

**AGREEMENT**

**Between**

**HARTNELL COMMUNITY COLLEGE DISTRICT**

**and**

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

**FOR**

**July 1, 2012 - June 30, 2015**

**RATIFIED BY CSEA Chapter 470: May 23, 2012**

**RATIFIED BY GOVERNING BOARD: June 5, 2012**

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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 bargaining unit.

Section 2. The District agrees not to negotiate with any other employee organization on matters upon which the CSEA is the exclusive representative and which is in its scope of representation, nor will the District negotiate privately or individually with employees of the bargaining unit or any person not officially designated by the CSEA as its representative.

Section 3. CSEA 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. CSEA 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.

**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 NEGOTIATIONS

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 CSEA signatory hereto may alter, amend, or modify any of the provisions of this Agreement.

Section 3. It is understood and agreed that CSEA and the District shall not enter into negotiations over any provision of this Agreement except under the following circumstances:

1. new collective bargaining agreement (successor agreement)
2. re-opens articles as specified in the current Agreement
3. a provision in the Agreement is held invalid by operation of law or by a court or other tribunal of competent jurisdiction as detailed in Article 2 of this Agreement
4. District decisions that allow for negotiations over the impacts and effects, including but not limited to:
  - Layoffs
  - Re-organizations
  - Emergencies as declared by the Board of Trustees or any other official agency that impacts or disrupts the classified service
5. whenever legislation is passed that specifically affects classified school employees (e.g. SB1960)
6. whenever the parties mutually agree to negotiate

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. 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.

Section 5. 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. However past practice may exist when the pertinent

section of the Agreement is unclear or ambiguous and the practice meets the standard in law. In those instances, either the District or CSEA may put the other party on notice that the past practice shall cease to exist with the start of a new successor Agreement.

**ARTICLE 4  
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. CSEA agrees that for the term of this Agreement and until exhaustion of the impasse procedure to conclude a successor agreement, neither the Chapter, nor any person acting in its behalf, shall cause, authorize, engage in, encourage, or sanction: a work stoppage, slowdown, picketing other than for informational purposes, sick-in, sympathy strike 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.

Section 3. 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 4. An employee shall not be entitled to any wages, vacation, sick leave, or compensatory time, while engaged in any activity prohibited by Section 2 of this article.

Section 5. The Chapter recognizes the duty and obligation of its representatives and members to comply with the provisions of this Agreement. In the event of any activity prohibited by Section 2 of this article, the Chapter agrees to communicate and educate its members about the provisions of this Article.

## **ARTICLE 5 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 or as within the Scope of Representation in Government Code 3543.2 are reserved to the District.

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. CSEA 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 and law.

Section 3. Subject to the express terms of this Agreement, CSEA 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; to maintain discipline and efficiency of employees, subject to terms of the Agreement; to determine the qualifications of applicants and employees; 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. The District determines the duties for all employees, and whether any employee adequately performs such duties and meets the standards of performance.

Section 4. An emergency is defined as a natural disaster or other dire interruption of the District program. Any such declaration, by the Board of Trustees, will be as limited in scope and duration as possible to protect the people and property of the college. The declaration of an emergency is solely within the discretion of the Board of Trustees. Where an emergency is declared, the District shall immediately notify the Chapter President or designee. The District and CSEA shall then negotiate over impacts and effects of the Board's decision on its bargaining unit members.

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

1. regular (probationary and permanent) full-time and part-time classified employees - - such persons are members of the classified service. Every position not defined as an academic position and not specifically exempted from the classified service by the provisions of Education Code Section 88003 shall be a part of the classified service.
2. student employees -- Full-time students employed part-time, and part-time students employed part-time in any work-study program, or in a work experience education program conducted by the District and which is financed by state or federal funds, shall not be a part of the classified service. Employment of such students shall not result in the displacement of classified personnel.
3. substitute employees –
  - A. Any person employed to replace any classified employee who is temporarily absent from duty for no more than 195 calendar days in a fiscal year shall not be part of the classified service.
  - B. If the District is actively engaged in a procedure to hire a permanent employee to fill a vacancy in any classified position, the District may fill the vacancy through the employment, for not more than 60 (sixty) calendar days, with one or more substitute employees.
  - C. CSEA shall be notified in writing of the employment of a substitute employee or any change of his/her employment status.
4. short-term employees – Any person who is employed to perform a service for the District, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. Short-term employees shall not be part of the classified service. Before employing a short-term employee, the governing board, at a regularly scheduled board meeting, shall specify the service required to be performed by the employee pursuant to the definition of “classification” in Education Code section 88001(a), and shall certify the ending date of the service. The ending date may be shortened or extended by the governing board, but shall not extend beyond 75 percent (seventy-five) of a school year. “Seventy-five percent (75%) of a college year” means 195 working days, including holidays, sick leave, vacation and other leaves of absences, irrespective of number of hours worked per day.
5. Apprentices, part-time playground positions, and professional experts may be employed on a temporary basis for a specific project, regardless of length of employment, and shall not be a part of the classified service.

Section 6. The District may delete from Appendix “A” titles that have been vacant for 12 calendar months, subject to the rules of PERB. If CSEA 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.

## **ARTICLE 6 ORGANIZATIONAL RIGHTS AND RESPONSIBILITIES**

Section 1. Access- Chapter officials shall have access to unit members before or after work or during authorized breaks. Chapter officials may also have access to unit members during the work day provided that the District has prior notice and the access is reasonably related to promoting smooth operations without disrupting work.

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,

1. One CSEA designated bulletin board or space located at each main site of operations, including:
  - a. CAB
  - b. King City
  - c. Alisal Campus
  - d. Natividad Hospital

CSEA also may use the campus mail and e-mail systems for transmission of information or notices concerning Chapter matters.

Additional worksites for posting materials may be added by mutual agreement.

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 Monterey County Schools Insurance Group (MCSIG) joint powers agreement (JPA) Board of Directors meetings and all meetings of the District benefits subcommittee. The District will send a schedule of meetings related to the business of MCSIG JPA Board and the District benefits subcommittee 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, a list of all classified employees and their assigned bargaining unit, with the date upon which each employee was initially employed and assigned to his/her current class. 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 per session.
2. A maximum of four (4) authorized 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. The District shall provide five (5) days of paid release time each for a maximum of two (2) CSEA delegates to attend the annual CSEA Conference. CSEA shall notify the President or his/her designee at least thirty (30) days prior to the use of such release time. CSEA shall make every effort to not have more than one delegate from a department where it would seriously hinder operations. CSEA conference is typically scheduled mid-summer.
4. See Grievance Procedures (Article 21) for release time in grievance processing.

Section 9. Organizational Security



1. The California School Employees' Association Chapter 470 (CSEA) shall have the sole and exclusive right to payroll deductions of regular membership dues and agency shop service fee payments. This agreement requires an employee, as a condition of continued employment, to either join the Association or pay the Association a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization.
  2. The District shall not be obligated to put into effect any new or changed deductions until the pay period immediately following such submission by CSEA.
  3. Any new unit member shall, from the date of commencement of assigned duties within the bargaining unit, become a member of CSEA or pay to CSEA a fair share service fee. Until the unit member becomes a member of CSEA, a service fee shall be paid. Both regular membership dues and service fees shall be remanded to CSEA within fifteen (15) days of collection from unit members. There shall be no charge to CSEA for these mandatory agency fee deductions.
  4. The Association has the sole right to verify that a worker qualifies for a religious exemption from the obligation to pay service fees. Any unit member who is a member of a religious body whose traditional tenets or teachings include objection to joining or financially supporting employee organizations shall not be required to join or financially support CSEA except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c) (3) of Title 26 of the Internal Revenue Code:
    - a. American Cancer Society
    - b. Juvenile Diabetes Foundation
    - c. Hartnell College Foundation
- A. Those who object to joining or financially supporting employee organizations, pursuant to Section 4 above, shall submit proof of payment on an annual basis to CSEA and District as a condition of continued exemption from the provisions of Section 1 above. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before July 1 of each fiscal year. A written statement of objection shall accompany the first year's proof of payment and is subject to verification by CSEA.
- B. Any unit member who holds a conscientious objection to this section and is making payments as set forth in Section 4 and 4.A above, and who requests the grievance arbitration provisions of this agreement, or who requests that CSEA initiate the grievance process on his/her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

- C. With respect to all sums deducted by the District pursuant to Section 4 and 4.A above, whether for membership dues or agency fee, the District agrees to remit, within 15 days, such monies to CSEA, accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or service fee status in CSEA and indicating any changes in personnel from the list previously furnished.
5. In the event of an election successfully rescinding statutory fair share, and the provisions in Section 9.3 of this article are no longer effective, the following Section 9.5A shall replace Section 9.3 and shall be immediately implemented by the District. In addition, all other parts of this Section shall remain in full force.
  - A. New employees, within fifteen (15) days from commencement of assigned duties within the bargaining unit shall submit a dues or service fee authorization form, or shall pay an amount no greater than the current CSEA dues directly to the CSEA.
  - B. The District shall deduct, in accordance with CSEA's dues and service fee schedule, dues or service fees, from the wages of all bargaining unit members. Both regular membership dues and service fees shall be remanded to CSEA within fifteen (15) days of collection from unit members. There shall be no charge to CSEA for these deductions.
6. CSEA agrees to indemnify and hold harmless the District, its officers and agents for reasonable attorney's fees and legal costs incurred after notice to CSEA in defending against any court or administrative action challenging the legality of the organizational security provision of this Agreement or the implementation thereof.
7. The District agrees that its failure to uphold the provisions of this Article shall be enforceable through binding arbitration.
8. CSEA shall have the exclusive right to decide and determine whether any action described above shall be compromised, resisted, defended, tried or appealed.
9. The CSEA President or designee shall meet with each new employee at the Human Resources orientation meeting or within the first 30 days of employment to explain the provisions of organizational security, and any information concerning the advantages of belonging to the Association.

#### Section 10. Public Information

The District shall provide a copy of any public document, budget, or financial material submitted to the Governing Board at a public meeting, to the CSEA President prior to the meeting. Posting materials on the District's website prior to the meeting of the Governing Board will constitute compliance with this section. 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 21, 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, CSEA shall appoint the member(s).

## **ARTICLE 7 EVALUATION**

### Section 1. Purpose of evaluations

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. To appropriately document the basis for commendation, and/or concerns of job performance.

### Section 2. Criteria for Evaluation and Assessment

The District shall provide for evaluation and assessment of unit members' 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 immediate supervisor's observation of the employee's work product and/or appropriate third party observation substantiated by the immediate supervisor. If an employee has more than one immediate supervisor, each supervisor shall participate in the evaluation, though one supervisor will be designated as the primary supervisor, who shall be deemed the "immediate" supervisor in all parts of this agreement.
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 3. Evaluator's Duties

Each employee's immediate supervisor is 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 unsatisfactory evaluation shall include recommendations for improvement. The employee shall have the right to review and respond to any evaluation.

Section 4. Period of review: probationary employees

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 may be conducted at any time but at least 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. The probationary period is nine (9) months, after which the employee shall become a permanent employee. Under certain circumstances, the nine month probationary period may be extended at the recommendation of the supervisor with the concurrence of the appropriate Vice President and the Director of Human Resources and CSEA. In such a case, the supervisor will complete an improvement plan. An additional evaluation will be made during the eleventh month for a one-year probationary period. An extension of the probationary period is not grievable but must be made prior to date of permanency. All ratings will include a recommendation regarding continued employment or dismissal of the employee.

Section 5. Period of review: permanent employees

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

Section 6. Frequency of evaluations

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 7. Employee's response to 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; and
3. May request in writing within ten (10) working days a review of his/her evaluation by the evaluator'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 8.2, below.)

Section 8. Effect of unsatisfactory evaluation; procedures for permanent employees

1. If a permanent employee may be receiving an unsatisfactory evaluation, the supervisor shall hold a pre-evaluation conference with the employee at least 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. A written unsatisfactory evaluation shall be defined as receiving an unsatisfactory rating for a minimum of three (3) of the seven (7) performance factors listed on the performance appraisal and objective plan.
3. Sixty (60) calendar days after an unsatisfactory evaluation is placed in the personnel file, a follow-up evaluation shall be written. The evaluation shall be based on the pre-evaluation improvement plan and additional objectives listed on the evaluation that recorded the unsatisfactory performance.
4. The District will not use the evaluation in a discriminatory or unfair manner.

Section 9. Probationary Employees

1. Work plan for probationary employees

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. In addition, if there is a change in immediate supervisors, the work plan shall be reviewed by the new supervisor and the probationary employee and modified as appropriate.

2. Effect of unsatisfactory evaluation

If a probationary employee receives an evaluation with deficient or improvement needed notations, the supervisor shall hold a conference with the employee and may develop a written improvement plan that clearly documents the actions to be taken to be a successful employee.

Section 10. Confidentiality of evaluations

A signed copy of each evaluation shall be given to the employee at the time of the evaluation and the original placed in the employee's personnel file. All employee evaluations are confidential.

Section 11. Effect of violation of evaluation procedures

Notwithstanding any other provision of this Article on Evaluation, or Article 21, Grievance, a member of the bargaining unit, or CSEA 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.

## **ARTICLE 8 PERSONNEL FILES**

### Section 1. Confidentiality of files

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

### Section 2. Indemnification

Authorization for a CSEA representative to review an employee's personnel file shall be in writing from the employee. CSEA 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.

### Section 3. Employee review of file

An employee may review the contents of his/her file and respond to any non-confidential 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.

### Section 4. Record of access

The District shall maintain a record of access in each personnel file indicating those persons who have examined the file; such record shall include name(s) of person(s) making the examination and the date(s).

### Section 5. Employee requests for copy

An employee may request, in writing, not more than once per year, to obtain a copy of all non-confidential material in his/her personnel file. The District shall provide such material within five (5) working days.

### Section 6. Derogatory materials

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



Section 7. Employee's right to respond

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.

**ARTICLE 9  
PAY AND ALLOWANCES**

Section 1. Wages

1. Salary Schedule: All bargaining unit employees shall be classified and designated a range and step on the salary schedule. The salary schedule will include five lateral steps with a five (5) percent increase between steps (see Appendix D).
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 Controller 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 ten (10) percent, the full overpayment shall be recovered by the District through deductions from the next months' paychecks, with no deduction to exceed ten (10) percent of the employee's corrected net pay. The above notwithstanding, the District may recover the full overpayment from the next paycheck in cases where the employment of the person is terminating either voluntarily or involuntarily.

5. Paychecks
  - a. For new employees all paychecks after the first one will be paid by direct deposit into the employee's designated bank account. Employees hired prior to July 1, 2009, will work out a transition to direct deposit with the Business Office no later than December 31, 2009. Every employee will notify the Payroll Office of their bank account information and complete all necessary paperwork to accomplish this.
  - b. 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, 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. Annual increments earned, shall be awarded on the first day of the month following the employee's completion of twelve months of paid service.

Section 3. Promotion.

When an employee is promoted, he/she shall be placed on the salary schedule at the range of the new classification and on the step which will result in at least a five percent (5%) increase in his/her hourly wage. Longevity increments do not affect this calculation and are paid in addition to the new salary schedule placement.

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 provide the Business Office proof of insurance prior to driving on District 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, Lodging, and Travel Expenses

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. Classified employees shall be paid for all hours worked traveling to and from the work assignment, meeting, or conference and for all time required to be in attendance at the meeting or conference sessions. This section applies to all employees, both drivers and passengers in a vehicle, who travel in the course of business and includes reimbursements for meals and lodging. If the employee is required to begin travel before 6 a.m., breakfast will be a reimbursable expense and if travel time extends beyond 6 p.m., dinner will be a reimbursable expense. If possible, the bargaining unit employee and supervisor will review the agenda and expectations for the conference before travel.

#### 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. 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 9. 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 10. 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. During September 2009, the District and CSEA shall form a

committee to review the established procedures and to formalize the documents related to the procedures.

**ARTICLE 10**  
**WORK OUT-OF-CLASSIFICATION**

Section 1. An employee in this bargaining unit shall not be required to perform duties which are inconsistent with those of the employee's job description for more than five (5) days within a fifteen (15) calendar day period without appropriate compensation for working out-of-classification. "Inconsistent" means duties that are not reasonably related and within the normal scope of the employee's job duties. The work load of anyone working out of class shall not be increased, though the particular assigned duties will change.

Section 2. An employee in the bargaining unit may be assigned by his/her immediate supervisor to perform inconsistent duties for a period of more than five (5) working days. If the duties are from a higher classification, his/her salary shall be adjusted upward for the entire period he/she is assigned to work out-of-classification. A "Notice of Personnel Action" form reflecting the out of class authorization must be completed and signed by both the employee and his or her supervisor and submitted to the Human Resources Office for the salary to be adjusted.

Section 3. If an employee in the bargaining unit is assigned as set forth in Section 2 hereinabove, he/she shall be compensated at the higher classification rate for all time worked out-of-class. The term "higher classification rate" means step placement in the higher classification range that would provide an hourly increase over the employee's regular hourly rate, plus one step.

Section 4. If an employee requests out-of-class pay and is denied by the immediate supervisor, the employee may utilize the grievance procedure.

Section 5. An employee in the Bargaining Unit who works in a bargaining unit position, for a period of 9 months shall have the right to permanency in that classification.

Section 6. If an employee is required to work out-of-classification for more than thirty (30) days, the District and CSEA shall meet to negotiate the impacts and effects of this assignment.

Section 7. An employee evaluation shall not take place for work performed out-of-classification unless mutually agreed upon between the employee and the immediate supervisor.

## **ARTICLE 11 HOURS AND OVERTIME**

### Section 1. Fixed and Ascertainable Schedule

Upon initial employment and each change in classification, each 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, and regularly assigned work shift, hours, days per week, and months per year.

### Section 2. Workweek

1. The regular workweek for full-time bargaining unit employees shall consist of forty (40) hours of work per week. Normally, the employee shall work five (5) consecutive days, Monday through Friday, but other work schedules may be assigned. Any changes in work schedules after hire shall be negotiated between the District and CSEA.
2. This section shall not prohibit an individual bargaining unit employee and the District from proposing an alternative workweek in writing as a normal workweek, nor restrict the District from proposing to shift the entire operation of an office 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 CSEA, and shall negotiate with CSEA regarding the impacts and the effects of the proposal.

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 3. Workday

1. The workday for each bargaining unit employee shall be established by the District in accordance with provisions of this Agreement. A part-time employee shall not be assigned regular working hours which include a workday of less than three (3) hours.
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 for not more than a semester at a time, nor prohibit the immediate supervisor from making a temporary change in workday not to exceed three (3) days, upon two (2) days' notice.
3. Part-time bargaining unit employees who work a minimum of thirty (30) minutes per day in excess of their regular part-time assignment for a period of at least twenty (20)

consecutive working days will have their basic assignment changed to reflect the longer period actually worked. If this new workday entitles them to acquire fringe benefits, they will be assigned on a properly prorated basis.

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 4. 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 a fixed annual work year consisting of the number of months of service, and a designation of which months or portions thereof that are not included in the work year. A work calendar shall be provided to the employee at the time of hire. If the District's or the state's needs change relative to a position's work year, the District and the CSEA will negotiate the effects of this decision.

#### Section 5. 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. The lunch period shall be scheduled at the time each employee is hired, by the employee's immediate supervisor at or about the midpoint of the work shift.

#### Section 6. Rest Periods

The District shall provide one paid non-accumulative 15 minute rest period for each four (4) consecutive hours worked, at or about the midpoint of the four hour-period, but not during the first or last hour of the workday.

#### Section 7. 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 no less than twenty-four (24) hours, of overtime opportunities. Volunteers from among available qualified employees will be solicited and assigned by seniority. If there are no



volunteers for a specific task or event, the affected Supervisor will offer the work to qualified employees outside of the office or department, by seniority. If an unanticipated event arises and it is necessary to assign classified employees to work overtime, and there are no volunteers, the District shall assign the work to the least senior qualified employee. Qualified means having the skills to complete the required tasks.

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 at the rate of two and one-half (2.5) multiplied by the regular rate of pay.
  - 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. Work in excess of thirty-five (35) hours per week for any employee who works in a classification which consistently works seven (7) hours per day, consistent with Education Code section 88027.
  - E. 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.
  - F. 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 7, "Overtime" and all applicable State and Federal laws/codes. Employees called back during vacation, shall be paid at the overtime rate for a minimum of three (3) hours or actual time worked, whichever is greater.

6. Distribution: 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 5 of this section.
8. Compensatory Time Off
  - A. Bargaining unit employees may be granted, at their request, 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 off shall be taken at a time mutually acceptable to both employee and the supervisor, within twelve (12) calendar months of the date earned. If compensatory time is not taken within twelve (12) calendar months, 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 that the overtime was worked.

#### Section 8. 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**

1. Reason for Layoff

Layoff shall occur only for lack of work or lack of funds.

2. Advance Notice to CSEA

The District shall inform CSEA regarding the effects of any planned layoffs which will affect the unit's workforce. The District shall contact CSEA and offer to discuss the possible layoff and to invite suggestions for possible cost saving alternatives to layoffs.

3. Notice to CSEA

The District shall notify CSEA in writing as soon as the decision is made to agendaize layoffs for a Board meeting. Any notice of layoff shall specify the reasons for layoff and identify the classification and the positions designated for elimination.

4. Notice to Employee

Unless otherwise authorized in Education Code §88014, affected unit members shall be given written notice of layoff delivered personally or by certified and regular mail not less than 45 calendar days prior to the effective date of layoff. The notice shall include information of their displacement (bumping) rights, if any, and their reemployment rights. A copy of the notice (including all attachments) will be provided to CSEA.

5. Notice to Employee - Specially Funded Programs

In cases where positions in specially funded programs expire at the end of a school year, classified employees subject to layoff for lack of funds shall receive written notice on or before April 29. If the termination date of the specially funded program is other than June 30, the notice shall be given at least 45 days before the effective date of the layoff.

6. Notification of Decision by Employee to District

An employee who has been given notice of layoff and displacement rights shall notify the District's Human Resources Office of his or her decision on the exercise of those rights within 10 working days of date of service by the District.

7. Order of Layoff

Any layoff shall be effected within a classification. The order of layoff shall be based on seniority within that classification and higher classifications throughout the District. Movement from one classification to another at the same salary range (lateral classification) shall be considered movement to a higher classification for seniority purposes; the original classification held by the employee shall be considered the lower classification. The unit member with the least seniority within the classification plus higher classes shall be laid off

first. "Higher classification" means a classification with a higher monthly salary range. "Lower classification" means a classification with a lower monthly salary range.

8. Seniority Calculation

Seniority and length of service for all purposes related to bargaining unit members shall be determined by hire date in classification.

9. Seniority Ties

Two or more unit members with the same seniority shall have the tie broken by using each unit member's hire date (month and day) in the classification. In the event that a tie still exists, the last four digits of the unit member's social security number shall determine seniority order (with the highest number being the highest seniority). This seniority rank shall be reflected on the seniority list and a record of such shall be placed in each affected employees' personnel file.

10. Short-Term Employees

A classified unit member shall not be laid off if a short-term employee is retained to render a service that the classified employee is qualified to render.

11. Displacement (Bumping) Rights and Other Options

A unit member whose position is eliminated by the District or who is displaced from his/her position by a unit member exercising bumping rights shall be presented with the following options:

- a. bump into a vacant position in the same classification (if a vacant position with the same schedule, hours and worksite (Salinas or King City) exists, options c and d below shall not apply);
- b. bump into a vacancy in a lower or higher classification in which the unit member has the appropriate seniority;
- c. bump into a position that is held by the least senior unit member in the same classification;
- d. bump into a position held by the least senior unit member in a lower or higher class in which the unit member has greater seniority considering his/her seniority in the lower class and any higher classes;
- e. layoff;
- f. retirement in lieu of layoff;
- g. resignation in lieu of layoff.

12. Layoff in Lieu of Bumping

A unit member who elects a layoff in lieu of bumping is eligible for reemployment in each class for which s/he holds seniority, in accordance with his/her class seniority, for a thirty-nine (39) month period. The unit member shall be reemployed in the reverse order of layoff.

13. Voluntary Demotion or Voluntary Reduction in Hours in Lieu of Layoff

Bargaining unit members who accept a voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall be eligible for an additional twenty-four (24) months of reemployment rights to the class for which they were laid off. If a unit member is laid off and subsequently rehired, according to his/her seniority rights, into a position in a lower class or with lesser hours than his/her position at the time of layoff, s/he shall be afforded the sixty-three (63) months of rehire rights calculated from the original date of layoff.

14. Retirement in Lieu of Layoff

- a. A bargaining unit member may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such a member shall notify the District in writing of said retirement. The unit member shall then be placed on a thirty-nine (39) month reemployment list in accordance with this Article.
- b. The District agrees that when an offer of reemployment is made to an eligible person retired under this Article and the District receives, within ten (10) working days, a written acceptance of the offer, the position shall not be filled by any other person and the retired person shall be allowed sufficient time to terminate his/her retired status.
- c. If the retiree qualifies for retiree health and welfare benefits, nothing in the Agreement shall be construed to entitle the retiree to additional years of benefits if s/he retires in lieu of layoff and returns to work. For example, if the employee is entitled to five years of retiree health and welfare benefits and uses two years while retired in lieu of layoff, s/he will only be entitled to an additional three years of retiree health and welfare benefits if s/he returns to work and retires a second time.
- d. Any election to retire after being placed on a reemployment list shall be deemed a 'retirement in lieu of layoff' within the meaning of this section.

15. Voluntary Resignation in Lieu of Layoff

A permanent bargaining unit member who voluntarily resigns in lieu of layoff from the District and who is rehired into the same classification within thirty-nine (39) months shall be restored all of the rights, benefits, and burdens of a permanent classified employee and the break in service shall be disregarded. Seniority shall not be earned during the break in service; however, the unit member's previous seniority shall be reinstated upon rehire.

16. Reemployment Order

All unit members on reemployment lists, regardless of the reason for being placed on the list, shall be ranked in seniority order. Reemployment shall be offered in seniority order. In the event of a tie in seniority, those on the reemployment list due to lay off shall take precedence.

17. Notification of Reemployment Opening

A unit member who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening. Such notice shall be sent by certified mail to the last

address given by the unit member to the District Human Resources Department, with a copy sent to the CSEA Chapter President, which shall acquit the District of its notification responsibility.

18. Notification to District

A unit member shall notify the District Human Resources Department of his/her intent to accept or refuse reemployment within ten (10) working days following receipt of a reemployment offer. If the unit member accepts reemployment, the unit member must report to work within ten (10) working days following acceptance of the reemployment offer.

19. Removal from Rehire List

If a unit member receives an offer for a position with the same work year, number of hours per week, and classification held at the time of layoff, and turns down the offer, the unit member shall be removed from the reemployment list. Failure to accept any other rehire offer will not result in removal from the list.

20. Vacancy Posting

Each laid off unit member shall provide the District with a current e-mail address to which the District shall forward all classified job vacancy postings to each laid off unit member until each unit member is reemployed in the District or his/her reemployment rights expire. A unit member may waive this provision by providing a written statement to the District.

21. Promotional Opportunities

Laid off employees shall, for a period of thirty-nine (39) months following layoff, have the right to apply for promotional positions as an in-house applicant and use their bargaining unit seniority therein.

22. Seniority During Layoff

Upon return to work, all time during which an individual is in layoff status shall be counted for seniority purposes not to exceed thirty-nine (39) months. Vacation, sick leave, holidays or other leave benefits shall not accrue during the period of layoff.

23. Reemployment After Layoff

A laid off unit member, when reemployed, shall be placed on the salary step with all rights and benefits, including accumulated sick leave, accorded to him/her at the time of layoff. A unit member who accepted a voluntary move to a different classification in lieu of layoff and is subsequently reinstated to his/her previous classification shall be placed on the salary step to which s/he would have progressed if s/he had remained in the original classification. An adjusted anniversary date shall be established for step increment purposes so as to reflect the actual amount of time served in the District.

24. Reemployment of Probationary Employee

A laid-off probationary employee, when re-employed, shall be reemployed as a probationary employee. The time served prior to layoff shall be counted toward the required probationary period. S/he shall be reemployed with all rights and benefits accorded to him/her at the time of layoff.

25. Substitute and Short Term Work Offers

Bargaining unit members on the reemployment list shall receive first priority for “substitute” or “short term” opportunities, if the duration of the work is at least two months. The laid off unit member must have worked in the classification or in a higher related classification and must meet the minimum qualifications of the job description for the available work. Offers shall be made in seniority order. If the most senior person is not available by phone after reasonable attempts are made or is not available for work, the substitute or short term work will be offered to the next most senior person, in descending order, until the list of laid off employees is exhausted.

26. Transfer of Work

Prior to transferring the work of any laid off or reduced bargaining unit position, the District and CSEA shall meet to negotiate the impacts and effects of such transfer. “Work” in this case means that which is significant, reoccurring and/or was an essential function of the laid off or reduced position.

27. Improper Layoff

Any unit member who is improperly laid off shall be reemployed immediately upon discovery of the error.



**ARTICLE 13  
HOLIDAYS**

Section 1. Holidays observed.

The holidays observed shall be as follows for the remainder of this Agreement.

<b>Holiday Schedule</b>
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving *
Christmas Day
Floating Holiday**
New Year's Day
Floating Holiday**
Martin Luther King Jr. Day
Lincoln's Birthday
Washington's Birthday
Cesar Chavez Day
Memorial Day
Personal Holiday***

\* In lieu of Admissions Day.

\*\* The scheduling of the dates of these floating holidays shall be negotiated between CSEA and the District on a year-by-year basis and are typically scheduled during winter break.

\*\*\*The Personal Holiday may be scheduled according to Section 7.

Section 2. Holidays falling during weekend.

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. CSEA and the District may negotiate otherwise unless the holiday observance is dictated by law. For bargaining unit members who

work a schedule other than Monday through Friday and a holiday falls on a weekend work day, the holiday shall be observed as negotiated between CSEA and the District.

Section 3. Holidays occurring during paid leave of absence.

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. 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 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 4. Holidays falling on non-work day for non-traditional weekly schedule.

When a holiday falls on a non-work day for a bargaining unit member who is a full-time employee and whose work week is other than Monday through Friday, and the holiday is one of those enumerated above, the employee is entitled to a day off with pay. All holidays for these employees shall be negotiated on an annual basis. If an alternate work schedule is negotiated on a temporary basis, the holidays shall be negotiated prior to implementation of the new work schedule.

Section 5. Holidays for members working less than 12-month schedule.

Employees working less than a 12-month schedule shall be entitled to a particular holiday if they are in paid status during the work day immediately preceding or succeeding that holiday.

Section 6. Working on paid holiday.

When a bargaining unit member is required to work on any paid holiday as defined in this Agreement, he/she shall either be paid or given compensatory time off at the rate of one and one half times the regular rate of pay for such work, according to the contract's provisions on compensatory time off in Article 11, in addition to the regular pay received for the holiday. This total compensation shall be equal to two and one-half (2 ½) times the regular rate of pay for time worked. If the member does work and is compensated for working on a holiday, he/she shall not receive an additional day off.

Section 7. Personal Holiday

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

2. If a Personal Holiday is not taken within the fiscal year, it shall not accumulate for use in the next fiscal year.
3. 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.
4. If three different requests by an employee to take the time off are denied by the supervisor, the employee shall then be allowed to take the time off by providing 48 hours' written notice to the immediate supervisor.

## **ARTICLE 14 HEALTH AND WELFARE BENEFITS**

### Section 1. Eligibility

Employees who work more than thirty hours per week are eligible for a district contribution toward health and welfare benefits. These employees shall be deemed as qualified.

### Section 2. Base Plan and District Contribution

The District shall provide health and welfare benefits through the Monterey County Schools Insurance Group Joint Powers Authority (MCSIG) for all qualified employees. The base plan shall be MCSIG Option III, including its medical benefits, dental benefits (medium with orthodontia), and vision benefits (Plan B). These benefits shall be offered in three tiers: employee only, employee plus one, and family. The base plan shall also include accidental death and long-term disability coverage for the employee only.

The District shall contribute 100% of the cost of the base plan for each qualified employee, and it shall pay 95% of the cost of covering an employee's eligible dependents on the base plan. The employee shall pay the remaining 5% of the cost of covering his or her dependents, which cost shall be deducted from the employee's paycheck.

The employee may choose any plan offered by MCSIG to which he or she is eligible, according to the rules set by MCSIG. If the plan has a higher cost (e.g. Option I), the employee shall pay the difference between the District's contribution toward the base plan and the actual costs of the higher-cost plan, deducted from the employee's pay check. If the plan has a lower cost (e.g., EPO), the District will pay the difference, up to a maximum of \$200 per month, into the employee's section 125 flexible spending account. It is the responsibility of the employee to sign up for a section 125 plan. The plan year for the flexible spending plan is October 1 through September 1.

### Section 3. 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 Section 2 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 health, dental, and/or vision benefit insurance coverage by paying full cost of all premiums at the beginning of each month of such unpaid leave. Re-enrollment in any MCSIG benefit plan is subject to the rules of MCSIG.
5. Health and welfare benefits shall terminate upon separation of employment of any bargaining unit employee at the end of the month of separation.
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. Continued coverage for dependents of the deceased employee is subject to the rules of MCSIG.
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 periods. An employee may elect to participate in medical, dental, and/or vision benefit programs subject to the rules of MCSIG.

#### Section 4. Retirement Benefits

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 of 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 5.

The parties agree to the creation of a joint labor-management committee composed 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.

**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:

<b>Accrual Period</b>		<b>Vacation earned</b>
1 <sup>st</sup> through 3 <sup>rd</sup> year	1 <sup>st</sup> through 36 <sup>th</sup> month	12 days; 96 hours
4 <sup>th</sup> through 7 <sup>th</sup> year	37 <sup>th</sup> month through 84 <sup>th</sup> month	15 days; 120 hours
8 <sup>th</sup> through 11 <sup>th</sup> year	85 <sup>th</sup> month through 132 <sup>nd</sup> month	18 days; 144 hours
12 <sup>th</sup> year and over	133 <sup>rd</sup> month and over	21 days; 168 hours

2. Members working less than forty (40) hours per week shall earn the same number of vacation days as a full-time employee except that each day shall be equal to that of a regular workday. (e.g. A 10 month, 6 hour per day employee earns one 6 hour day for each of the 10 months worked.)

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. Supervisors and employees shall make every effort to work together to maximize opportunities for the employee to take time off and to minimize disruption to services. All requests for vacation leave of five consecutive days or more 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. The supervisor shall have no more than five (5) workdays to approve or deny the request. In absence of a denial by the supervisor within five (5) days of the effective date of the request, the vacation is approved. 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 Board of Trustees in accordance with Article 6.4.

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 in violation of law.

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 Human Resources. The choice to carry over the time or to be paid shall be at the option of the employee.

If an employee has time accrued beyond 240 hours, then the additional hours shall be scheduled by mutual agreement between the employee and the supervisor with the intent that the hours be taken prior to June 30. However, if necessary, a plan may be developed that goes beyond June 30.

Up to eighty (80) additional hours may be accrued if the employee has a specific request to carry over time and the request is approved by the immediate supervisor and the Human Resources office.

Section 8. Permanent employees may interrupt or terminate their vacation for the purpose of commencing sick leave or injury leave in accordance with the requirements of Article 16.1.

Section 9. 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 10. 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 11. 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. 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 forty (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) 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, chiropodists, 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 there from 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 or as otherwise stipulated in this Agreement.
8. Where a member is separated from service 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. Unused illness leave shall be transferred to another California school district when an employee severs their employment with Hartnell and is employed by such a district within 12 months of separation.

### Section 2. Personal Necessity Leave

1. A unit member shall 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; any other similar reason as determined by the President/Superintendent or designee.
3. Two (2) of the seven (7) personal necessity days may be taken without giving a reason to the District.
4. "Immediate family" is defined in 16.3.2: Bereavement.
5. Reasonable notice in advance is required for personal necessity leave, and approval of the employee's immediate supervisor must be obtained prior to the leave payment being processed.

### Section 3. 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 or

domestic partner and the member's spouse or domestic partner, 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 of the member, the member's spouse or domestic partner, or any immediate relative living in the immediate household of the member.

3. Additional leave may be requested under personal necessity leave.

#### Section 4. 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.
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.

#### Section 5. Workers' Compensation

1. Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' 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 workers' compensation.
2. The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under Section 88191 of the California Education Code. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then begin. However, if an employee is receiving workers' compensation, he/she shall be entitled to use only so much of his/her accumulated or available sick leave, accumulated compensatory time, vacation, or other available leave, which, when added to the workers' compensation award, provide for a full day's wage or salary.
3. During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensatory 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 workers' 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 and laws.

4. 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.
5. 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.
6. 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.
7. 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.

#### Section 6. Additional Illness Leave

On July 1<sup>st</sup> 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 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 sick leave benefit commences running after the exhaustion of the current year's sick leave entitlement and runs concurrently with the use of other fully 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.

#### Section 7. Family and Medical Leave

1. The District allows employees family care and medical leave in accordance with the Federal Family and Medical Leave Act.

An employee who meets all the requirements of eligibility shall be entitled to twelve work weeks of unpaid leave in any (12) month period without loss of health and welfare benefits. A twelve (12) month period commences on the first day of leave. In some instances, the twelve (12) work weeks may be taken intermittently, but in no case in increments of less than three (3) days at a time, except for chronic illness, such as asthma,

hay fever, etc. If FMLA leave is for birth and care, or placement for adoption or foster care, use of intermittent leave is subject to prior approval by the District.

2. An employee shall have been employed for a minimum of twelve (12) months (date of hire plus 12 months) to be eligible for family care and medical leave.
3. Leave may be granted for the birth and care of a newborn child of the employee, the placement with the employee of a child for adoption or foster care, to care for the employee's spouse, domestic partner, son, daughter, or parent with a serious health condition, to take medical leave when the employee is unable to work because of a serious health condition or for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.
4. "A serious health condition" is an illness, injury, impairment, or physical or mental condition that involves either inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, go to school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care; or outpatient continuing treatment of a health care provider that includes (1) a period of incapacity lasting more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also includes treatment two or more times by or under the supervision of a health care provider (i.e., in-person visits, the first within 7 days and both within 30 days of the first day of incapacity); or one treatment by a health care provider (i.e., an in-person visit within 7 days of the first day of incapacity) with a continuing regimen of treatment (e.g., prescription medication, physical therapy); or (2) any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; or (3) Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence; or (4) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; or (5) Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three days if not treated.
  - A. A "child" means a biological, adopted, or foster child of the employee, a stepchild or a legal ward of the employee, or a child that the employee is responsible for raising, even though not the parent.
  - B. A "parent" means a biological, foster, or adopted parent, a step parent, a legal guardian or a person who was responsible for raising the employee when the employee was a child.

5. An eligible employee who is a spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness shall be granted up to a total of 26 workweeks of unpaid leave during a single 12-month period to care for the service member.
6. The employee shall retain his/her employee status with the District during the leave period, and the leave shall not constitute a break in service for purposes of longevity, seniority, or any employee benefit plan.
7. An employee may elect to substitute for family care and medical leave, any accrued vacation or any other paid leave to cover some or all of the FMLA leave.
8. An employee may elect and the District may require an employee to substitute for family care and medical leave, accrued sick leave for the serious health condition of the employee.
9. An employee and the District must mutually agree for an employee to substitute for family care and medical leave, accrued sick leave for the adoption or foster care of a child, or for the serious health condition of a child, spouse, domestic partner, parent of the employee or any relative living in the immediate household of the employee.
10. If spouses or domestic partners are both employees of the District, the couple is limited in the amount of family leave they may take for the birth and care of a newborn child, placement of a child for adoption or foster care, or to care for a parent who has a serious health condition to a combined total of 12 weeks in a twelve (12) month period.
11. If an employee's need for family care leave is foreseeable, he/she shall give reasonable advance notice.
12. If leave is needed for a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of operations. This scheduling shall be subject to the health care provider's approval.
13. The District shall respond to a written request for family care leave within two (2) days of receipt by the Human Resources Office.
14. The employer has the right to ask for and receive verification of illness.
15. Disability leave granted for pregnancy shall be in addition to family care and medical leave. (See Pregnancy Disability Leave – section 8)

#### Section 8. Pregnancy Disability Leave

1. Disability leave granted for pregnancy shall be in addition to family care and medical leave. (See Family and Medical Leave – section 7)

2. Employees are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery from the pregnancy. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above.
3. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician.
4. The employee on leave for pregnancy disability shall be entitled to return to a position equal to her position.
5. At the request of the employee and at the discretion of the Board of Trustees, additional leave may be granted 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.

#### Section 9. California Family Rights Act (CFRA)

1. The District allows employees family leave in accordance with the California Family Rights Act. At the end of an employee's pregnancy disability leave (not to exceed four (4) months) an eligible employee may request to take anywhere from two to twelve (12) work weeks' leave for the birth of her child, provided that the child has been born by this date.
2. Eligibility for leave under this act is not dependent on having a serious health condition, and does not require the presence or absence of a pregnancy-related disability.

#### Section 10. Paternity/Domestic Partner Leave

Leave with pay, not to exceed two (2) days, will be granted to bargaining unit employees when the spouse or domestic partner of the employee is confined for maternity purposes.

#### Section 11. 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 members shall be granted a leave of absence without loss of pay for the time of 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 member.
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 13. Military Leave

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

### Section 14. Verification Related to Use of Sick Leave

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 if there is a reasonable suspicion that the use of sick leave was abused.

### Section 15. Absence without Permission

A 10-month employee must notify the District of his or her intent to resign prior to the start of a new school year. If the employee fails to return to employment for five consecutive days at the start of a new school year without communicating with the District, he or she will be deemed to have resigned as of the first day of the new school year.

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 16. Sick Leave Balance Reports

The District shall provide employees annually with an updated report of their accrued sick leave.

#### Section 17. Exhaustion of Paid Leave

1. 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.
2. 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 18. Paid and Unpaid Leaves of Absence

1. Bargaining unit employees may be granted a short, unpaid personal business leave of five (5) days upon the 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.
2. Bargaining unit members may be granted leaves of absence at the discretion of the Board of Education pursuant to Education Code section 88198.
3. 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 19. 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, 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 20. Well Days/Hours

1. Bargaining unit members 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 1.1.
  - 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 1.1.
2. Bargaining unit members earned well time/hours shall be credited as follows:
  - A. Well day/hours earned pursuant to Article 16, Section 20.1A herein above shall be credited to the employee on July 1.
  - B. Well day/hours earned pursuant to Article 16, Section 20.1B, herein above shall be credited to the employee on January 1.
3. Bargaining unit members may use well day 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 shall be scheduled by 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. Well days/hours must be taken within twelve (12) months after the date they are credited. Well days/hours earned but not taken within twelve (12) months will be lost unless special permission is granted by the Superintendent-President or designee.
- E. 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 member accrue more than five (5) days of well days/hours, unless specifically approved by the Superintendent/President or designee.
- F. Upon separation of the bargaining unit member 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 member is re-employed after termination, he/she shall earn well days/hours as if he/she was a first time employee.

## **ARTICLE 17 CATASTROPHIC LEAVE BANK**

### Section 1. Definition

Catastrophic leave is sick leave or vacation leave donated by unit members and managers, supervisors, and confidential employees, to be used by same and who must be absent from work for an extended period of time because of a catastrophic illness or injury.

A catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.

### Section 2. Leave Donation Criteria and Process

1. Deposits of sick leave to the Catastrophic Sick Leave Bank:
  - A. No one may donate sick leave credits unless he or she retains a minimum of ten (10) days of accumulated (not advanced) leave.
  - B. All sick leave 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.
  - C. All donation and transfer of sick leave will be irrevocable.
  - D. No sick leave credit may be transferred or donated to the bank after the donor has submitted his or her intent to retire or resign.
  - E. The 100 (one-hundred) days of non-accumulative additional sick leave at fifty per cent (50%) pay is not transferable.
  - F. Wellness Day accrual shall not be affected by the donation of sick leave days.
2. Deposits of vacation to the Catastrophic Leave Bank:
  - A. Vacation leave days may be donated in addition to or in lieu of sick leave donations.
  - B. Vacation leave donations shall be donated and utilized in the same manner as sick leave.

### Section 3. 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. Paid sick leave accrued on a monthly basis shall be used prior to using paid catastrophic sick leave donations.
- C. Notwithstanding the previous paragraphs, an employee may utilize Catastrophic Leave to coordinate with partially paid leave in order to receive full pay. An employee shall not be eligible for Catastrophic Leave during the period of time the employee is receiving full pay under Industrial Accident or Illness Leave or any other fully paid leave.
- D. Credits shall not be considered available leave for the purposes of qualifying for PERS retirement or disability.

#### Section 4. Applicant's Responsibility

The applicant shall apply in writing to the Director of Human Resources and Equal Employment Opportunity or designee in the following manner:

- A. Request the leave by writing a narrative statement when it is apparent that the applicant's existing leave will be exhausted before the applicant is able to return to work or is able to return from care of the family member.
- B. Attach a physician's statement that the applicant 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 or that the applicant's family member suffers from an incapacitating illness or injury. The District may require the applicant who is also an employee to go to a physician of its choosing for this statement.
- C. An ill or injured employee may designate a family member or a CSEA representative to file a written request on his/her behalf. When the applicant is not a unit member, he or she may designate a family member or representative from whatever employee group he or she chooses.

#### Section 5. District's Responsibility

- A. The District will request donations for the catastrophic leave, a minimum of one (1) time per year, and at any time the account balance drops below one-hundred sixty (160) hours.
- B. The District shall maintain the Catastrophic Leave bank and provide forms for donations of leave credits to the bank.
- C. The distribution of the leave credits shall be approved and authorized by the Director of Human Resources and Equal Employment Opportunity or designee and the CSEA Chapter President.

Section 6. Categorical and Grant Funded Programs

Donations and withdrawals to and from the Catastrophic Leave Bank shall be allowed by categorically and grant funded employees to the extent allowed by each funding source.

**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**  
**ASSIGNMENT, TRANSFER, PROMOTION, AND FILLING OF VACANCIES**

Section 1. Assignment:

1. Unit members are District employees and may voluntarily transfer, be involuntarily transferred, be promoted or change classifications within the same or lower salary range, in accordance with the procedures of this article.
2. Immediately upon hiring, each unit member shall receive a copy of the job description for the position to which he/she is assigned. If there are changes in the job description, the unit member shall be furnished a new description containing the changes as soon as possible after the changes are agreed to between the District and CSEA.

Section 2. Vacancies:

A vacancy is an unfilled position at any District work site that has occurred as a result of attrition or the need for additional staff.

1. The District will, within 30 (thirty) calendar days of vacancy of a permanent position, notify the CSEA President of the status of the position. As of July 1, 2010, this thirty (30) day timeline shall reduce to 15 (fifteen) working days. In the event a decision is made to un-fund or to eliminate the allocated position, Human Resources will notify the CSEA President or designee within ten (10) working days of the decision so that the impacts and effects of the decision can be negotiated.

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.

2. 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.
3. CSEA shall be notified of all job announcements on the date each position is posted. Notices shall remain posted for a period of not less than ten (10) working days.
4. The job announcement shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position as determined by the job description, the assigned job site, the number of hours per day, days per week, and months and/or days per year assigned to the position, the work shift, the salary range, and the deadline for filing an application.
5. Only after the hiring process outlined in this article has been exhausted can the District actively recruit outside candidates for the vacancy.

Section 3. Transfers and Promotions:

Bargaining unit members who apply for a transfer or a promotion, who meet minimum qualifications, shall be granted an interview and shall be given first consideration.

1. Transfers: A transfer is the movement of a bargaining unit member from his/her assigned position to a vacant position in the same or a lateral classification.
  - A. If an employee is granted a transfer the employee shall retain his/her current step.
  - B. If an employee requests and is granted a transfer to a lower, related classification the employee will be placed on the range of the new classification and on the step which will result in an hourly wage which is the closest to but not less than the hourly wage of the original position.
2. Promotions: A promotion is the movement of a bargaining unit member from his/her assigned position to a vacant position in a higher classification.
3. When a permanent unit member is promoted, he/she shall be placed on the salary schedule at the range of the new classification and on the step which will result in at least a five (5%) percent increase in his/her hourly wage, not to exceed the highest step.
4. When a permanent bargaining unit member applies for and receives a promotion, the employee shall be considered probationary in the new position for a period of six (6) months.

Section 4. Return Rights from a Promotion

In the event a permanent employee is unsuccessful in his/her promotional position, he/she shall be entitled to reinstatement to the original position. The decision to return to the original position may be initiated by either the employee or the District.

1. If the original position is filled by another unit member at the time that the promoted unit member is deemed to have been unsuccessful, the retreating unit member may agree to be assigned to another vacant position in the same or lower classification as the original position. If no appropriate vacancy exists, the retreating unit member shall bump the least senior member in the same classification as the retreating member's original position.
2. If the unit member is placed in an alternative classification he/she shall be paid for the same number of hours at the same range and step that he/she was paid in the original position. This grandfather arrangement shall continue only until the unit member is offered the first available vacancy in his/her original classification. If the unit member refuses the opportunity to transfer back to the original classification, his/her salary range shall immediately change to that of the alternative position while maintaining the same

step placement. The length of the workday or work year for either position does not affect the terms in this section.

#### Section 5. Probationary Employees

Bargaining unit members shall not be eligible to transfer or promote within their new employee probationary period.

#### Section 6. Involuntary Transfer

An involuntary transfer is a transfer within the same classification at the request of the District.

1. 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.
2. Written notice shall be given to the employee and CSEA of an involuntary transfer at least ten (10) working days prior to the transfer.
3. When more than one vacancy exists within the classification of the unit member to be involuntarily transferred, the unit member may indicate a preference for a particular assignment which shall be taken into consideration.
4. Involuntary transfers may only be made between work sites within the city of the original position.

#### Section 7. Temporary Assignments

Members within the bargaining unit may be assigned on a temporary basis, not to exceed fifteen (15) working days, to any work sites within the city of the member's position. This procedure may be used when a bargaining unit member is on leave and to provide services in a vacant position while the District recruits to fill the vacancy. No one may be assigned to perform the work of the vacancy unless the District is actively recruiting to fill the vacancy. The circumstances for temporary assignments and the time frames for temporary assignments may only be changed by mutual agreement between the District and CSEA.

#### Section 8.

At least one CSEA member shall serve on each interview panel for all bargaining unit positions. The District shall notify the CSEA President prior to each interview panel convening so that he/she may appoint the appropriate CSEA representative(s). This does not preclude the District assigning an additional classified representative to an interview panel.

Section 9.

Each unit member who applies for a vacancy and who is not selected for that position shall be notified by the Human Resources Office prior to the District re-posting the position.

**ARTICLE 20**  
**CLASSIFIED DISCIPLINE AND DUE PROCESS**

Section 1. Progressive Discipline:

The District shall maintain progressive discipline as a policy where appropriate prior to implementing procedures for dismissal, suspension, and demotion. This provision has no effect on the evaluation process which operates independently, according to its own procedures in this Agreement.

1. Verbal Warning: Verbal warnings shall occur within a reasonable time after the District becomes aware of an alleged infraction or unsatisfactory performance.
  - a. Given by the employee's supervisor or second level manager. No record of this step will be kept or recorded in the employee's personnel file but a notation of it may be kept by the issuing supervisor.
  - b. This warning will not be deemed a penalty under this section or under the relevant provisions of the Education Code.
2. Written Warning: A written warning may be issued for the same or similar infraction or continued unsatisfactory performance, which occur within a reasonable time following a verbal warning
  - a. Given by the employee's supervisor or second level manager. No record of this step will be kept or recorded in the employee's personnel file unless a subsequent letter of reprimand is issued.
  - b. The letter should include a statement that the employee already has been given a verbal warning, or that the infraction is sufficiently serious so as to warrant a written warning.
  - c. This writing will not be deemed a penalty under this section or under the relevant provisions of the Education Code.
3. Letter of Reprimand: A letter of reprimand may be issued within a reasonable period of time following a written warning if infractions or unsatisfactory performance continues.
  - a. Given by the employee's supervisor or second level manager.
  - b. This letter will be kept in the employee's personnel file, and the employee may respond to the letter, in writing within 10 days of its receipt.
  - c. The letter should include a statement that the employee already has been given a written warning, or that the infraction is sufficiently serious so as to warrant a letter of reprimand. If a written warning had been issued, it may be attached to this letter.
  - d. This letter should outline an improvement plan, complete with suggested actions and a timeline for their completion.

- e. Upon completion of the improvement plan, the supervisor and employee will meet to review the improvements and whether further corrective action needs to be taken.
  - f. The result of this meeting and the improvement plan process will be memorialized in writing and attached to the original letter of reprimand.
  - g. The letter of reprimand may include a statement that the actions cited therein will trigger an additional evaluation of the employee in accordance with the evaluation procedures of Article 8.
  - h. This letter will not be deemed a penalty under this section or under the Education Code.
4. Progressive discipline steps may be bypassed or accelerated if the seriousness of the conduct, in accordance with Section 8.2 and 9 of this Article, warrants such action.

## Section 2. Disciplinary Action Against Permanent Classified Employees

1. As used herein, "disciplinary action" shall mean suspension without pay, demotion, or dismissal.
2. In addition to any disqualifying or actionable causes otherwise provided for by statute, each of the following job-related actions constitutes cause for disciplinary action against a permanent classified employee.
  - a. 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.
  - b. Unsatisfactory performance.
  - c. Neglect of duty.
  - d. Insubordination.
  - e. Dishonesty.
  - f. 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.
  - g. Addiction to the use of narcotics, possession of narcotics, or being under the influence of narcotics during working hours.
  - h. Absence without leave.
  - i. Conviction of a felony, conviction of any sex offense made relevant by provisions of the Education Code 44010, 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.

- j. Immoral conduct.
- k. Discourteous treatment of the public, students or other employees.
- l. Improper political activity as governed by the federal and state law.
- m. Willful disobedience.
- n. Misuse of District property.
- o. Violation of, or refusal to obey, the school laws of the state or reasonable regulations prescribed for the government of the community colleges by the board of governors or by the governing board of the community college district employing him or her.
- p. 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.
- q. 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 reasonable accommodations for disabilities or retirement of employees.

No disciplinary 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.

### Section 3. Sealing of Negative Documents

Negative documents in an employee's personnel file shall be placed in a sealed envelope at the employee's request after two (2) years. The sealed envelope may remain in the personnel file, but can only be opened by the Superintendent/President or designee.

### Section 4. Procedures - Informal Level

1. Draft Statement of Charges: The employee against whom a disciplinary action has been recommended shall be served with a written "draft" Statement of Charges against him or her.
2. The Draft Statement of Charges shall include:

- a. A statement of the nature of the recommended disciplinary action (suspension without pay, demotion, or dismissal);
  - b. A statement of the alleged causes therefore as set forth in (2.B), above;
  - c. A statement of the specific and alleged acts or omissions upon which the causes are based, including any supporting documentation that the District has available. If a cause stated in (2.B.16), above, is alleged, the rule, policy, or procedure violated shall be set forth;
  - d. A statement of the employee's right to an informal Skelly hearing and the time within which his/her request for a hearing appeal must be filed;
  - e. A Request for Hearing; a card or paper, the signing and filing of which shall constitute a demand for an informal Skelly hearing and a denial of all charges.
  - f. A copy of the district's rules and regulations relating to suspension, demotion, and dismissal together with a copy of Education Code 88013 and 88016.
  - g. A copy of the discipline article from the current collective bargaining agreement between CSEA and the District.
3. Service to the Employee: The draft Statement of Charges and all of the required accompanying documents shall be served upon the employee either personally or by certified mail to the employee at his/her last address in the records of the District.
  4. Employee Request for Hearing: The employee shall have ten (10) calendar days from the time the charges are received to return the Request for Hearing to the District to request an informal Skelly hearing. Failure to request a hearing within the ten (10) calendar days shall be deemed to be a waiver of the right to a hearing.
5. Informal Skelly Hearing
    - a. If an employee requests an informal Skelly hearing, such a hearing shall be scheduled as soon as administratively practicable. The purpose of the hearing shall be to provide the employee an opportunity to respond to the draft charges either verbally or in writing. The employee shall have the right to have a CSEA representative participate. The hearing officer shall be an impartial designee who was not a party to the investigation or drafting of the charges, does not have a stake in the outcome, and who is not in the same department or area as the employee, and who has the authority to amend or dismiss the charges.
    - b. Upon conclusion of the informal hearing, the District shall consider the recommendation(s) of the hearing officer and decide to amend, dismiss, or pursue the charges as set forth in the draft Statement. If the District decides to pursue discipline,



a final Statement of Charges shall be provided to the employee with all of the appropriate attachments as set forth in Section 3 of this Article.

- c. Request for Hearing. The employee may, within ten (10) calendar days after receiving the formal Statement of Charges, appeal by signing and filing the Request for Hearing. Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of appeal. A Request for Hearing is filed only by delivering the request to the office of the Superintendent-President during the normal work hours of that office. A Request for Hearing may be mailed to the office of the Superintendent-President but must be postmarked no later than the time limit stated herein.
- d. Failure to Appeal: If the employee against whom a recommendation for discipline 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. If the recommendation has not already been ordered into effect on an interim basis according to Section 9 of this Article, the person making the recommendation may order the recommended disciplinary action into effect, and such action shall be reported to and made subject to ratification by the Board of Trustees. A copy of the ratified order shall be served upon the employee by registered or certified mail, return receipt requested.

#### Section 5. Procedures: Formal Evidentiary Hearing

1. Hearing Officer: In those cases where the proposed discipline is suspension, demotion, or dismissal, the hearing shall be conducted before a hearing officer selected jointly by CSEA and the District. If the two parties fail to reach agreement on a hearing officer, the State Conciliation and Mediation Service will be requested to supply a list of five names. Each party will alternately strike from the list until only one name remains. The order of striking will be determined by lot. The District and the CSEA shall share the expenses of the hearing officer.
2. Amended Charge: At any time before the formal hearing, the person making the recommendation may, with the consent of the Board and hearing officer, serve on the employee and file with the hearing officer, an amended or supplemental recommendation for disciplinary 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 by the employee, and any objections to the amended or supplemental causes or allegations may be made at the hearing and shall be noted in the record.
3. Discovery: The employee shall have the right to inspect and receive copies of any documents or other materials in the possession of or under the control of the District which are relevant to the disciplinary action proposed provided such documents and materials are not defined as "privileged" by law. The employee and/or his/her

representative shall also have the right to interview District employees having knowledge of the acts or omissions upon which the proposed disciplinary action is based.

4. Hearing Procedures: The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the 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 District may also be represented by counsel.
5. Hearing Officer's Decision: At the conclusion of the hearing, the hearing officer shall determine the relevancy, weight, and credibility of testimony and evidence. If the hearing officer finds the charges have been proven, he/she may order the reprimand of the employee, a suspension without pay, a demotion, dismissal of the employee, or a dismissal of the charges. When the decision is to levy discipline, the hearing officer shall make specific written findings of fact and conclusions of law as to each charge. Thereafter the order and findings shall be served upon the employee personally or by certified mail at his/her last address as shown in the record of the District. The hearing officer's decision shall be announced in public session of the Board of Trustees. The hearing officer's decision shall become final after completion of the above. The employee or his or her representative may obtain a copy of the transcript of the hearing at his or her cost upon written request to the District.

Section 6. Administrative Leave Pending Proceedings:

1. In any case where it has been determined that continuation of the employee in active present status after a written informal or formal recommendation of disciplinary 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 disciplinary proceedings are pending, the Superintendent-President may order the employee to be placed on paid administrative leave.
2. In the event emergency circumstances require removal of the employee from the worksite immediately, the employee shall be provided with an informal Statement of Charges and all required attachments as set forth in Section 3 of this Article within five (5) days after his/her removal from the premises. The employee shall remain on paid administrative leave throughout the disciplinary process. The employee may be returned to work with a minimum twelve (12) hour notice to the employee.

Section 7. Immediate Suspension Without Pay:

In any case where the recommended disciplinary 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 provide the employee with an informal Statement of Charges and all

required attachments as set forth in Section 3 of this Article. The regular disciplinary process shall then commence. If the suspension goes beyond five (5) days, the employee shall be placed on paid administrative leave commencing on the sixth (6<sup>th</sup>) day. The suspension may be terminated by the District with a minimum twelve (12) hour notice to the employee. If the final determination by a hearing officer is to uphold the recommendation for suspension, time served shall be counted. If the final determination is for the employee, the employee shall be repaid all lost wages and be made whole.

Section 8. Disciplinary Settlement Agreements:

A disciplinary action may be settled at any time following the service of a formal Statement of Charges. The terms of a settlement shall be in writing. An employee and/or the District offered such a settlement shall have a reasonable opportunity to review the proposed settlement and seek counsel before approving the settlement in writing.

Section 9. Maximum Suspension Period:

Any suspensions invoked under this Article 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.

Section 10. Timeline Extensions:

Timelines in this Article may only be extended by mutual agreement between CSEA and the District.

Section 11. Release from Employment of Probationary Employees:

1. Probationary employees are subject to release from employment during the probationary period, without cause.
2. Prior to release from employment, the Director of Human Resources and Equal Employment Opportunity, with the CSEA President or designee, shall meet with the employee to notify the employee of his/her status.
3. The employee will have no right to a disciplinary hearing. The employee will have no right to appeal the Superintendent's action to the Board of Trustees.
4. 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.

5. 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.
6. By mutual agreement between the District and CSEA, a probationary employee may have his/her probationary period extended for up to a total of no more than twelve (12) months.

## **ARTICLE 21 GRIEVANCE PROCEDURE**

### Section 1. Definitions

1. A "grievance" is an allegation by a member of the bargaining unit that he or she has been adversely affected by a violation of a specific article, section, or provision of this Agreement.
  - A. 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 the District, are not within the purview of this procedure.
2. A "grievant" is an employee or group of employees covered by this Agreement, or CSEA.
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" shall 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 unless the contract violation is of an on-going nature.
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 or extended by mutual written consent of the parties.

Section 3. Procedural Steps

1. Informal: Immediate supervisor

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

2. Formal, Level I: Immediate supervisor

A. If a satisfactory resolution is not reached informally within ten (10) days after the informal conference with the immediate supervisor, the grievant, may, within 10 (ten) 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 grievant.

C. Within the above time limits, either party may request a personal conference.

3. Formal, Level II: Next level supervisor/manager

A. If the grievant is not satisfied with the decision at Formal Level I he or she may, within ten (10) days after receiving the Level I response, appeal the decision on the appropriate form to the appropriate next level supervisor or manager. 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. That next level supervisor/manager 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.

4. Formal, Levels III and IV: Higher supervisor and/or Superintendent/President

A. In the event the grievant is not satisfied with the decision at Formal Level II, he or she may, within ten (10) days after receiving the Level II response, appeal the decision on the appropriate form to the next level supervisor (Level III) or, if none, to the District Superintendent-President or designee (Level IV). 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. That supervisor, or the Superintendent-President or designee, shall communicate a

copy of the appeal and his or her decision in writing to the exclusive representative and to the employee within ten (10) days after receiving the appeal.

- C. Within the above time limits either party may request a personal conference.
  - D. If the appeal was to the next level supervisor (Level III) and the grievant is not satisfied with the result of Formal Level III, he or she may appeal the decision by following these procedures at Level IV. Grievants will bypass Level III if there is no higher supervisor between his or her immediate supervisor's next level supervisor and the Superintendent/President.
  - E. In Level IV, 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 or her issuing a decision, it shall be presumed that CSEA has agreed to the decision.
5. Formal, Level V: Advisory Arbitration
- A. If the grievant and CSEA 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, and CSEA representative, shall either mutually agree upon an arbitrator or the parties shall alternately strike names; the remaining name shall be the arbitrator.
  - 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 CSEA. 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 or her decision solely to the application and interpretation of its provisions.
  - E. The arbitrator shall conduct a hearing and submit his or her findings and recommendations in writing to the Board, the grievant, and CSEA 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 next announced 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.

6. Alternate Level V: Community Mediation or Functional Equivalent.

- A. If the grievant and CSEA are not satisfied with the decision at Level IV, they may, within ten (10) days after receiving the Level IV response, submit a notice in writing to the Superintendent-President or designee that they intend to mediate the dispute.
- B. The parties will thereafter cooperate to find a mediator acceptable to both, through the Conflict Resolution & Mediation Center of Monterey County, the National Association of Community Mediators, State Mediation and Conciliation Service, or the local bar association. If either party objects to mediation, the parties will submit themselves to advisory arbitration pursuant to primary Level V, this article.
- C. The expenses of mediation will be shared equally by the District and the CSEA.
- D. The parties, together with the mediator, will establish the rules of the mediation, including a commitment to act quickly to bring the matter to a resolution. At the end of the mediation, the parties will submit their agreed findings and recommendation, which will be submitted to the Board. The Board will render a final and binding determination of the grievance.
- E. If the parties are unable to reach a resolution, the grievant may proceed to primary Level V, advisory arbitration, in this article.

Section 4. Other Provisions

- 1. Nothing contained herein shall deny to any bargaining unit member his or her legal rights under state or federal constitutions and laws.
- 2. No probationary employee may use this grievance procedure in any way to appeal discharge.
- 3. No bargaining unit member 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 or CSEA 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 CSEA on matters subject to



this grievance procedure. District shall submit to the Chapter President copies of any formal written grievance five (5) days after its filing.

5. Any grievance that 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. The grievant and his or her 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 member 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 per week.
7. A grievant may at any time withdraw a Level I or II grievance by notifying his or her immediate supervisor in writing. Grievances above Level II may only be withdrawn by CSEA. Such action shall terminate all future action relative to this specific grievance.
8. **Multiple Grievants:** If the same grievance is alleged by more than one employee against the same manager, one affected employee or CSEA may file on behalf of all of the grievants.

**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.

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

Section 3.

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**  
**CLASSIFICATION REVIEW AND RECLASSIFICATIONS**

Section 1. Definitions

- A. Reclassification: Reclassification is a recognition that a position has evolved through a gradual change in duties and job requirements. It is caused by a permanent assignment of duties and responsibilities that change the nature of the employee's job to such an extent that the employee more accurately falls under a different job description. A more appropriate job description may or may not already exist in the bargaining unit. Reclassification may or may not result in a change in salary.
  
- B. Re-allocation: Re-allocation is the movement between one salary schedule range and another. The results of the compensation study may indicate that a classification or a specific position is *above or* below the target range of comparable salaries indicating a need for re-allocation. The results may also indicate that re-allocation is not necessary.

Section 2. Responsibilities of Stakeholders

A. Board of Trustees

- 1. Set policy on classification/reclassification process.
- 2. Review and approve recommendations from Superintendent/President.

B. Human Resources

- 1. Lead District-wide communication and facilitate an understanding of goals, objectives, processes, and outcomes.
- 2. Review applications for completeness.
- 3. Work with Committee to ensure process and timelines are consistent with the charge.
- 4. Communicate Committee recommendations to employees.
- 5. Administer Appeals process.
- 6. Bring Committee recommendations/Tentative Agreements to Superintendent/President.
- 7. Facilitate negotiations with CSEA when required.
- 8. Analyze and resolve committee referrals regarding workload issues or temporary out of class assignments.

C. Classification Review Committee

- 1. Conduct classification reviews according to procedures in this article.

2. Keep record of interviews, deliberations, and decisions on forms provided.

D. Employees

1. Complete classification review documents.
2. Timely forward completed forms to direct supervisor for review and input.
3. Submit forms to Human Resources within timeline.
4. Review and respond to Committee's recommendation for their position.
5. Participate with Committee upon request.
6. Make presentation to Committee upon request.

E. Direct Supervisors

1. Review employee's completed classification review documents.
2. Complete direct supervisor's statement.
3. Obtain Level 2 manager review and signature if necessary.
4. Allow employee to review response.

Section 3. Classification Review Committee

A. Composition of Committee

1. The Classification Review Committee shall be comprised of two CSEA members appointed by the Chapter 470 Executive Board, two District members appointed by the Superintendent/President or designee, and a fifth member jointly agreed to by CSEA and the District.
2. CSEA shall make every effort to not have more than one member from a single department where it would seriously hinder operations.
3. CSEA and the District shall each appoint an alternate to serve on the Committee. Alternates may attend meetings, but vote only in the absence of a regular member.

B. Term of Office: Committee members shall serve a staggered two-year term.

C. Quorum: Two committee members each from CSEA and the District must be present in order to meet and take action.

D. Decision-making: The Committee shall make decisions by majority vote. The fifth person shall vote only in the event of a tie.

E. Release Time: The District shall grant release time for CSEA members serving on this Committee.

F. Conflicts of Interest: Any member of the Committee with a “direct” conflict shall excuse him/herself from the discussion and voting on the recommendation. A “direct” conflict exists:

1. When a committee member holds the same classification as the individual employee(s) being reviewed.
2. When a committee member has the responsibility of immediate supervision of the employee(s) scheduled for review.
3. When a committee member has an ongoing or recent substantial conflict with the individual applicant.
4. When a committee member has submitted an application to be reviewed by the present Committee.

#### Section 4. Classification Review

A. Individual Review: Individuals may apply for a review of their position according to the timelines and procedures in this article.

1. Annually, CSEA members will have the opportunity to submit their current position for review and analysis.
2. Individual applications may not be filed in the same year that the employee’s classification is included in a Cyclical Review.
3. If a position is reclassified, a two-year waiting period is required before a new individual application may be filed.
4. If an individual application is denied, a new application may be filed in the following year unless it is already included in the Cyclical Review for that year.
5. Individual applicants must have successfully served their probationary period in a position before filing an individual application for that classification.
6. Requests for reviews may be submitted by the employee and/or a direct supervisor.

B. Cyclical Review: Classifications and/or job families shall be reviewed a minimum of once every four (4) years. Each year, classified employees whose job classifications have been identified for review will be requested to submit classification review documents. The review cycle of families is listed below and further defined in Appendix F, Alphabetical Listing of Classifications by Family.

1. Year 1: (a) Clerical/Secretarial
2. Year 2: (a) Library Services  
(b) Instructional Services  
(c) Warehouse
3. Year 3: Student Services

4. Year 4:
  - (a) IT/Instructional Technology
  - (b) Accounting
  - (c) Program Support
  - (d) Other Technical Paraprofessional
  
- C. Re-Organizations: In the event that the District initiates a re-organization that impacts classifications and/or job descriptions, the CSEA and the District will meet to determine whether any adjustment to the cyclical review schedule is warranted.
  
- B. Timeline: A 30-day window period shall open no later than November, annually. It is the intent of the parties that the entire procedure, including ratification by the parties, shall be completed no later than April 1 of each year. Reclassifications and re-allocations shall be effective the July 1 following the window period during which an application was submitted or a cyclical review was initiated.
  
- E. Classification Study Procedures:
  1. Process Notification: Annually, Human Resources will open the process and set a submission deadline. Notification and required forms will be sent to CSEA members and management and will be available on the HR website. Employees will have approximately four (4) weeks from the opening of the process to submit their completed and signed classification review documentation and completed and signed direct supervisor's statement to the Human Resources Office.
  
  2. Requirements and Documentation: It is responsibility of each employee to submit the required documentation by the deadline. The following document/information should be provided.
    - a. The Classification Review Document must be completed and signed.
    - b. For individual requests only, attach the current job description.
    - c. If job duties have changed, been added or deleted, from those in the current job description, indicate the changes and dates of those changes.
    - d. Indicate if changes in job duties are temporary or permanent and provide supporting information.
    - e. The direct supervisor's statement must be completed and signed.
  
  3. Committee Review: The Committee will have approximately three (3) months from the submission deadline to conduct the classification review and submit recommendations. The Committee shall complete the following:
    - a. Review completed applications.
    - b. Meet, as a group, with individual applicants and those included in a cyclical classification study.

- c. Meet with the direct supervisors of applicants and those who supervise classifications/families under review.
- d. Analyze existing job descriptions.
- e. Recommend job description revisions, establish new classifications and draft new job descriptions when appropriate.
- f. Recommend reclassification of a position from one classification to another existing or new classification when appropriate.
- g. Analyze salary placement; conduct compensation study utilizing comparison colleges, school districts, and other organizations as agreed to by CSEA and the District.
- h. Recommend salary placement for new, revised, or existing classifications and/or positions.
- i. Keep records of interviews, deliberations, and decision on forms provided.
- j. Refer workload and out of class issues to Human Resources for resolution.
- k. Request that the Human Resources Office solicit any additional information that may be needed.
- l. The Chief Human Resources Officer (CHRO) and the CSEA Labor Relations Representative shall participate with the Committee when drafting and setting salary levels for new job classification/descriptions.

4. Committee Recommendations:

- a. The Committee shall make recommendations to the CHRO, which shall be submitted in the form of a Tentative Agreement.
  1. Upon review and approval, the Tentative Agreement(s) shall be signed by the president/designee and forwarded to the appropriate channels for ratification.
  2. If there is not agreement on one or more recommendations, or if the chief fiscal officer verifies that the budget cannot sustain these recommendations, negotiations between the parties shall commence no later than March 15.
- b. Committee recommendations are not grievable.

Section 5. Appeals Process

- A. Employees who are dissatisfied with the classification recommendation may appeal the committee's decision. Appeals must be made in writing on the forms provided. Requests will be directed to, and reviewed by, the chief human resources officer and the Superintendent/President, or designee.



- B. It is the responsibility of each employee to submit the required documentation to the Human Resources Office and the direct supervisor within 14 calendar days from the receipt of the classification recommendation.
- C. The following documents will be reviewed on the appeal:
  - 1. The completed and signed Employee Request for Reconsideration form.
  - 2. The completed and signed Immediate Supervisor Feedback form.
  - 3. The original review and reclassification request file, including the employee's application, the supervisor's statement, and the committee's records.
- D. A written decision will be rendered within 30 calendar days from the date the Employee Request for Reconsideration form is submitted to the Human Resources Office.
- E. The decision from the CHRO and the Superintendent/President shall be final and shall not be grievable.
- F. Regular rules of labor relations shall apply for implementation of the appeal decision.

Section 6. Program Review

After each review cycle, the parties will meet to review the process and forms to determine how well the process and forms have worked to achieve the goal of fair classification and compensation of employees.

## **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**  
**CONTRACTING OUT**

The District shall not contract out work that customarily and routinely has been performed by members of the bargaining unit, except in accordance with the provisions of the Ed. Code or as otherwise agreed between the parties. If CSEA agrees to contract out, the effects of that decision shall be negotiated. The District may enter into personal services contract for work currently or customarily performed by classified employees to achieve cost savings under the conditions listed in California Education Code 88003.1. If that provision of the Ed. Code is invalidated, the District agrees to negotiate guidelines that meet the intent of that section, which the District will follow in making contracting-out decisions.

**ARTICLE 27  
DURATION**

1. The term of this agreement shall be from July 1, 2012 through June 30, 2015.
2. There shall be no reopeners unless the parties mutually agree to open an article(s). However, the parties agree to negotiate Article 24: Reclassifications to create a viable procedure.
3. In the event that the District reaches agreement with any other bargaining unit to provide compensation during the term of this agreement, including but not limited to a salary schedule increase or an increased contribution toward health and welfare benefits, CSEA shall be afforded the same increased compensation. The parties shall meet to determine how the increase shall be distributed to CSEA members within 15 days following Board approval.
4. Nothing in this agreement shall be construed as limiting any rights the parties otherwise retain under the provisions of the Educational Employment Relations Act.

**HARTNELL COMMUNITY COLLEGE  
DISTRICT**

By: Willard C. Lewallen  
Dr. Willard C. Lewallen  
Superintendent-President

Date: 20 Mar 2013

By: Terri Pyer  
Terri Pyer  
Chief Negotiator

Date: March 7, 2013

By: Alfred Muñoz  
Alfred Muñoz  
Bargaining Team Member

Date: 3-11-13

By: Mary Dominguez  
Mary Dominguez  
Bargaining Team Member

Date: 3/13/13

**CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION - CHAPTER 470**

By: Margie Wiebusch  
Margie Wiebusch  
President, CSEA Chapter 470

Date: 3/13/13

By: Joanne Pleak  
Joanne Pleak  
Bargaining Team Member

Date: 3-13-13

By: Stephen Otero  
Stephen Otero  
Bargaining Team Member

Date: 3/22/13

By: Eric Price  
Eric Price  
Bargaining Team Member

Date: 3-15-13

By: Valarie E. Davis  
Valarie E. Davis  
Labor Relations Representative

Date: 3-7-13

Ratified by CSEA, Chapter 470: May 23, 2012

Ratified by Board of Trustees, Hartnell Community College District: June 5, 2012

Article 24: Ratified by CSEA, Chapter 470: November 9, 2012. By Board of Trustees HCCD: December 11, 2012.

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

<b>Position Title</b>	<b>Salary Range</b>
Accountant _____	36
Accounting Assistant _____	21
Accounting Technician _____	25
Administrative Assistant _____	18
Administrative/Help Desk Assistant _____	20
Admissions and Records Technician _____	18
Admissions and Records Evaluation Technician _____	24
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
Disabled Students Programs and Services (DSP&S) Lead Specialist _____	34
Enrollment Services Lead _____	34
Enrollment Services Specialist _____	26
EOPS/CARE Technician _____	18
Extended Opportunity Program and Services (EOP&S) Specialist _____	31
Financial Aid Lead _____	34
Financial Aid Specialist _____	31
Financial Aid Technician _____	18

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

<b>Position Title</b>	<b>Salary Range</b>
Foundation Support Technician _____	20
Information Technology Specialist _____	39
Institutional Research Analyst _____	36
Institutional Research Assistant _____	15
Institutional Research Technician _____	20
Instructional Associate (Tool room & Visual Arts) _____	21
Instructional Operations Specialist _____	28
Instructional Operations Technician _____	28
Instructional Services Assistant _____	14
Instructional Specialist – Learning Center _____	23
Instructional Specialist – Distance Education and Computer Lab _____	23
Instructional Technologist _____	37
Instructional Technology Technician _____	22
International Admissions Technician _____	18
International Student Advisor _____	44
Lead Program Coordinator _____	34
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
Multimedia Technician _____	33
Nursing Program Specialist _____	25

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

<b>Position Title</b>	<b>Salary Range</b>
Offset Equipment Operator _____	19
Planetarium Coordinator _____	23
Program Assistant I _____	26
Program Assistant II _____	31
Programmer Analyst _____	40
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
Senior Accountant _____	45
Senior Programmer Analyst _____	44
Student Life Coordinator _____	31
Student Services Technician _____	20
Tutorial Services Coordinator _____	28
Warehouse Assistant _____	15
Warehouse Technician _____	20
Workforce & Community Development Coordinator _____	34
Workforce & Community Development Specialist _____	31



**Appendix B**

Change to Cap Amount

The negotiated cap amount for medical, dental, vision, and life insurance referred to in Article 14 for 2009/2010 is \$1400 per covered employee.

**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 \_\_\_\_\_

**CSEA STAFF  
2009/2010 SALARY SCHEDULE**

<b>Position Title</b>	<b>Salary Range</b>
Accountant	36
Accounting Assistant	21
Accounting Technician	25
Administrative Assistant	18
Administrative/Help Desk Assistant	20
Admissions and Records Technician	18
Admissions and Records Evaluation Technician	24
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
Disabled Students Programs and Services (DSP&S) Lead Specialist	34
Enrollment Services Lead	34
Enrollment Services Specialist	26
EOPS/CARE Technician	18
Extended Opportunity Program and Services (EOP&S) Specialist	31
Financial Aid Lead	34
Financial Aid Specialist	31
Financial Aid Technician	18
Foundation Support Technician	20
Information Technology Specialist	39
Institutional Research Analyst	36
Institutional Research Assistant	15
Instructional Associate (Tool room & Visual Arts)	21
Instructional Operations Specialist	28
Instructional Operations Technician	28
Instructional Services Assistant	14
Instructional Specialist-Learning Center	23
Instructional Specialist- Distance Education and Computer Lab	23
Instructional Technologist	37
Instructional Technology Technician	22
International Admissions Technician	18
International Student Advisor	44
Lead Program Coordinator	34
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
Multimedia Technician	33
Nursing Program Specialist	25
Offset Equipment Operator	19
Planetarium Coordinator	23
Program Assistant I	26
Program Assistant II	31
Programmer Analyst	40
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
Senior Accountant	45
Senior Programmer Analyst	44
Student Life Coordinator	31
Student Services Technician	20
Tutorial Services Coordinator	28
Warehouse Assistant	15
Warehouse Technician	20
Workforce & Community Development Coordinator	34
Workforce & Community Development Specialist	31



# Level I Grievance Form

## Appendix E

- 1. Grievant: \_\_\_\_\_
- 2. Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_
- 3. Work Site: \_\_\_\_\_ Work Phone: \_\_\_\_\_
- 4. Supervisor: \_\_\_\_\_ Title: \_\_\_\_\_
- 5. Employee Representative: \_\_\_\_\_ Phone: \_\_\_\_\_
- 6. Date Incident(s) Occurred: \_\_\_\_\_
- 7. Brief Statement of Incident(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 8. Contract Provisions Violated, Misapplied, or Misinterpreted: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

- 9. Specific Remedy Sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 10. A conference is requested with the District Designee: \_\_\_\_\_ YES \_\_\_\_\_ NO

Grievant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Received by District Designee: \_\_\_\_\_ Date: \_\_\_\_\_

Grievance Tracking Form Attached

# Grievance Tracking Form

Appendix E

Grievant Name: \_\_\_\_\_ Supervisor: \_\_\_\_\_

Date of Informal Grievance Meeting: \_\_\_\_\_

Description of Issue: \_\_\_\_\_

Outcome of Meeting: \_\_\_\_\_

Grievant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor Signature \_\_\_\_\_ Date: \_\_\_\_\_

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### Level I (Attach Grievance Form)

Supervisor's Decision: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

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Level II Appeal (Attach Grievance Form, Date Received: \_\_\_\_\_  
CSEA Response Level I) \_\_\_\_\_

Manager's Decision: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Level III or IV Appeal (Attach Grievance Form and CSEA Response to Level II) Date Received: \_\_\_\_\_

Decision: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

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### Level V Appeal: Arbitration (Attach Grievance Form and CSEA Response to Level III/IV)

Attach Arbitrator's Recommendation(s) Date of Hearing: \_\_\_\_\_

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### Alternate Level V Appeal: Mediation (Attach Grievance Form and CSEA Response to Level III/IV)

Attach Recommendation(s) Date of Mediation: \_\_\_\_\_

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Final Review by the Board of Trustees Meeting Date: \_\_\_\_\_

Attach Board of Trustee's Decision

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

CLERICAL/SECRETARIAL

Administrative Assistant  
Administrative Help Desk Assistant  
Clerical Assistant  
Counseling Data Technician  
Division Administrative Assistant  
Secretary

FISCAL SERVICES

Accountant  
Accounting Assistant  
Accounting Technician  
Purchasing Technician  
Senior Accountant

INSTRUCTIONAL SERVICES

Child Development Center Teacher  
Instructional Associate  
Instructional Operations Specialist  
Instructional Operations Technician  
Planetarium Coordinator  
Science Lab Technician  
Tutorial Services Coordinator

LIBRARY SERVICES

Instructional Technology Technician  
Library Services Specialist  
Library Services Technician  
Library Services Technician – Senior  
Multi Media Technician

MIS/INSTRUCTIONAL TECHNOLOGY

Computer Lab Coordinator  
Computer/Telephone Technician  
Information Technology Specialist  
Instructional Technologist  
Programmer Analyst  
Programmer Analyst/Network Administrator  
Programmer Analyst/Web Administrator  
Senior Programmer Analyst

PROGRAM SUPPORT

EOPS/CARE/CalWORKS Technician  
EOPS Program Coordinator  
EOPS Specialist  
Lead Program Coordinator  
MESA Program Coordinator  
Program Assistant I  
Program Assistant II

STUDENT SERVICES

Admissions and Records Technician  
Assessment Technician  
Enrollment Specialist  
Enrollment Services Lead  
Financial Aid Lead  
Financial Aid Specialist  
Financial Aid Technician  
Records Evaluator  
Scholarship Assistant/Financial Aid Technician  
Student Life Coordinator  
Student Services Technician

TECHNICAL/PARAPROFESSIONAL

Athletic Equipment Attendant  
Institutional Research Analyst  
Institutional Research Assistant  
Institutional Research Technician  
Warehouse Assistant  
Warehouse Technician



**PERFORMANCE APPRAISAL**

**Appendix G**

CHECK ONE      \_\_\_\_\_ Permanent      \_\_\_\_\_ 1st Probation      \_\_\_\_\_ 2nd Probation      \_\_\_\_\_ Plan of Assistance

<b>Employee Name:</b>		<b>Classification/Position:</b>	
<b>Date in Position:</b>		<b>Hire Date:</b>	
<b>Department:</b>		<b>ID#:</b>	

**Date of last appraisal:** \_\_\_\_\_ **Due date of this appraisal:** \_\_\_\_\_

**The rating categories are:**

1. Performance deficient and requires immediate improvement
2. Performance meets expected standards
3. Performance exceeds expected standards

1	2	3	PERFORMANCE FACTORS	COMMENTS ARE REQUIRED FOR EACH PERFORMANCE FACTOR. Attach additional sheets if necessary. Ratings of 1 must be addressed on the reverse side in "Performance Objectives."
			1. <b>QUALITY OF WORK:</b> Consider extent to which completed work is accurate, well organized, thorough, effective.	
			2. <b>QUANTITY OF WORK:</b> Consider the amount and timeliness of acceptable work produced.	
			3. <b>WORKING RELATIONSHIPS:</b> Consider extent to which the employee recognizes the needs and desires of other people, treats others with respect and courtesy. <ol style="list-style-type: none"> <li>a. students</li> <li>b. co-workers</li> <li>c. the public</li> <li>d. supervisors</li> </ol>	
			4. <b>WORKING ATTITUDES:</b> Consider extent to which the employee learns and applies new ideas and technology, demonstrates interest and initiative and accepts job responsibilities.	
			5. <b>ORGANIZATIONAL AND TEAM RELATIONSHIPS:</b> Consider extent to which employee: <ol style="list-style-type: none"> <li>a. accepts constructive criticism and feedback;</li> <li>b. keeps supervisor and co-workers advised of problems, ideas or decisions;</li> <li>c. provides information and assistance to others.</li> </ol>	
			6. <b>WORK HABITS:</b> Consider how the employee: <ol style="list-style-type: none"> <li>a. effectively organizes work.</li> <li>b. uses good judgment in analyzing work situations.</li> <li>c. follows policies and procedures.</li> <li>d. uses safe work procedures.</li> <li>e. uses and cares for equipment and materials.</li> <li>f. dresses appropriately for position, maintains neat and clean appearance.</li> </ol>	
			7. <b>ATTENDANCE:</b> 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.	

**Plan of Assistance for NEXT REVIEW PERIOD**

**Appendix G**

This page is to be completed jointly by the employee and immediate supervisor. A Plan of Assistance is required for probationary employees, is required for employees who receive at least one "deficient" (#1) rating on the Performance Appraisal, and is required for employees who are reporting to a new supervisor.

**Employee Name:** \_\_\_\_\_ **Classification/Position:** \_\_\_\_\_

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

<p><b>PERFORMANCE OBJECTIVES</b> -- 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.</p>	<p><b>PLANS FOR ACHIEVING OBJECTIVES</b> -- Specific methods by which the employee can work toward accomplishing his/her performance objectives. Methods by which the supervisor will assist the employee.</p>

**FOR FINAL PROBATIONARY REPORTS ONLY**

*I recommend the employee be granted permanent status*  YES  NO

Immediate Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Discussed with employee on: \_\_\_\_\_ Date: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I have participated in a discussion of this Performance Appraisal and/or Plan of Assistance:  YES  NO

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

Employee Comments: \_\_\_\_\_

Second Level Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

HR Director's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Immediate Supervisor: Please return the completed evaluation with signatures to the HR Office and provide a copy to the Employee.*

**DEFINITIONS OF CONTRACT TERMS**

<b>Accrued</b>	Already earned; refers to the ability of an employee to accumulate paid time off.
<b>Accumulate</b>	To become greater in quantity or number.
<b>Agreement</b>	When capitalized, equals contract between CSEA and HCC.
<b>Anniversary date</b>	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, as specified in this language, one year from the date of promotion and each year from that date thereafter.
<b>Article</b>	Major subdivision of this Agreement (contract) consisting of sections and subsections.
<b>Bumping rights</b>	Right to displace a less senior employee in a layoff; means the displacement of a junior worker by a senior worker to avoid the layoff of the senior worker.
<b>Cause</b>	A ground for legal disciplinary action as contained in Disciplinary Action Article.
<b>Class</b>	Classification
<b>Classification</b>	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 classification may contain a single position, or the act of placing a position in a classification according to its duties, educational and skill requirements, and authority. Also the position once it is placed in a class.
<b>Classified employee</b>	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.

<b>Compensatory time (in lieu time)</b>	Paid release time from work taken in lieu of cash payment for overtime/extra time worked.
<b>Date of hire</b>	Date first employed as a classified service employee with the District.
<b>Day</b>	Timelines in the Agreement are computed by excluding the first day, and including the last, unless the last day is a holiday, and then that day is to be excluded. The word “day” in this Agreement is as it is defined in the Article in which it appears or to which it relates. If undefined in any Article, “day” shall mean calendar day.
<b>Disciplinary action</b>	Any action whereby an employee is dismissed, suspended, or demoted.
<b>Discriminate</b>	Illegally treat differently than other employees in similar circumstances and/or illegally treat in such a way as to harm.
<b>Donor</b>	One who donates sick leave.
<b>Extra time</b>	Time worked in excess of regular assigned hours for which regular (straight time) salary is paid (not over-time).
<b>Fiscal year</b>	July 1 through June 30.
<b>Formal</b>	In writing (typed, written, or printed).
<b>Immediate Family</b>	The definition included in Bereavement Leave shall serve for the entire Agreement.
<b>Immediate Supervisor</b>	The supervisor or manager to whom an employee directly reports; evaluator
<b>In lieu time</b>	Compensatory time; leave given to compensate an employee for additional hours worked. Time off in lieu is often given instead of

	a payment for overtime.
<b>Incompetent</b>	Inadequate; lacking the qualities needed for effective action.
<b>Inefficiency</b>	Not producing the effect intended; wasteful of time/energy.
<b>Informal</b>	Not reduced to written form (typed, written, or printed).
<b>Initial probationary period</b>	Nine month period, immediately following the date of hire in classified service.
<b>Job description (Job duty statement)</b>	A written statement of duties, responsibility level, degree of supervision and qualifications required (education, experience skills, etc.) of a classification.
<b>Lateral move</b>	A movement to a different classification at the same salary range.
<b>Lay-off</b>	Change in employment status from employed to unemployed while maintaining re-employment and other specified rights (see Lay-off Article).
<b>Management employee</b>	Any District employee legally designated "Management" by the Hartnell College Governing Board.
<b>Minimum qualifications</b>	Education skills, experience, license requirements and other qualifying factor required for any given classification as stated in the job description.
<b>Paid status</b>	Receiving pay for work performed or during approved leave time.

<b>PERB</b>	Public Employment Relations Board. The governing board over collective bargaining pursuant to the Educational Employees Relations Act (EERA).
<b>Permanent Employee</b>	Classified service employee who has completed his/her initial probationary period as defined in probation.
<b>Promotion</b>	A permanent movement to a classification at a higher or equal range.
<b>Pro-rata</b>	To divide, distribute, or assess proportionately.
<b>Probation</b>	Nine month period of initial assessment during which an employee may be dismissed without notification of cause or right to hearing (initial probation).
<b>Probationary employee</b>	Employee serving an initial probationary period.
<b>Promotional Probation</b>	Six-month period of probation following a promotion during which an employee may be returned, voluntarily or involuntarily, to a previous position (demoted) without right to a hearing.
<b>Promotional probationary employee</b>	Employee serving 6 month probationary period following a promotion.
<b>Range</b>	The pay level on the salary schedule to which a classification is assigned.
<b>Recipient</b>	One who receives.
<b>Regular employee</b>	Classified service employee, whether in probationary or permanent status.
<b>School year</b>	The school year (academic year) begins on July 1 and ends on June 30.

<b>Section</b>	Subdivision of an Article relating to the same subject matter as the Article itself.
<b>Shall and will</b>	Both mandatory terms. One equals the other.
<b>Short term employee</b>	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.
<b>Subsection</b>	Subdivision of a section.
<b>Substitute</b>	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.
<b>Supervisory employee</b>	Any District employee designated supervisory by the Hartnell College Governing Board.
<b>Transfer</b>	A movement to a like position (same job classification, hours/workdays).
<b>Vested</b>	Having the character or given the rights of absolute ownership.
<b>Workday</b>	Day when employee is normally required to work.
<b>Work-year</b>	The total days an employee is in paid status between the beginning and ending dates of employee's assignment.

