



California
School
Employees
Association

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Adam Weinberger
Association President

Keith Pace
Executive Director

Member of the AFL-CIO

The nation's largest
independent classified
employee association



October 2, 2025

Via Electronic Mail:
spullum@hartnell.edu

Shawn Pullum
Chapter President 470

Re: Tentative Agreement on Successor Agreement 2025-2028

Dear President Pullum:

I have received the Successor Agreement tentatively agreed to between the Hartnell Community College School District and the California School Employees Association (CSEA) and its Hartnell Chapter 470 that will be in effect from July 1, 2025 through June 30, 2028.

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

Ratification for this tentative agreement **is** required. After the agreement has been ratified by the chapter, and signed by you, the district, and your Labor Relations Representative Isabela Telles please provide your LRR with three (3) signed copies of the final agreement. Additionally, please provide your LRR with the ratification date so that we may update our records.

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

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

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

Congratulations on your agreement!

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Stacy Galaviz
Field Director

SG/nah

Cc: Becki Rangel Hadley, Regional Representative 70; Isabela Telles, Labor Relations Representative; Chapter 470 Contract File

Collective Bargaining Agreement 2025-2028



California School
Employees Association

Signed on: _____

For the Hartnell Community College District:

<i>Name</i>	<i>Title</i>	<i>Date</i>
Kayla Valentine 	Interim Vice President of HR and EEO	09/26/25
		

For California School Employees Association (CSEA) and its Chapter 470:

<i>Name</i>	<i>Title</i>	<i>Date</i>
Isabella Telles 	Labor Relations Rep. (LRR)	09/29/2025
Shawn Pullum 	Negotiator	09/26/2025
Jess Green 	Negotiator	09/29/2025
Julie Silveira 	Negotiator	09/29/2025
	Negotiator	

Exhibit A

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 workday 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. Main Campus, Building E
 - b. King City Education Center
 - c. Alisal Campus
 - d. Soledad Education Center
 - e. Castroville Education Center

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

2. Additional worksites for posting materials may be added by mutual agreement.
3. No postage will be provided to the Chapter by the District.

Section 4. Employee Organization -- Contact. By January 15 of each year, the Chapter shall provide to 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.

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, upon their 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 their 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. Committee Appointments.

1. If the District creates a committee that is designed to include 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). A "committee" may include a task force, work group, or subcommittee, established by this Collective Bargaining Agreement, a District Board Policy or Administrative Procedure, or as part of the participatory governance process.
2. CSEA will make every effort to limit its appointments so that each employee will serve on a maximum of two (2) such committees for which release time will be granted (as identified in Section 9, Release Time) at any given time. Membership on a hiring committee, the Employer-Employee Relations Committee (EERC) or CSEA bargaining team does not apply toward the two (2)-committee limit. CSEA shall notify the Vice President of Human Resources if CSEA has determined that it cannot limit an appointment in this manner, so that the Parties can work toward a mutually agreeable resolution.
3. CSEA will notify the District's Vice President of Human Resources in writing within three (3) business days after CSEA appoints an employee to a committee, council, task force, or working group as identified in this section.
4. When an employee is the CSEA designated representative to a committee as defined in this section, the employee shall be provided sufficient release time to fully participate and prepare for such commitments. The District agrees to inform the manager with the established schedule for committee meetings after the appointment has been confirmed by Human Resources. Additionally, the employee shall provide their manager with at least three (3) business days' advance notice of any non-standing meetings of that committee, to allow the manager, employee, and, if necessary, CSEA and the Office of Human Resources to address any manager or employee concerns related to the employee's release time for a specific meeting.

Section 9. Release Time.

1. 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, including reasonable time to prepare.
2. The District shall provide five (5) days of paid release time to designated chapter delegates each to attend the annual CSEA Conference. The maximum number of delegates authorized for this leave will be limited to the number of official delegates allowed by the CSEA formula that determines the number based on chapter membership, so long as that number of delegates is three (3) or fewer. CSEA shall notify the Superintendent-President or their 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 midsummer.

3. Subject to the terms of this Paragraph and Section 8.1, the District will provide release time for designated unit members to attend meetings for the committees to which they have been appointed by CSEA. The release time available may include a maximum of two (2) hours of release time for each meeting identified in this section that the employee attends as a CSEA designee, to be used for preparation or follow-up tasks related to the employee's participation at the meeting, unless explicitly agreed to between the District and CSEA.
4. Where the District has assigned a classified employee to participate in a task force or work group as a function of their job duties, the employee will receive their regular pay for the time during their regular working hours participating in and preparing for required tasks related to the District-assigned role.
5. One (1) CSEA classified employee, if elected or appointed by the CSEA Regional body, shall be granted paid release time for the purpose of attending all scheduled meetings of the Monterey County Schools Insurance Group (MCSIG) joint powers agreement (JPA), or its successor, Board of Directors meeting (or equivalent). This representative who is eligible to attend MCSIG/successor meetings as defined above, will also be one of the CSEA-appointed representatives to participate in the Joint Labor-Management Benefits Committee as identified in Article 14.7.
6. See Grievance Procedures (Article 21.6) for release time in grievance processing.
7. Chapter Business Time (CBT).
 - a. The Chapter President shall be granted, distinct from other release time, sixteen (16) hours per work week during their term of office, at no loss of salary or other benefits, for official Organization / Chapter business.
 - b. CBT may be assigned or reassigned by the Chapter President to officers or other CSEA employees to perform official Chapter business.
 - c. The Chapter President or designee shall notify the supervisor(s) and the Vice President of HR in advance, in writing, of when the time will be scheduled so that the District can plan accordingly. Changes shall be sent in advance, in writing, to the same. CSEA and the District will coordinate to ensure that disruptions are minimized. CBT may be incorporated into a regular work schedule or used as needed.
8. Members of the Chapter's EERC committee shall be released from their regular work duties, with pay, when EERC meetings are scheduled during the regular working hours of the employees involved including reasonable time to prepare.

Section 10. District Notice to CSEA of New Hires. District shall provide to the CSEA Chapter President/designee notice of any newly hired employee, within ten (10) days of date of hire, via electronic mail. Notice shall include full legal name, date of hire, classification, and work site.

1. Employee Information
 - a. "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article, only the "date of hire" is the date upon which the employee's employee

status changed such that the employee was placed in the CSEA unit.

- b. The District shall provide CSEA with the contact information on the new hires. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service, within 30 days of the date of hire or by the first pay period of the month following the date of hire. CSEA shall maintain the privacy of the employee information. This contact information shall include the following items on file with the District, with each field in its own column:

- i. First Name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III)
- v. Job Title;
- vi. Department;
- vii. Regular worksite name;
- viii. Work telephone number;
- ix. Work Extension
- x. Home Street address (incl. apartment #)
- xi. City
- xii. State
- xiii. ZIP Code (5 or 9 digits)
- xiv. Home telephone number (10 digits);
- xv. Personal cellular telephone number (10 digits);
- xvi. Personal email address of the employee;
- xvii. Birth date;
- xviii. Employee ID;
- xix. Hire date.

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District. In the event no one is hired in any particular month, the District shall send an e-mail to CSEA confirming they did not hire any new staff that month.

- c. Provide CSEA with Periodic Updates of Unit Member Contact Information: The District shall provide CSEA, via a mutually agreeable secure FTP site or service, all bargaining unit member names and contact information on the last working day of September, January, and May. This contact information shall also include the following on file with the District, with each field listed in its own column:

- i. First Name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III)
- v. Job Title;
- vi. Department;
- vii. Regular worksite name;
- viii. Work telephone number;
- ix. Work Extension
- x. Home Street address (incl. apartment #)
- xi. City

- xii. State
 - xiii. ZIP Code (5 or 9 digits)
 - xiv. Home telephone number (10 digits);
 - xv. Personal cellular telephone number (10 digits);
 - xvi. Personal email address of the employee;
 - xvii. Birth date;
 - xviii. Employee ID;
 - xix. CalPERS status (“Y” if in CalPERS; “N” if not in CalPERS);
 - xx. Hire date
- d. Resignation Notices: The District shall provide to the CSEA Chapter President/designee notice of any resignation, retirement or separation of employment within thirty (30) days of separation.

2. New Employee Orientation.

- a. “New employee orientation” means the onboarding process of a newly hired public employee, whether in person, online or through other means, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment related matters.
- b. The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days’ notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District’s operations that was not reasonably foreseeable.
- c. In the event the District conducts a group orientation, CSEA shall have one (1) hour of paid release time for two (2) CSEA representatives, including the Chapter President or designee, to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation sessions.
- d. In the event the District conducts one-on-one orientations with new employees, CSEA shall have thirty (30) minutes of paid release time for one (1) CSEA representative to conduct the orientation session, either before or after meeting with Human Resources staff. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.
- e. The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time.
- f. During CSEA’s orientation session, no District manager or supervisor or non-unit employee shall be present.

Section 11. 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 12. Organizational Grievances. CSEA may file a grievance beginning immediately at level IV of the grievance procedure if it alleges that a violation of organizational rights as defined in this article has occurred. Before filing such a grievance, CSEA shall attempt to resolve its disagreement through informal consultations with the Superintendent-President or designee.

Section 13. 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.

Exhibit B

TA 9/4/2025


Shawn Pullum
Shawn Pullum
Shawn Pullum

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 and two and one-half (2.50%) percent between ranges, effective July 1, 2015 (see Appendix A).
 - a. Effective July 1, 2025, for fiscal year 2025-2026, a two and three-tenths percent (2.30%) increase shall be applied to the salary schedule at Appendix A. The Parties further agree that the addition of any holiday in this Agreement shall not result in any offset, reduction, diminishment, or substitution of wages or other economic benefits in any future Agreement.
 - b. Pursuant to Article 28, the Parties shall reopen this Agreement during years two and three (2026-2027 and 2027-2028). In addition to reopening Articles 9 and 14, and the option of reopening two (2) additional articles each year, the Parties shall continue negotiating Article 17 (Catastrophic Leave Bank) and the newly established Article 29 (Workplace Technology and Worker Protections) during 2026-2027.
2. All negotiated salary increases in this or future agreements shall be stated as positive, numeric percentages. If the Parties agree to less than the funded State Cost of Living Adjustment (COLA), such agreement shall be reached through the collective bargaining process, thoroughly documented, and explained to unit members in writing. Neither Party shall propose any salary schedule adjustment or formula that reduces or offsets a percentage increase of the funded COLA.
3. 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.
4. All paychecks of bargaining unit employees shall itemize all pay and dollar allowances and all deductions.
5. 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.
 - a. 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 a deduction of the full overpayment from one paycheck would decrease the corrected net pay in that paycheck in excess of ten percent (10%), the full overpayment shall be recovered by the District through deductions from the next months' paychecks,

with no deduction to exceed ten percent (10%) 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.

6. Paychecks.

- a. All paychecks after the first will be paid by direct deposit into the employee's designated bank account. 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.
- c. Parties agree that any retroactive payments for negotiated increases will be processed in a timely manner. If more than sixty (60) days after Board approval will be required, the Parties agree to meet and fully negotiate the implementation.

Section 2. Anniversary Dates and Annual Increments. The anniversary date for new employees hired, and for current employees promoted to a higher salary range, shall be as follows:

1. If hired or promoted between the first and fifteenth of the month, inclusively, the anniversary date shall be the first of such month.
2. 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. 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, they shall be placed on the salary schedule at the range of the new classification and on the step which will result in a minimum of a five percent (5%) increase in their 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 Personal (Private) Vehicles. Bargaining unit employees who use personal vehicles (e.g. 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 Liability Insurance. The District shall provide bargaining unit employees using a District vehicle on District business, auto liability insurance coverage in an amount of \$1 million. When driving a personal vehicle on official District business, auto liability insurance coverage in an amount of \$1 million (\$1,000,000.00) will 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. Bargaining unit employees on any assignment, shall be compensated for the total mileage difference between their normal work site and their work site locations.
 - a. An employee's home address shall not be considered in District mileage reimbursement calculations.
 - b. If a unit member travels to multiple work sites during the day, they shall also receive reimbursement between each work site.
4. Disagreements between a supervisor and a member regarding mileage reimbursement shall be brought to CSEA and the VP of HR or designee for settlement. If the matter is not resolved within thirty (30) days, it may be pursued through the grievance procedure.

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.

1. 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.
2. If the employee is required to begin travel before eight (8) a.m., breakfast will be a reimbursable expense and if travel time extends beyond five (5) p.m., dinner will be a reimbursable expense.
3. If possible, the bargaining unit employee and supervisor should review the agenda and expectations for the conference before travel.

Section 6. Uniforms and Safety Equipment. 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, including, but not limited to:

1. Personal protection equipment (including but not limited to lab coat and one pair of safety goggles and coveralls); and
2. Non-slip shoes; and

3. Any gear or equipment which, as determined mutually by the District and CSEA, ensures or improves the safety or protection of the employee in the performance of their duties.

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. Reimbursements should be made in an equitable manner to all employees in the worksite/department/area and all employees in the same class.

Section 8. PERS Contribution. CSEA bargaining unit members identified as “Classic Members” under the PEPRA shall pay the employee share of the PERS contribution equal to seven percent (7%), effective July 1, 2015. New members also will pay their employee share of the PERS contribution, as required by PEPRA.

Section 9. Longevity and Recognition of Service.

1. After completion of ten (10), fifteen (15), twenty (20), and twenty-five (25) years of service, bargaining unit employees shall receive four (4) longevity increments of two and one-half percent (2.50%) applied at years eleven (11), sixteen (16), twenty-one (21), and twenty-six (26).
2. These increments are cumulative, resulting in five percent (5%) at year sixteen (16), seven and one-half percent (7.5%) at year twenty-one (21), and ten percent (10%) at year twenty-six (26). Longevity increments shall be paid in addition to regular salary, step advancement, and to any salary adjustments received through promotion under Section 3.
3. The District shall provide complete longevity calculations for employees upon request.
4. Service Awards. The District shall recognize employees for their years of service, at five (5) years, ten (10) years, twenty-five (25) years, and every five (5) years thereafter. Employees who retire with ten (10) or more years of service shall also be recognized. Parties shall agree to the means by which employees may be recognized, including, but not limited to, additional recognitions and honors. CSEA shall receive, at least once per school year, a list of the original hire dates and the number of years of service for each employee in the bargaining unit.

Section 10. Tuition Waiver.

1. There is a tuition and fees waiver program for bargaining unit members who take classes at Hartnell College. The tuition waiver form, which may be updated from time to time for administrative convenience, is attached as Appendix J.
2. For spouses and dependent children, the tuition waiver shall apply only if they are not eligible for the Salinas Valley Promise or similar tuition resources offered by the College. In the event such resources do not cover the full amount, the waiver program shall cover the remainder (“last dollar”).
3. Employees may not enroll in, or request a waiver for, any classes that occur during the employee’s normal work day, without first obtaining the permission of their supervisor, and having arranged an acceptable alternate work schedule for that semester. The

alternate schedule shall be reduced to writing, signed by the employee and supervisor, and placed in the employee's personnel file.

4. Employees who voluntarily separate from District employment within one year of receiving the waiver will reimburse the District for the amount of the waiver received.
5. The intention of the tuition waiver program is to cover all costs associated with tuition and mandatory related fees (including student activity fees). It does not cover textbooks, student supplies, or course materials.

Section 11. Compensation for Proficiency in Designated Languages.

1. Positions Requiring Bilingual Proficiency.

- a. Employees in positions which serve a targeted population of limited or non-English speakers through specific directives shall be required to be bilingual in English and the targeted language.
- b. When the District and CSEA mutually agree that a classified position requires oral proficiency in a designated language other than English, including sign language, the job posting for that position will state the requirement and that position shall be included in the list in this section.
- c. For any positions advertised as "bilingual required," the successful candidate who has proven the advertised bilingual skills, in a test jointly agreed to between the District and CSEA, will receive a one hundred dollar (\$100) bilingual stipend per month.
- d. The District and CSEA shall maintain a list of all positions that require bilingual skills including the classification, worksite, home department, and targeted language. Only positions placed on this list shall be "bilingual required."
 1. This list shall be updated from time to time, at least twice per year; it shall also be updated immediately following ratification of this Agreement.
 2. Any updated version shall be attached to this Agreement as Appendix N, and made available to all employees and CSEA via the District website or upon written request.

2. General Classifications / Positions.

- a. All employees in classifications/positions not included in the list of "Positions Requiring Bilingual Proficiency" who have proven their bilingual skills in a test jointly agreed to between the District and CSEA, will receive a fifty dollar (\$50) bilingual stipend per month.
- b. Positions in these general classifications shall be advertised as "bilingual desired." The candidates shall not be assessed for their bilingual proficiency during the hiring process.

3. Bilingual Exam.

- a. Proficiency will be demonstrated on the District Language Proficiency in a Designated Language Exam ("District Exam") administered by the District.
 - b. Eligible languages include but are not limited to Spanish and American Sign Language. Other languages may become eligible by filing a "Request for Bilingual Stipend" with Human Resources providing specifics about services provided. A copy of the latest Request Form shall be attached as Appendix I.
 - c. The District Exam will be administered at least three (3) times per calendar year, once each semester and once during summer, for employees in general classifications who volunteer to participate in the exam process. Candidates for positions requiring bilingual skills shall be tested and must pass the exam prior to being offered the position.
 - d. Exam sessions shall be recorded. An employee who takes and fails the exam may appeal within fourteen (14) calendar days from receipt of the test results with the Chief Human Resources Officer or designee who shall have the taped exam re-evaluated. The re-evaluated results shall be final.
 - e. An employee who does not achieve a passing score may retake the exam.
 - f. The employee's exam with passing score shall be placed in their personnel file.
4. Employees who qualify for and subsequently receive the stipend are expected to utilize their language skills during the course of their regular assignment.
 5. Bilingual stipend payments will be paid within the first thirty (30) days following qualification by the employee. Stipend payments shall be made monthly thereafter.
 6. An employee who obtains their bilingual proficiency by passing an exam shall not be required to obtain it again for the same language, even if they leave employment at the District and return at a later date, unless Parties mutually agree there is a need to do so.

Section 12. Other Unit Increases and Favored Nation.

3. In the event that the District reaches agreement with any other bargaining unit, for regular employees, to grant an across-the-board increase to wages on a salary schedule or grant an increased contribution toward health and welfare or other-benefits exceeding those increases approved under this Agreement, CSEA represented employees shall be afforded the same increased compensation. The parties shall meet within fifteen (15) working days following Board approval to determine how the increase shall be distributed to CSEA represented employees. The effective dates of such increases, if any, shall be the same

effective dates as approved by the Hartnell Community College District for the other groups.

4. Starting July 1, 2025, if the District provides any health, welfare, or retirement benefit or increase, including, but not limited to, term or amount, to current or former management employees, such action shall trigger a reopener for CSEA and the District to negotiate equivalent benefits for CSEA-represented employees.
5. An increase in compensation or benefits that is granted to any other bargaining unit in exchange for a concession that reduces District costs, or in return for more hours/days of employment, or a higher level of service, shall not be subject to this Article but shall be negotiated on a case-by-case basis. The District shall provide CSEA with written notice of any such concession within ten (10) working days, and the Parties shall meet within fifteen (15) working days of a written request by either Party.

Exhibit C

ARTICLE 10

WORK OUT-OF-CLASSIFICATION AND PERFORMANCE OF DUTIES

Section 1. Duties and Workload.

1. A bargaining unit member shall not be required to perform duties which are inconsistent with those of the employee's job description for more than five (5) working days within a fifteen (15) calendar day period without appropriate compensation for working out-of-classification ("WOC"). "Inconsistent" means duties that are not reasonably related and within the normal scope of the employee's job duties.
2. No Change in Workload. The workload of a unit member working out-of-class shall not be increased, though the particular assigned duties will change.

Section 2. Assignment.

1. Only a permanent bargaining unit member may be assigned by their immediate supervisor to perform out-of-classification work.
2. WOC will be management-authorized in advance via the Out-of-Classification Request (Appendix K) Form.
 - a. The Form shall include the expected end date for the WOC assignment.
 - b. Assignments may be extended by creating a new Form with a new end date.
 - c. CSEA shall receive a copy of all completed Appendix K forms, including extensions.
 - d. A "Notice of Personnel Action" ("NPA") form reflecting the work out-of-class authorization must be completed and signed by the supervisor and submitted to the Human Resources Office for the salary to be adjusted. CSEA shall receive a copy of the completed NPA form on request.

Section 3. Rate of Pay.

1. If an employee in the bargaining unit is assigned as set forth in Section 2 above to perform classification work consistent with a higher classification, the employee shall be compensated at the higher rate of pay for all time worked pursuant to the out-of-class assignment.
2. The term "higher rate of pay" means step placement in the classification range for the work performed during the out-of-class assignment that would provide an hourly increase over the employee's regular hourly rate, of at least five percent (5%).
3. WOC assignments shall be in full work days.
4. Training Assignments. An employee shall receive an additional five percent (5%) of regular pay when assigned to train others in duties from a different classification. Each training assignment may not exceed six (6) months without mutual agreement by Parties. This shall not exceed more than nine (9) months within a fiscal year.

Section 4. Denied Requests.

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

Section 5. Permanency.

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

Section 6. Longer-term Assignments.

1. If an employee is required to work out-of-classification for more than thirty (30) working days, the District and CSEA shall meet and confer regarding the impacts and effects of this assignment that either party identifies and are within the scope of bargaining.
2. For Out-of-Class assignments longer than thirty (30) working days, the CSEA President or designee shall sign the Out-of-Classification Request form acknowledging receipt and shall identify any impacts/ effects for negotiation.

Section 7. Not Subject to Evaluation.

1. An employee evaluation shall not take place for work performed out-of-classification unless mutually agreed upon between CSEA and the District.

Section 8. Ending Assignments Early.

1. Parties acknowledge that ending assignments early often causes disruptions for the employee, their fellow workers, and District operations. When an assignment is ended early, the end date shall not be less than fourteen (14) days from the date of notice.
2. If the District chooses to terminate an out-of-class assignment early, the employee shall be paid the out-of-class rate up to the last day the unit member works out-of-class.

Section 9. Non-CSEA Duties Performed by CSEA Employees.

1. The District shall notify CSEA in writing ten (10) days prior to offering an employee WOC for a non-CSEA position using the parties' Appendix K Form.
2. The District shall meet and negotiate with CSEA on a case-by-case basis prior to offering CSEA employees assignments with non-CSEA duties, including, but not limited to, any impacts and effects resulting from the WOC assignment. Durations shall not be indefinite.
3. Employees may not be eligible for a WOC assignment for a position which is not currently available within the area or department.
4. Case-by-Case for Non-WOC. If a bargaining unit member is temporarily removed from the bargaining unit to take on a temporary assignment, both parties will meet and negotiate impacts and effects on a case-by-case basis before the assignment begins.

Section 10. CSEA Duties and Non-CSEA Employees.

1. District employees from other bargaining units or unrepresented groups shall not perform classified CSEA duties (those duties and work which has been customarily and routinely performed by CSEA employees) without prior agreement by CSEA.
2. Under no circumstances shall CSEA duties be performed by a manager/supervisor, volunteer, student worker, non-District employee, contractor, or transferred, either between bargaining unit members or outside of the bargaining unit, without prior negotiations.

Section 11. Part-time Faculty Assignments.

1. The District and CSEA acknowledge that classified employees may be eligible to teach a course. The District and CSEA will continue discussions on reviewing a process for possible future implementation for classified to serve as part-time instructors as assigned by the District.
2. The District and CSEA will implement a committee or working group to develop a process for classified to serve as part-time instructors as assigned by the District.
3. The committee or working group will develop a project plan and timeline by July 1, 2026 and will continue meeting and working to formalize classified teaching until implemented.

Exhibit D

ARTICLE 11 HOURS, OVERTIME, AND WORKING CONDITIONS



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 sole supervisor and assignment to a regular worksite, and regularly assigned work shift, hours, days per week, and months per year. These, and any subsequent changes agreed by the Parties, shall be added to the employee's Personnel File.

Section 2. Work Year.

1. The work year of all bargaining unit employees shall be established by the Board (in compliance with the law) for each employee, relative to the needs of the District.

A work calendar shall be provided to the employee at the time of hire. 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.

2. If the District's or the state's needs change relative to a position's work year, the District and CSEA will negotiate the effects of this decision.

Section 3. Work Schedule.

1. Full-time bargaining unit employees shall be assigned forty (40) hours of work per week.

Normally, the employee shall be assigned a work schedule of five (5) consecutive days, Monday through Friday, but other work schedules may be assigned.

2. Part-time bargaining unit employees normally shall be assigned to twenty (20) hours or more per week, but less than thirty (30) hours per week. The establishment of less than twenty (20) hours per week shall be negotiated between the District and CSEA.
3. See Sections 5 and 6 for District or Employee Initiated Proposals to Change a Work Schedule.

Section 4. Workday.

1. The workday for each bargaining unit employee shall be established by the District in accordance with provisions of this Agreement.
2. A part-time employee shall not be assigned regular working hours which include a workday of less than three (3) hours.
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 a part-time position in the bargaining unit will receive additional hours on a regular permanent basis, and multiple individuals hold part-time positions in the

classification and assignment to receive the additional hours, the additional hours shall be offered to the part-time employee in the appropriate job classification and assignment 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. If, after following the process outlined above, no employee volunteers for the additional hours, then the hours shall be given to the employee with the least seniority.

Section 5. District-Initiated Work Schedule Change.

1. If the District determines that it could better serve its students or the community by changing the hours for any individual employee, certain employees in an office or program, or the operating hours of all employees within any office or program (e.g. to implement a four day, ten hours per day "4-10" schedule), it shall within no less than thirty (30) calendar days of any proposed change provide CSEA with advance written notice of the change and offer to meet with CSEA to address the negotiable impacts and effects of the change.
2. It is also the intent of the Parties that such changes in the work schedule would not be made for the purposes of avoiding overtime compensation due to the member under state or federal law.

Section 6. Employee Requested Work Schedule Change.

1. A unit member may request a temporary altered work schedule that does not result in an increase or decrease in the number of hours worked in a normal workweek, for a period of four months or less. Such a request is to be made in writing to the supervisor/manager for approval. The request is to include the proposed work schedule, and a start and end date for the schedule.
2. A unit member may request an altered work schedule that does not result in an increase or decrease in the number of hours worked in a normal work week, for a period of more than four (4) months. Such a request is to be made in writing to the supervisor/manager. The member's request may be granted by mutual consent of the unit member, the immediate supervisor/manager, the CSEA Chapter President or designee, and the Vice President of Human Resources or designee.
3. The denial of an employee-initiated work schedule change is not subject to appeal or to the Grievance procedure established in Article 21 of this Collective Bargaining Agreement.

Section 7. 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 8. Rest Periods. The District shall provide one paid non-accumulative fifteen (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, and not added to the lunch period. It is the employee's responsibility to take this rest period. Any rest period not taken on any day is lost.

Section 9. 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 (1.50) multiplied by the employee's 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.

2. Distribution: The District shall make every reasonable effort to distribute overtime equitably, balancing operational needs and seniority within the affected classifications within the department. 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 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" throughout this section means having the skills and demonstrated ability to complete the required tasks in an efficient and effective manner to serve the District's needs.

Unit members shall not be disciplined or retaliated against for refusal to volunteer for an overtime assignment.

3. Employees are required to receive advance permission from their supervisor in order to work overtime. 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 (2.50) 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.
4. 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.
5. 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.
6. Compensation.
 - a. Overtime pay will be compensated at the rate of one and one-half (1.50) multiplied

by the employee's regular rate of pay. Unless the overtime will be compensated as Compensatory Time Off ("CTO") as outlined in Section 6.b below, overtime pay will be processed for payment within the same payroll period as the overtime work performed.

- b. Compensatory Time Off: The District and CSEA agree that bargaining unit members may receive compensatory time off ("CTO") in lieu of cash overtime, in accordance with the following provisions.

Bargaining unit employees may be granted, at their request, by their supervisor, CTO for overtime work at the same prorated ratios as overtime cash payment. The Supervisor/manager has the discretion to deny an employee's request for CTO, in which case the employee's overtime will be compensated as payment as outlined in Section 6.a. 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.

- c. 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 CTO will be cashed out in the next pay period at the employee's current regular rate of pay.

Section 10. 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 9, "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.

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.

Section 11. 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, they shall not be paid for standby, but will receive compensation pursuant to Section 10 (Call Back).

Section 12. 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 a.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.
2. All bargaining unit employees assigned on a regular scheduled basis to work at least 3 duty hours between 12:01 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.

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 12:01 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 payment.

Section 13. Workload Reviews.

1. The Parties agree that employee workloads should be fair and equitable.
2. To ensure this, the District and CSEA shall establish a joint, standardized process to review individual workload concerns or changes and to assess the overall equity of workloads among class members no later than July 1, 2026. At minimum, the following shall be included in the new process:
 - a. Any unit member who believes their assigned workload is unsustainable or exceeds the reasonable scope of their classification may request a workload review no less than twice per year, unless there is a significant change in duties. The Parties may agree to a more frequent review schedule as part of the standardized process.
 - b. The request must be submitted in writing from the employee to the supervisor.
 - c. Within fifteen (15) working days of receiving the request, the immediate supervisor shall meet with the employee and, if requested by the employee, a CSEA representative to discuss the workload concerns.
 - d. The supervisor shall provide a written response within ten (10) working days following the meeting. The response may include proposed adjustments to duties, additional resources or support, or a rationale for maintaining the current workload assignment.
 - e. CSEA or the District may also initiate a workload review for one or more unit members, consistent with the standardized process.
 - f. Unless the Parties mutually agree that the workload concerns have been resolved, either Party may pursue additional remedies consistent with this Agreement or within the scope of collective bargaining.

Section 14. Workspace Assignments, Changes, and Moves.

1. CSEA shall be notified of all new hire-workspaces and all workspace assignments, changes, and moves ("workspace changes") for unit members in advance to identify any impacts and effects.
2. The Parties shall discuss potential impacts related to workspace changes for unit members on a regular basis (e.g. at EERC).
3. The District shall ensure and document that working conditions at the new workspace were reviewed and that all employees being moved were notified of the move in writing at least sixty (60) days in advance of the move-in day.
4. Ergonomic equipment and other approved accommodations may be assigned by the

District to the unit member, not to the department, area, supervisor, or location. Assigned equipment/etc. shall be transferred with the employee or replaced as needed during workspace moves while employed with the District.

5. Any move resulting from an immediate, documented safety or health hazard that prevents continued use of the existing workspace shall be considered temporary until the Parties have negotiated the impacts and effects.
6. CSEA reserves the right to negotiate any potential impacts and effects of any changes to workspace or location as appropriate.
7. Any disputes arising from this agreement shall be subject to the grievance procedures outlined in this Agreement.

Exhibit E

ARTICLE 13 HOLIDAYS, CLOSURES, AND CLASSIFIED CALENDAR

Section 1. Holidays Observed.

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

Holiday Schedule
Independence Day
Labor Day
Native American Day (Effective 7/1/2026)
Veterans Day
Thanksgiving Day
Friday after Thanksgiving*
Winter Holiday Break, a Board holiday each year, which includes, at a minimum, all days beginning with Christmas Eve and ending with New Year's Day.
Martin Luther King Jr. Day
Lincoln's Birthday
Washington's Birthday
Cesar Chavez Day
Memorial Day
Juneteenth

- a. *In lieu of Admissions Day.
2. Declared Holidays. Any additional day appointed by the President, Governor, or District as a public fast, thanksgiving, day of mourning, or holiday shall be considered a holiday for classified employees.

Section 2. Holidays Falling During Weekend.

1. Saturday and Sunday. 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 exceptions as per Section 9 unless the holiday observance is dictated by law.
2. Non-Traditional Schedules. For employees who work a schedule other than Monday through Friday where a holiday falls on a weekend work day, the holiday shall be observed as pre-negotiated by Parties as per Sections 4 and 9.

Section 3. Holidays Occurring During Paid Leave of Absence.

1. Holidays During Paid Leave. Should a holiday as enumerated in Section 1 or any other day negotiated by the Parties 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 any paid leave of absence.
2. Full-Time Shifts. Employees who work a forty (40) hour week shall be entitled to the same number of holiday hours, regardless of whether they work Monday through Friday or some other shift.
3. Part-Time Shifts. Employees who work less than forty (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 forty (40) hour work week.

Section 4. Holidays Falling on Non-Work Day for Non-Traditional Weekly Schedule.

1. Holiday Equity. When a holiday falls on a non-work day for an employee who is full-time and whose work week is other than Monday through Friday, and the holiday is one of those enumerated above, they are entitled to a day off with pay which will be provided as a floating holiday. A floating holiday is to be scheduled to use within thirty (30) days of being earned by mutual agreement between the supervisor and employee.
2. Annual Negotiation. All holidays for these employees shall be negotiated on an annual basis as per Section 9. 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.

1. Holiday Entitlement. Employees working less than a twelve (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.
2. Annual Negotiation. All holidays for these employees shall be negotiated on an annual basis as per Section 9. 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 6. Working on Paid Holidays.

1. Holiday Pay. When an employee is required to work on any paid holiday as defined in this Agreement, they shall either be paid or given compensatory time off at the rate of one and one-half ($1\frac{1}{2}$ or 1.50) 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 ($2\frac{1}{2}$ or 2.50) times the regular rate of pay for time worked.
2. Compensation or Day Off. If the employee does work and is compensated for working on a holiday, they shall not receive an additional day off.

Section 7. Work Years of More than 260 Weekdays.

1. Unpaid Non-Work Days. When an academic year, measured from July 1 of one year through June 30 of the next year, consists of more than two hundred sixty (260) week days (Monday through Friday), the District will subtract the number of weekdays in excess of 260 from the work year and add that number of days to the beginning of the Winter Holiday as unpaid, non-work days. In the event that the work year does not qualify for an additional unpaid work day during winter holiday, employees may use available leaves or request up to two (2) days unpaid upon approval from the Vice President of Human Resources.

For example:

- . 2015-16 has 262-week days, so two (2) unpaid, non-work days will be added to the Winter Holiday.
 - a. 2016-17 has 261-week days, so 1 unpaid, non-work day will be added to the Winter Holiday.
 - b. 2017-18 has 260-week days, so no unpaid, non-work days will be added to the Winter Holiday.
2. Annual Negotiation. Parties shall negotiate the specific date(s) added to the Winter Holiday in advance as per Section 9.

Section 8. Closures

1. Worksite Definitions.
 - a. A “worksite” is a location where an employee’s work duties are performed. Each CSEA-represented employee has one worksite and one supervisor.
 - b. “Campus” and “center” mean one of the District’s main areas of operation as per Article 6.3 and constitute one or more worksites.
 - c. “On-campus” means a campus or center location where an employee performs their duties/work.
 - d. “Off-campus” means a location where an employee performs their duties/work that is not at a campus or center.
 - e. A worksite may be on-campus (the primary worksite or another worksite), off-campus, or a location where hybrid/full remote work is performed per Article 27.
 - f. Unless and until the District becomes a multi-college District, “District,” “College,” and “School” are interchangeable in this Agreement.
 - g. The “entire District” means all worksites.
2. Planned Closures. All planned closures, public and full, shall be negotiated in advance and included in the classified (CSEA) calendar as per Section 9.
3. Holiday Closures. The entire District shall be fully closed on observed holidays listed in Section 1.

Section 9. Annual Classified (CSEA) Calendar.

1. Right to Know. Employees have a right to advance notice of information they need to do their jobs, plan their workloads, and schedule their leaves.
2. CSEA Calendar. The Parties shall develop a calendar committee which includes CSEA representatives and shall negotiate a District-wide calendar.
 - a. Once the District-wide calendar is finalized, the District and CSEA will negotiate a CSEA Classified calendar, for inclusion in this Agreement and distribution to unit members each year.

Section 10. Worksite Lockouts and Workspace Availability.

1. Accessibility of Regular Workspaces. Employees (except those subject to disciplinary removal via Article 20.5.6) shall not be locked out of their regular worksite, campus, building, office, desk, department or area (“regular workspace”) unless one of the following is true:
 - a. The entire District or their campus/regular worksite is fully closed as per Section 8.
 - b. They are on temporary assignment in the same city as per Article 19.7, they have been assigned another worksite, and they have an equivalent workspace at the temporary worksite.
 - c. An equivalent, alternate workspace at the same worksite has been assigned and advance written notice has been issued by the supervisor.
 - d. Parties have negotiated an alternative plan in advance on behalf of the employee.
 - e. Remote work is being performed as per Article 27.

2. Full and Complete Access to Regular Workspaces. If the District fails to provide full and complete access to an employee's regular workspace, this shall constitute a lockout. For example: the District must provide keys to all doors, alarm codes to get into the building, etc.
 - a. Changing an employee's worksite is subject to negotiation between Parties.
3. Alternate Workspaces and Prior Notice. It is the supervisor's responsibility, and the District's obligation to ensure access to workspaces for employees, and to provide them an alternate workspace, office, or desk in advance.
 - a. Advance written notice shall be provided to an employee when their regular workspace will be inaccessible (e.g. routine maintenance/repair requests, pest control), including the start and end date/times, the location of the alternate workspace, and how to obtain full and complete access to the same.

Exhibit F

ARTICLE 15 VACATIONS

Section 1. Intent and Accrual of Vacation.

1. Employees are entitled to vacation allowance with pay and the District highly encourages them to take their vacation within the year it is earned.
2. Employees working forty (40) hours per week on a twelve (12) month basis shall earn vacation leave as follows:

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

3. Employees 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 ten/10 month, six/6 hour per day employee earns one 6 hour day for each of the 10 months worked.)

Section 2. Earn to Use.

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

Section 3. Work to Earn.

1. To earn vacation allowance for a month, an employee must:
 - a. Begin work on or before the fifteenth (15th) day of the month
2. To count the last month of service for vacation allowance, an employee must:
 - a. Have work beyond the fifteenth (15th) day of the month.

Section 4. No Vacation Use During Probation.

1. Vacation allowance will not be credited until an employee has completed six (6) consecutive months of employment.
2. Probationary employees may be eligible to use other forms of earned leave.

Section 5. Vacation Requests and Schedule.

1. 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.
2. All requests for vacation leave of five (5) consecutive days or more shall be submitted in writing no later than two (2) weeks (fourteen/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.

3. 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) workdays of the effective date of the request, the vacation is approved.
4. 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 13.
5. The supervisor should work collaboratively with all employees to coordinate leave schedules, ensuring vacation allowances and other leaves are used properly and fairly. It is the responsibility of the supervisor to ensure coverage and to be equitable when approving vacation requests. Frequent denials of vacation requests by the supervisor for one or all employees at a worksite or in a department/area shall be subject to review and discussion at EERC.

Section 6. Pay Out at Separation.

1. 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, they shall accrue vacation under Section 1 as if they were a first time employee unless in violation of law.

Section 7. Excess Vacation.

1. Any employee who earns two hundred (200) hours of vacation has accumulated “excess vacation” and is “in excess.” These hours must be used as soon as possible.
2. Supervisors should prioritize vacation requests from employees in excess whenever possible.
3. Human Resources shall notify employees and their supervisors each quarter when the employee has obtained or maintains excess (200 hours or more of) vacation. As part of this quarterly notification, CSEA shall also receive a list of all bargaining unit members (including the names of their supervisors) who meet the criteria.
4. If an employee is in excess, the following actions may be taken to resolve the situation:
 - a. Employee
 - i. The employee may request that the excess vacation be:
 1. Donated to the CSEA Catastrophic Leave Bank; or
 2. Paid out (at least once per year).
 - ii. Requests shall be submitted via a new form negotiated by Parties and added as Appendix O to this Agreement.
 - iii. Distributions/donations/payouts shall be completed sixty (60) days from the date of the request.
 - b. Supervisor
 - i. Parties’ intent is that all employees and their supervisors will work collaboratively to schedule vacations.
5. No vacation leave shall accrue beyond two hundred forty (240) hours (the “maximum”) unless an employee’s written request for vacation has been mutually agreed in writing by the supervisor and employee, prior to the effective date of the requested leave.
 - a. The District shall allow the leave to accrue beyond the maximum, or pay the employee for the hours in excess of the maximum in the following pay period, if the supervisor denies vacation leave prior to its effective date.
 - b. The supervisor shall forward a copy of the request for leave and denial of that leave to the Vice President of Human Resources or designee for final approval. The choice to carry over the time or to be paid shall be at the option of the employee.
6. If an employee has time accrued beyond the maximum, 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.

7. 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. Any hours over the maximum remaining after six (6) months shall be paid out to the employee on the next pay check.
8. No employee shall be disciplined for being in excess or at/over the maximum.
9. The District and CSEA will work with the supervisor and employee, and at EERC, to resolve any potential or actual overages.

Section 8. Sick/Injury and Vacation Leave.

1. 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.
2. If an employee has run out of sick leave, vacation or other paid leave may be substituted.

Section 9. Maximum Length of Vacation.

1. 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 or with approval of the Vice President of Human Resources.

Section 10. Payroll Guidance for CSEA Unit Members.

1. The Payroll Office will provide an informational guide to CSEA-represented employees and their timekeepers to assist them in reviewing the accrued leaves statement on each monthly pay stub. The guide will be provided to CSEA-represented employees as follows:
 - a. In a yearly communication to currently represented employees
 - b. New employee orientation
2. Posted on the Payroll Office section of the District website. The accrued leaves listed will include Vacation, Sick, Well Days/Hours, and Compensatory Time Off.

Section 11. Vacation Schedule Subject to Seniority.

1. 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 District seniority.

Exhibit G

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 first month of employment in order for that month to be counted in computing sick leave, but in no instance shall receive less than 12 days of full-paid sick leave that fiscal year, or the proportionate amount to which they may be entitled.
4. Sick leave may be accumulated indefinitely and without limitation. At termination of employment, unused sick leave shall not be reimbursed. However, nothing herein shall preclude the use of unused sick leave as credit toward retirement, pursuant to PERS rules and regulations at the time of retirement.
5. Sick leave may be used for visits to medical doctors, dentists, podiatrists, optometrists, chiropractors, chiropractors, psychiatrists, psychologists, acupuncturists, physical therapists, Christian Science practitioners, and pastors. Such leave shall be reasonably scheduled so as to interfere as little as possible with operations of the District and shall be of reasonable duration.
6. Employees may use sick leave for the diagnosis, care, or treatment of an existing health condition of, or preventative care for the employee or an employee's child, parent, spouse, registered domestic partner, grandparent, grandchild, sibling or designated person, as defined under the law; or for the purposes under subdivision (a) or (b) of Government Code section 12945.8 related to victims of a qualifying act of violence.
7. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as a condition of illness.
8. 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.
9. 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

they were employed bears to those days credited. Days or hours of sick leave used in excess of those to which they are entitled shall be deducted from final salary payment.

10. Employees must notify their immediate supervisor in advance of any scheduled absence due to medical or dental appointments provided in Subsection 5, following District Administrative Policy whenever possible.

11. Accumulated sick leave may not be taken as vacation.

12. Only that period of illness immediately prior to the death of any employee is claimable as sick leave benefit by the estate.

13. Unused sick leave for an employee who has been employed for at least one calendar year by the District and whose employment has not ended for cause shall, upon request, be transferred to another school district, county superintendent of schools office, California community college district, or other qualifying entity when an employee severs their employment with Hartnell and is employed by such an entity.

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. Such leaves shall be deducted from the employee's accumulated sick leave.

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 five working days, 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 member's spouse or domestic partner (an "in-law" is a family member of the member's spouse/partner), cohabitant, child, stepchild, grandchild, great-grandchild, parent, stepparent, parent-in-law, mother-in-law, father-in-law, child-in-law, son-in-law, daughter-in-law, grandparent, great grandparent, sibling, brother, sister, half-sibling, half-brother, half-sister, stepsibling, sibling-in-law, brother-in-law, sister-in-law, parent's sibling, aunt, uncle, parent's sibling's child, niece, nephew, or first cousin (that is, a child of a parent's sibling, aunt, or uncle), any relative living in the immediate household of the member, or any other person whom the Parties agree qualifies.
3. For death, including pregnancy loss, miscarriage, or stillbirth, in the immediate family as per Section 3.2, a unit member shall be entitled to a maximum of five (5) working days leave of absence, without the loss of salary or other benefits. Bereavement leave under this subsection must be taken within thirty (30) days of the pregnancy loss.
4. Additional leave for bereavement purposes may be requested under personal necessity leave.

Section 4. Industrial Accident or Illness Leave.

1. Members shall receive a maximum of 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 pursuant to the worker's compensation laws of the state.
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 the need for

industrial accident or illness leave occurs at a time when the full sixty (60) working days will overlap into the next fiscal year, the employee shall be entitled to the remainder of the maximum of sixty (60) working days for the same illness or injury, and shall not be eligible to use industrial accident or illness leave for the same injury in a subsequent fiscal year.

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. The leave shall be deducted in one (1) day increments regardless of utilization in a given work day.
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, they shall be entitled to use only so much of their 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, they 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 their 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 they shall be listed in accordance with appropriate seniority regulations.
5. To be eligible for the thirty-nine (39)-month reemployment list of paragraph 4, above, employees must have been employed with the District for six (6) continuous months.
6. 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 work and perform the duties of their position.
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 1st of each year, each bargaining unit member shall be credited with a total of one hundred (100) non-accumulative work days of paid sick leave, to be used for 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 (29 U.S.C. §2601, et seq.) ("FMLA") and California Family Rights Act (Government Code Section 12945.2) ("CFRA").

An employee who meets all the requirements of eligibility shall be entitled to up to twelve (12) work weeks, as defined under the law, of unpaid leave in any (12) month period without loss of health and welfare benefits. A twelve (12) month period shall be a "rolling" 12-month period measured backward from the first date of FMLA/CFRA leave usage. In some instances, the up to twelve(12) work weeks of leave may be taken intermittently or on a reduced schedule, with minimum increments of leave as established under the law.

2. An employee shall have been employed for a minimum of twelve (12) months and have worked a minimum of one thousand two hundred fifty (1,250) hours in the past year to be eligible for family care and medical leave.
3. Leave shall be available for the birth, care of, and bonding with a newborn child of the employee, the placement of a child with the employee for adoption or foster care, to care for the employee's spouse, domestic partner, child, parent, grandparent, grandchild, sibling, or designated person with a serious health condition, the employee's own inability to work because of a serious health condition or due to qualifying exigencies arising out of the fact that the employee's spouse, domestic partner, child, or parent is on covered active duty or call or impending call order to covered active duty status in the Armed Forces of the United States.
4. "A serious health condition" is defined in accordance with CFRA and FMLA. It includes 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 or health 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 (3) consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also includes treatment two (2) or more times by or under the supervision of a health care provider (a) in-person visits, the first within seven (7) days and again within thirty (30) days of the first day of incapacity; or (b) once in-person (within seven (7) days of the first day of incapacity) resulting in 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 to a health care provider at least twice per year, and may involve intermittent 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, and requires continuing supervision by a health care provider; receipt of active treatment is not required; 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.

Note: Typically, short-term conditions for which treatment and recovery are very brief will not meet the definition of serious health condition, such as cold, flu, ear aches, upset stomach, headaches other than migraine, periodontal disease, or conditions or treatments unless hospital care is required or complications develop.

- A. A “child” means a biological, adopted, or foster child a stepchild or a legal ward, or a child of any age of the employee or the employee’s domestic partner, 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 parent-in-law, 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, child, parent, or next of kin of a covered servicemember, including 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 their 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 use all available accrued sick leave for the serious health condition of the employee or qualifying family member during FMLA/CFRA leave.
 - 8. An employee may use accrued sick leave to bond with a new child, or for the serious health condition of a child, spouse, domestic partner, parent, grandparent, grandchild, sibling of the employee, any relative living in the immediate household of the employee, or the employee’s designated person.
 - 9. If spouses or domestic partners are both employees of the District, each employee may choose to take up to twelve (12) weeks each (concurrently or not) for baby bonding purposes, or to care for a parent who has a serious health condition.
 - 10. An employee who knows in advance of the need for FMLA/CFRA leave, must give at least thirty (30) days advance notice to the District, or provide notice to the District in accordance with AP 7344 (the day of knowledge of need, or before the start of the next workday).
 - 11. 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 District operations. This scheduling shall be subject to the health care provider’s approval.
 - 12. The District shall respond to a written request for family care leave within five (5) days of receipt by the Human Resources Office.
 - 13. The employer has the right to ask for and receive verification of a serious health condition.

14. 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). Unlike FMLA leave, an employee is eligible for Pregnancy Disability Leave immediately after hire.
2. Employees are entitled to up to four months of leave, as provided under the law, for the period of time the employee is actually disabled by pregnancy, childbirth, or pregnancy-related condition. 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, up to four (4) months, 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 their 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) and Leave for Birth or Adoption of Child.

1. The District allows employees family leave in accordance with the California Family Rights Act. Independent of an employee's pregnancy disability leave (not to exceed four months) an eligible employee may request to take up to twelve (12) work weeks' leave for the birth of their child, provided that the child has been born by this date. In accordance with Education Code section 88196.1, the employee is not required to have completed one thousand fifty (1,250) hours of service during the twelve (12)-month period immediately preceding this leave. This leave will run concurrently with CFRA leave. Employees who use this parental leave are entitled to use their available sick leave and, after exhaustion of that leave, available half-pay leave during the parental leave time.
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.
3. Pursuant to Education Code section 88207.5, an employee may use up to 30 days of leave in a school year, less those used for personal necessity, in the following circumstances:
 - a. A biological parent, within the first year of their infant's birth.
 - b. A non-biological parent, within the first year of legally adopting a child.

Section 10. Removed (Formerly “Paternity/Domestic Pregnancy Partner Leave”). The Parties mutually agreed to strike/remove this section during 2025-2028 collective bargaining.

Section 11. Court Appearances.

1. When regularly called in the manner provided by law for jury duty or as a witness in cases where the 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. Requests 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 12. Military Leave. Leaves of absence will be allowed according to Federal and State Statutes.

Section 13. Other Leaves as Required by Law. Any other type of leave not enumerated herein will be in accordance with applicable Federal and State law, Education Code, and Board Policy 7340 and related Administrative Procedures.

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, upon request by Human Resources, provide a physician's verification of illness or injury. If there is a reasonable suspicion that the use of sick leave was abused, a physician's verification of illness may be requested by Human Resources. Physician verifications shall be provided to the Human Resources Office.

Section 15. Absence Without Permission. An employee who is absent from their job without permission for five (5) or more consecutive working days shall be deemed to have abandoned their position and to have resigned from the District as of the last day worked.

A ten (10)-month employee must notify the District of their intent to resign prior to the start of a new school year. If the employee fails to return to employment for five (5) 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 their 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 their 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 their position or, if not, that they have obtained consent to a leave of absence to commence upon reinstatement.

Section 16. Sick Leave Balance Reports. The Payroll Office will provide an informational guide to CSEA-represented employees and their timekeepers to assist them in reviewing the accrued leaves statement on each monthly pay stub. The guide will be provided to CSEA-represented employees in the same manner as Article 15, Section 10.

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 and unpaid leave and is absent because of a non-industrial injury or illness shall be placed on a reemployment list for thirty-nine (39) months.
2. If, at any time during the prescribed thirty-nine (39) months, the employee is able to assume the duties of their position, they shall be reemployed in the first vacancy in the classification of their previous assignment. Their reemployment will take preference over all other applicants except for those laid off for lack of work or funds, in which case they shall be ranked according to their proper seniority. Upon resumption of their duties, the break in service will be disregarded and they 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 sole discretion of the Superintendent-President or designee when the employee demonstrates that the nature of the leave request represents an urgent condition of necessity to be absent from normal work duties. This period may be extended only by the Superintendent-President or designee as allowed by Education Code 88195 and 88196.
2. Bargaining unit members may be granted leaves of absence at the discretion of the Board of Trustees 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 immediate supervisor, the employee may, within five (5) working days, appeal to the second level supervisor, or the VP of Human Resources (or designee) to review the denial action. Parties shall meet to determine potential resolutions after the second denial or further denials.

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 or under the law, 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.

1. Bargaining unit members are eligible to earn one Well Day per year.
2. Qualifying Periods. Well Days shall be earned as follows:
 - a. Bargaining unit members' earned Well Days shall be credited at the end of each Fall and Spring semester.
 - b. An employee shall earn Well Days as stated below:
 1. Fall semester: Employees that utilize less than four (4) sick days by the end of term shall earn one Well Day.
 2. Spring semester: Employees that utilize less than four (4) sick days by the end of term shall earn one Well Day.
3. Bargaining unit members may use Well Days as follows:
 - a. No Well Day may be used before it has been credited.
 - b. Well Days shall be used in one day increments, regardless of the number of hours taken as leave on the day used.
 - c. Bargaining unit employees must begin work on or before the first day of the semester in order to earn Well Days for that period.
 - d. Well Days shall be scheduled by mutual agreement between the employee and their immediate supervisor similar to vacation leave per Article 15.
 - e. Well Days must be taken within twelve (12) months after the date they are credited. Well Days earned but not taken within twelve (12) months will be converted to eight (8) hours (or the proportion of weekly hours worked to a full time schedule) of vacation per Well Day.
 - f. Upon separation of the bargaining unit member from District employment, Well Days 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, they shall earn Well Days as if they were a first time employee.

Exhibit H

Proposal by: Hartnell Community College District

Proposal to: CSEA Chapter 470

Date: September 12, 2024

RE: Article 19, Section 5

ARTICLE 19 - ASSIGNMENT, TRANSFER, PROMOTION, AND FILLING OF VACANCIES

*Sections 1-4. No changes as per TA 9/12/2024. **Status quo per TA 9/12/2024 on Section 3.***

Section 5. Probationary Employees. Bargaining unit members shall not be eligible to transfer ~~or~~ ~~promote~~ within their new employee probationary period. Probationary employees are eligible to apply and for compete promotional opportunities through the recruitment and selection process.

Sections 6-9. No changes as per TA 9/12/2024.

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. 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.
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.

Section 3. Voluntary Transfers, Changes in Classification, and Promotions.

1. Voluntary Transfers: A voluntary transfer is the movement of a bargaining unit member from his/her assigned position to a vacant position in the same classification.
 - A. All vacancies shall be opened in-house for a period of not less than five (5) work days for voluntary transfer requests.
 - B. Employees who apply for a voluntary transfer under this section who meet the minimum qualifications for the position shall be transferred. "Minimum qualifications" will include qualifications to perform duties specific to a particular assignment if they are listed on the job description, as well as bilingual requirements, if listed on the job posting. If more than one qualified in-house employee applies for the transfer, then the most senior shall be offered the position.

- C. Only after all voluntary transfer requests are processed can a vacant position be advertised for a competitive hiring process.
 - D. Notwithstanding the requirements of paragraphs A through C above, if the vacancy occurs in a classification in which there are no other bargaining unit members, or in which all of the bargaining unit members in the same classification are in the same department and campus and schedule as the vacancy, then the District will not hold an in-house voluntary transfer period for the vacancy. In such a case, the District's notice to the CSEA president of the vacancy also will include a notice that it is proceeding to an external recruitment immediately "under Article 19.3.1.c."
 - E. When an employee is granted a transfer the employee shall retain his/her current step.
2. Changes in Classification:
- A. If an employee applies for and is granted a position in 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. If all steps on the new range are lower than the hourly wage of the employee's original position, then the employee will be placed on the step that is closest to the employee's current pay rate, even though lower.
3. Promotions: A promotion is the movement of a bargaining unit member from his/her assigned position to a vacant position in a higher classification.
- A. 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.
 - B. 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. "Unsuccessful" means that the employee is unable to satisfactorily perform the duties of the promoted 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 within their new employee probationary period. Probationary employees are eligible to apply and compete for promotional opportunities through the recruitment and selection process.

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 be made between any of the District's work sites. If the transfer is to another city, the parties will negotiate a transition plan and the transfer shall not be implemented until negotiations are concluded.

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, for instance, 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 has begun the process to fill the vacancy and the District has notified CSEA that the District will recruit for the vacancy, and that the District intends to utilize a bargaining unit member to perform the duties. A bargaining unit member who performs the work of a vacancy on a temporary basis may be eligible for compensation under Article 10. The circumstances for temporary assignments and the time frames for temporary assignments may be changed only by mutual agreement between the District and CSEA.

Section 8. At least one CSEA member shall serve on each screening committee for all bargaining unit positions. The District shall notify the CSEA president prior to each screening committee convening so that he/she may appoint the appropriate CSEA representative(s). This does not preclude the District assigning an additional classified representative(s) to a screening committee.

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.

Exhibit I

ARTICLE 20

CLASSIFIED DISCIPLINE AND DUE PROCESS

Section 1. Progressive Discipline.

1. Steps of Progressive Discipline. The District shall maintain progressive discipline as a policy 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 ten (10) days after the District becomes aware of and determines an infraction occurred.
 - a. The warning shall be given by the employee's supervisor. No record of this step will be kept or recorded in the employee's personnel file, unless a subsequent letter of reprimand related to the same is issued, 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.
 - c. The supervisor shall work with the employee in good faith to reduce the likelihood of further infractions leading to formal discipline. The supervisor should offer resources, support, and an informal plan of action, so that the employee is fully cognizant of how to avoid further discipline.
 - d. Parties should meet with the employee and supervisor upon request for dialogue and to collaborate on corrective solutions, with the intent of avoiding formal discipline.
2. Written Warning. A written warning letter may be issued for a subsequent infraction , which occurs following a verbal warning.
 - a. The warning shall be given by the employee's supervisor. 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 warning 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 ten (10) days following a written warning if infractions continue.
 - a. The letter shall be given by the employee's supervisor.
 - b. The letter will be kept in the employee's personnel file, and the employee may respond to the letter in writing within ten (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 verbal or written warning had previously been issued, evidence of the warning(s) shall 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. Parties should meet with the employee and supervisor for dialogue and to collaborate on corrective solutions.
 - h. 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.
 - i. 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 warrants such action, as determined by the Superintendent-President or designee.

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. Unsatisfactory performance
 - b. Neglect of duty.
 - c. Insubordination.
 - d. Dishonesty.
 - e. 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 them on the job.
 - f. Possession of or being under the influence of narcotics or other controlled substances under state or federal law during working hours as to cause any detrimental effect upon the employee on the job or upon employees associated with them on the job.
 - i. This does not apply to possession or use of controlled substances when the use is consistent with a valid prescription issued by a licensed medical provider.

- g. Absence without leave.
- h. Conviction of a felony, conviction of any sex offense or controlled substance offense made relevant by provisions of Education Code sections 87010 and 87011 , 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 their 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.
- i. Discourteous treatment of the public, students, or other employees.
- j. Improper political activity as governed by the federal and state law.
- k. Willful disobedience.
- l. Misuse or intentional damage to District property.
- m. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class or specification for the employee to perform the duties of the position.

3. 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.

4. Sealing of Negative Documents. All negative documents in the Employee's personnel file shall be placed in a separate sealed envelope to be maintained in the District personnel file at the Employee's request after two (2) years. The documents or their contents will not be disclosed to any third-party absent a written release from the Employee or to the extent that disclosure is required by applicable law. If the District receives a California Public Records Act request for documents in the Employee's personnel file, the District will notify the Employee of such a request and provide the Employee with a reasonable amount of time (as determined jointly by Parties) to seek a court order to oppose the release.

Section 3. Procedures - When Skelly Hearing is Conducted.

- 1. Draft Statement of Charges. If the District intends to impose an unpaid suspension, reduction in pay or other penalty prior to a final decision after a formal hearing, then the District shall first conduct an informal ("Skelly") hearing. The employee against whom a disciplinary action has been recommended shall be served with a written "draft" Statement of Charges against them.
- 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 Section 2 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 Section 2, paragraph 2 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 their 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 their 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. The District shall schedule the Skelly hearing within ten (10) calendar days of serving the draft statement of charges.
5. Informal Skelly Hearing.
- a. The purpose of the Skelly 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 below.

Section 4. Procedures: Formal Evidentiary Hearing.

1. Request for Hearing. The employee may, within ten (10) calendar days after receiving the formal Statement of Charges, demand a formal hearing by signing and filing the Request for Hearing. Any other written document demanding a hearing that is signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient demand for hearing. 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.
2. Failure to Request Hearing. If the employee against whom a recommendation for discipline has been filed fails to file a Request for Hearing within the time specified in these rules, the employee shall be deemed to have waived their right to a hearing. 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.

3. Hearing Officer. In those cases where the proposed discipline is suspension, demotion, or dismissal, the hearing shall be conducted by 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 equally share the expenses of the hearing officer.
4. If CSEA determines it will not represent an employee at a formal evidentiary hearing, the employee or their representative may participate in the selection of a hearing officer as outlined above.
5. Failure to Respond. If the employee or their non-CSEA representative fails to respond to the District to participate in selection of a hearing officer within fifteen (15) District business days, the employee shall be deemed to have waived their right to a formal evidentiary hearing.
6. 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 their 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.
7. 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 their 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.
8. 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.
9. 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, they may uphold the recommended discipline or order an alternate disciplinary outcome that is less than the recommended discipline. If the hearing officer finds the charges have not been proven, they shall order 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 their last address as shown in the record of the District. The hearing officer's decision shall be announced in a public session of the Board of Trustees. The hearing officer's decision shall become final after completion of the above. The employee or their representative may obtain a copy of the transcript of the hearing at their cost upon written request to the District.

Section 5. 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 their 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 6. Suspension Without Pay.

1. A permanent employee who timely requests a hearing on charges against the employee shall not be placed on suspension without pay, demotion with a reduction in pay, or dismissal before a decision is rendered after the hearing unless the impartial third-party hearing officer finds that at the time discipline was imposed at the conclusion of the initial review process, the employer demonstrated by a preponderance of the evidence that the employee engaged in criminal misconduct, misconduct that presents risk of harm to pupils or students, staff, or property, or committed habitual violations of the district's policies or regulations.
2. When a hearing on the charges will be conducted by an impartial third-party hearing officer, the District is authorized to place the employee on immediate suspension without pay before a decision is rendered after thirty (30) calendar days from the date the hearing is requested.

Section 7. 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 8. 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 9. Timeline Extensions. Timelines in this Article may only be extended by mutual agreement between CSEA and the District.

Section 10. 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 Vice President of Human Resources and Equal Employment Opportunity, with the CSEA President or designee, shall meet with the employee to notify the employee of their 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.

Exhibit J

TA 9/4/2025

ARTICLE 24

CLASSIFICATION REVIEW AND RECLASSIFICATIONS

Section 1. Principles, Definitions & General Timelines. The District and CSEA believe it is important to maintain a fair and equitable classification system.

1. “Classification Study” or “Review” is the analysis of the knowledge, skills, abilities, experience, duties (including but not limited to scope, depth, and breadth), and related factors to determine a position’s appropriate placement in the District’s classification structure. Requests for classification review should be treated in a consistent and fair manner, based on the merit of the request, as supported by data provided and collected during the process.
2. Reclassification: “Reclassification” means the modification of a position from one classification to a different classification, in recognition that a position has evolved through a gradual change in duties and job requirements.
 - a. 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 an employee performing in that position more accurately falls under a different job description in a different classification. Decisions regarding reclassification shall be based on substantial and permanent changes in the level of duties and responsibilities of the position assigned by the District. 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. Reclassification should be consistent and compatible with the District’s mission, organizational goals and objectives. Reclassification may be warranted if there is a permanent, significant change in one or more of the factors listed below:
 - i. Required skills, knowledge and abilities
 - ii. Required experience and education
 - iii. Technical expertise
 - iv. Accountability
 - v. Responsibility
 - vi. Complexity
 - vii. Working conditions
 - viii. Physical demand or skill
 - c. Factors that are not the basis for a reclassification include, but are not limited to:
 - i. If it is used as a reward for superior performance of duties
 - ii. If additional assigned duties or restructured duties are at a comparable level and do not create a significant change in the factors warranting classification, such as those identified in Section 1.4.
 - iii. If the changes are temporary.

- iv. If the duties were performed as a result of working out of classification. Please see Article 10 for information regarding Out-of-Classification work.
3. Classification review may be conducted for the following reasons:
 - a. Family Classification Review, as outlined in Section 2.
 - b. Individual Requests for reclassification, as outlined in Section 3, by a CSEA employee or the employee's supervisor.
4. Classification Review Cycle: The Classification Review will happen over a five (5) year cycle. The first three (3) years of the classification review will follow the Family Classification Review process outlined in Section 2. The last two (2) years of the classification review will follow the Individual Review process outlined in Section 3 of this article as outlined below:
 - Year 1: Program Support
 - Year 2: Financial Services; Instructional Support; Library Services
 - Year 3: Student Services; Instructional Technology
 - Year 4: Individual Review
 - Year 5: Individual Review

Section 2. Family Classification Review.

1. Every classification shall be reviewed once every five (5) years in a three (3) year cycle. 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 Section 1.4 above and in Appendix F, Alphabetical Listing of Classifications by Family.
2. Family Classification Review Procedures: Employees participating in the family review process will be given up to three hours of on-duty time, not to include training to complete the required classification review paperwork.
3. Requirements and Documentation: It is the 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.

Section 3. Individual Review:

1. Individuals may apply for a review of their position during the two (2) year gap of the Family Classification Review according to the timelines and procedures in this article.
2. Individual Classification Study Procedures:
 - a. CSEA bargaining unit members will have the opportunity to submit their current position for review and analysis once during the reclassification cycle.
 - b. Employees in probationary status in their position may not file individual requests for reclassification.
 - c. If an individual review is denied, a new application may not be filed until the following cycle
3. Timeline: Requests for reviews must be submitted by the employee to the Human Resources department no later than October 15th. The Committee shall have no less than three months to complete its responsibilities. It is the intent of the parties that the entire procedure, including ratification by the parties, shall be completed no later than March 31st 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 family review was initiated.
 - a. The direct supervisor may submit a request for reclassification of any CSEA bargaining unit employee to the Human Resources Department by following the steps outlined in this article.

Section 4. Classification Review Committee:

1. Composition of Committee: The Classification Review Committee shall be composed of two CSEA members appointed by the Chapter 470 President, and two District members appointed by the superintendent-president or designee. The parties agree to jointly appoint a neutral tie-breaker in case of a tie.
2. CSEA shall not assign more than one member from a single department.
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.
4. The Committee shall choose a chairperson from among the regular Committee members who shall serve a one year term, but who may serve consecutive terms.

5. Term of Office: Committee members shall serve a staggered two-year term and may serve consecutive terms.
6. Quorum: Two committee members each from CSEA and the District must be present in order to meet and take action. The Chairperson must also be present.
7. Decision-making: The Committee shall make decisions by majority vote.
8. Release Time: The District shall grant release time for CSEA members serving on this Committee.
9. 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:
 - a. When a committee member holds the same classification as the individual employee(s) being reviewed.
 - b. When a committee member has the responsibility of immediate supervision of the employee(s) scheduled for review.
 - c. When a committee member has an ongoing or recent substantial conflict with the individual applicant.
 - d. When a committee member has submitted an application to be reviewed by the present Committee.

Section 5. Committee Recommendations and Implementation Procedures for Individual Review.

The Committee will have approximately three (3) months from the submission deadline to conduct the classification review and submit recommendations to the CSEA Negotiations Team and designated District team.

1. If the committee votes to recommend significant changes to the duties of an existing classification, or to establish a new classification, HR will present to the CSEA Negotiations Committee a compensation study, utilizing comparison organizations as agreed to by CSEA and the District and the committee’s recommended job description. The list of comparison organizations will be made available online at HR, Forms, Classification Review Benchmark (HR-46).
 - a. The final salary level assigned to a revised or new classification is subject to negotiation between the District and CSEA.
 - b. Individual Review outcomes cannot be appealed.

Section 6. Committee Recommendations and Implementation Procedures for Family Review.

1. The District shall provide to the CSEA Negotiations Committee any recommendations, including draft job descriptions for review and proper negotiations

2. CSEA and the district will meet to discuss and finalize recommendations. HR will notify all affected employees of final negotiated changes to job descriptions and/or salary placement.
3. The affected employees shall have 14 calendar days to appeal the final recommendation utilizing the Employee Request for Reconsideration form.
4. The Appeals Committee will have 14 calendar days to review the appeals.
5. The Appeals Committee shall meet with all appellants.
6. The Appeals Committee may meet with the direct supervisors of applicants if deemed necessary.
7. The Appeals Committee may meet with those who hold classification expertise, if clarification is needed, including staff and supervisors.
8. The Appeals Committee decisions are final. The committee shall inform HR and CSEA of the final outcome. HR shall inform appellants of the final committee decision within fourteen (14) calendar days.

Section 7. Compensation Study.

1. The target salary range placement shall be no less than the average of the comparison organizations.
2. Employees in classifications that are re-allocated to a lower salary range shall be “grandfathered.” “Grandfather” means that employees would stay at their current range and continue to receive across-the-board salary increases.

Section 8. Ratification. Signed Tentative Agreements shall be forwarded to CSEA for ratification and to the Board of Trustees for approval.

Section 9. Grievances. The recommendations of the Committees and the decisions achieved by the reclassification processes in this article are not grievable. Violations, misapplications, and misinterpretations of the reclassification process are subject to the grievance section of the collective bargaining agreement.

Exhibit K

TA 9/4/2025


Karyn Valentine


Shawn Pullum


Shawn Pullum


Shawn Pullum


Shawn Pullum

CSEA and Its Hartnell Chapter 470
Proposal #1
September 26th 2024
Article 28 - Duration

Duration

1. The term of this agreement shall be from July 1, 2025 through June 30, 2028.
2. The Parties shall open negotiations for the 2026-2027 school year on wages, health and welfare benefits, and in addition the District and CSEA may each open two (2) articles.
3. The Parties shall open negotiations for the 2027-2028 school year on wages, health and welfare benefits, and in addition the District and CSEA may each open two (2) articles.
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.

Exhibit L

APPENDIX H: DEFINITIONS OF CONTRACT TERMS

Accrued	Already earned; refers to the ability of an employee to accumulate paid time off.
Academic year	School year
Accumulate	To become greater in quantity or number.
Agreement	The collective bargaining agreement or contract between CSEA and the District unless otherwise specified.
Anniversary date	One year from the date first hired as a regular classified service employee regardless of classification in which hired (and each year from that date thereafter) or, as specified in this language, one year from the date of promotion and each year from that date thereafter.
Article	Major subdivision of this Agreement (contract) consisting of sections and subsections.
Assignment	The specific duties, functions, or tasks within a classification to which an employee is assigned to work by their supervisor .
Association	CSEA
Assigned	Directed; Assignments a supervisor directs an employee to perform are assigned to that employee .
Bargaining unit	All District classified employees who are not designated as management, confidential, or short-term, and who are exclusively represented by CSEA , as recognized by PERB , and defined in Article 1 of this Agreement .
Bargaining unit employee	CSEA employee
Bumping rights	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.
Cause	A ground for legal disciplinary action as contained in the Disciplinary Action Article 20.
Calendar	Unless otherwise specified, the classified (CSEA) calendar .
CBA	This Agreement
Campus	Main site of operation
Center	Main site of operation
Campus/center (center/campus)	Main site of operation
Chapter	CSEA
Chapter official(s)	CSEA representative(s)

Class	Classification
Catastrophic (illness or injury)	A catastrophic illness or injury is one that results in an employee or their family member becoming incapacitated for an extended period of time, such that the employee needs to take an extended time off to receive or assist with care.
Classification	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.
Classified (CSEA) calendar	The official work calendar for classified employees in the CSEA bargaining unit, jointly developed by the District and CSEA in accordance with Article 13 of this Agreement. The calendar specifies workdays, holidays, and non-duty days for each classified work schedule type (e.g., 12-month, 11-month, 10-month), and may vary by classification or assignment.
Classified employee	For the purpose of this Agreement , any classified service employee performing all or part of the duties of the classifications specified in Appendix A or any new classification(s) added to Appendix A except substitutes in those positions.
Classified service employee	A District employee in a position not requiring certification qualifications.
Compensatory time (in lieu time)	Paid release time from work taken in lieu of cash payment for overtime/extra time worked.
Contract	This Agreement
CSEA	The California School Employees Association (CSEA), including its local affiliate, Chapter 470 Hartnell, which serves as the exclusive representative of the bargaining unit under this Agreement .
CSEA calendar	Classified (CSEA) calendar
CSEA employee	Employee
Date of hire	Date first employed as a classified service employee with the District.
Day	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.

Demotion	A change in assignment to a position in a lower classification or salary range, either voluntarily requested by the employee or imposed by the District through discipline in accordance with this Agreement. Demotions are governed by Article 19 and, if disciplinary, by Article 20.
Disciplinary action	Any action whereby an employee is dismissed, suspended, or demoted.
Discriminate	Illegally treat differently than other District employees in similar circumstances and/or illegally treat in such a way as to harm.
District	Hartnell Community College District
District employee	Someone who is either a CSEA employee or a non-CSEA employee .
Donor	One who donates sick or other paid leave.
Duties	Tasks and responsibilities on a classification to which an employee may be assigned.
Employee	A Classified employee who is a member of the CSEA -represented bargaining unit , unless otherwise specified.
Extra time	Time worked in excess of regular assigned hours for which regular (straight time) salary is paid (not over-time).
Fiscal year	July 1 through June 30.
Formal	In writing (digital/electronic, typed, written, or printed).
Governing Board (Board)	District Board of Trustees
Hartnell or Hartnell College or Hartnell Community College HCC or HCCD	District District
Immediate Family	The definition included in Article 16.3 (Bereavement Leave) shall serve for the entire Agreement .
Immediate Supervisor	The supervisor or manager to whom an employee directly reports; The formal, District-designated, and sole evaluator of the employee.
In lieu time	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.
Incompetent	Inadequate; lacking the qualities needed for effective action.
Inefficiency	Not producing the effect intended; wasteful of time/energy.
Informal	Not reduced to written form (typed, written, or printed).
Initial probationary period	Six (6) month period, immediately following the date of hire in classified service.
Job description (Job duty statement)	A written statement of duties, responsibility level, degree of supervision and qualifications required (education, experience skills, etc.) of a classification.

Lateral move	A movement to a different classification at the same salary range.
Lay-off (layoff)	The separation of a regular classified employee from active employment due to lack of work or lack of funds, or as otherwise permitted by law. A layoff is not disciplinary and is subject to the procedures and rights specified in the Layoff Article of this Agreement, including notice, seniority, bumping rights, and reemployment eligibility.
Main site of operation	One of the Hartnell College campuses or education centers: Main Campus (Salinas), Alisal Campus (Salinas), King City Education Center, Soledad Education Center, or Castroville Education Center.
Management employee	Any non-CSEA employee legally designated "Management" by the Hartnell College Governing Board .
Minimum qualifications	Education skills, experience, license requirements and other qualifying factors required for any given classification as stated in the job description.
Non-CSEA Employee (non-unit employee)	A District employee who is not in a bargaining unit or class represented by CSEA .
Normal or normally (work)	Work patterns over a period of time. For example, an employee has work they regularly and usually perform, a regular work schedule for the work week , and a work year consisting of all of their workdays .
Paid status	Receiving pay for work performed or during approved leave time.
PERB	Public Employment Relations Board. The governing board over collective bargaining pursuant to the Educational Employees Relations Act (EERA).
Permanent employee	An employee who has completed the initial probationary period and attained permanent status in the classified service, as defined in Article 12 of this Agreement.
Promotion	A movement to a higher classification or salary range resulting from and in increasing duties, responsibilities, or qualifications. Promotions may occur through application, recruitment, or reclassification , and are governed by Article 19 of this Agreement. A reclassification is not considered a promotion.
Pro-rata	To divide, distribute, or assess proportionately.
Probation	A six (6) month period of initial assessment during which an employee may be dismissed without notification of cause or right to hearing (initial probation).
Probationary employee	An employee serving an initial probationary period per Article 12 of this Agreement.
Promotional Probation	A six (6) 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.
Promotional probationary employee	An employee serving a six (6) month probationary period following a promotion.
Quarterly	Every three (3) months or ninety (90) days. Unless otherwise specified in this Agreement, a quarterly requirement shall be due

on the following quarter end dates each **year**:

March 31, June 30, September 30, and December 31

Range	The pay level on the salary schedule to which a classification is assigned.
Recipient	One who receives.
Reclassification	A change in the classification of a position based on a substantial and permanent change in the duties, responsibilities, or required qualifications of the position. Reclassification does not necessarily result in a salary increase. Reclassifications are governed by Article 19 of this Agreement.
Regular employee	A classified service employee , whether in probationary or permanent status.
Regular or regularly (work)	Normal
School	District
School year	The school year (academic year) begins and ends the same as the fiscal year .
Section	Subdivision of an Article relating to the same subject matter as the Article itself.
Shall and will	Both mandatory terms. One equals the other.
Short term employee	A person 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. Short-term employment is limited to a specific project or temporary need and shall not exceed one hundred ninety-five (195) working days within a fiscal year. Individuals employed in excess of this limit are considered classified service employees and are not short-term employees.
Site	Worksite
Subsection	Subdivision of a section .
Substitute	A person employed by the District to replace a classified employee who is temporarily absent, or to fill a vacant classified position during the active recruitment process. Substitutes are not part of the classified service. When used to fill a vacancy, employment may not exceed sixty (60) working days, unless extended in accordance with Education Code or applicable law.
Supervisor	The sole supervisory employee who supervises a CSEA employee.
Supervisory employee	Any District employee designated supervisory by the Hartnell College Governing Board .
Transfer	A movement from one like position to another like position within the same job classification, with a similar work year, worksite, working hours, or workdays, as applicable. Transfers may be voluntary (initiated by the employee) or involuntary (initiated by the District), and are governed by Article 19 of this Agreement.
Unit	Bargaining unit
Usual or usually (work)	Normal
Vested	Having the character or given the rights of absolute ownership.

Work	Usual or regular performance of duties.
Work schedule	The established workdays and work week in which work is performed by an employee .
Working	Relating to work .
Work calendar	Classified (CSEA) calendar
Workday (work day)	A day of the work week when an employee is normally required to work.
Worksite (work site)	The regularly assigned site or location where an employee performs their normal duties.
Workspace (work space)	The specific location (area, place, or space) within a worksite assigned to and usually occupied by an employee.
Work week or work-week or workweek	All workdays in a week (all days where an employee is normally required to work).
Work-year (work year)	The total days an employee is in paid status between the beginning and ending dates of the employee's assignment, corresponding to the number of regularly scheduled workdays in the fiscal year as defined by the employee's assignment and the classified (CSEA) calendar referenced in Article 13 of this Agreement .

CBA-MOU_2025-2028

Final Audit Report

2025-09-29

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