

# MIRACOSTA COMMUNITY COLLEGE DISTRICT CLASSIFIED SENATE EMPLOYEE MANUAL

Original approval: 12/11/12  
Revised: ~~10/20/2020~~ 11/19/2021



### Ratification Signature Page

The undersigned parties agree to continue the terms and conditions of employment set forth in this manual. The District and the Classified Senate agree that the contents of this manual shall be modified only through collegial negotiation, except where otherwise provided by law or mutual agreement.

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Classified Senate President

Date:

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Superintendent/President

Date:

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Director of Labor Relations

Date:

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## SECTION A: GENERAL PROVISIONS

### A.1.0 Purpose and Status of Manual

#### A.1.1 Employee Manual and District Policies and Procedures

This manual sets forth the philosophy, purpose, policies, and procedures for classified employees of the MiraCosta Community College District. Its intention is to provide basic information on current policy and procedure and it is meant to be read in conjunction with Board policy and state and federal law. If there is a conflict with the information provided herein, local, state, or federal law and Board of Trustees policy shall prevail.

In addition to the contents of this manual, classified employees should also make themselves familiar with the details of various Board policies and administrative procedures in Chapter 3, "General Institution", that pertain to all employees, regarding nondiscrimination, harassment, workplace violence, drug-free workplace, etc., as well as those portions of Chapter 7 designated with a ".3", which apply specifically to classified employees.

This manual also includes negotiated working conditions and compensation agreements between the MiraCosta College Classified Senate (hereinafter "Senate" or "Classified Senate") and the MiraCosta Community College District (hereinafter "District"). The District and the Classified Senate agree that the terms of these agreements shall be modified only through collegial meet and confer, except where otherwise provided by law or by mutual agreement. Confidential classified employees shall be represented by the Confidential Employee group for purposes of wages, hours, and working conditions via the collegial meet and confer process.

Refer to [Board Policy 7140: Collegial Negotiation and Collective Bargaining](#).

The Board of Trustees (hereinafter "Board") has the ultimate authority in those areas assigned to it by state and federal laws and regulations. In executing that responsibility, the Board is committed to its obligation to ensure that appropriate members of the District participate in developing recommended policies for Board action and administrative procedures for superintendent/president action under which the District is governed and administered. This manual shall be signed by the superintendent/president, the representatives appointed by the Classified Senate, and the Director of Labor Relations & Title IX Coordinator and presented to the Board for approval.

Any grievance related to the content of this manual shall be processed according to the grievance process outlined in section N of this manual.

#### A.1.2. Timeline and Procedure for Updating the Employee Manual

This manual will be updated in accordance with the following process:

The District and the Classified Senate agree that the Classified Employee Manual is under continual review by the Employee Manual Subcommittee (EMS) for clarity, missing information, needed negotiations, etc. This procedure sets forth the process for updating both negotiated and non-negotiated items.

Timeline:

- August - to include salary agreements, minor corrections/updates, clarification of vague or ambiguous language, compliance issues (e.g., law changes), and new negotiated items.

Communicating Changes:

- Classified Senate: After each August update is completed, and the new version of the manual is posted on the website, the Classified Senate president will send information out to the full senate with all the changes and updates to the manual.
- District: After each August update is completed, Human Resources (HR) will send an update to all employees who supervise classified employees.

Procedure for Negotiated Items:

- Classified Senate Initiated Issue:
  1. EMS discusses item for negotiation with the Classified Negotiations Committee (CNC) to develop a proposal.
  2. Proposals are submitted to the superintendent/president via the Director of Labor Relations & Title IX Coordinator.
  3. Negotiations occur and an agreement is reached.
  4. Once an agreement is reached, the EMS, as a subcommittee of the CNC, will forward its recommendations to the CNC, who will forward the recommendations to the Classified Senate. The Classified Senate Officers or Committee will advise the full senate.
  5. District approval, which may or may not require Board approval (depending on the negotiated item).
  6. Updates are inserted into the manual during the next update period.
  7. Manual revision date is noted on the cover page.
- District Initiated Issue:
  1. The District sends a proposal to the EMS.
  2. EMS reviews and discusses the proposal with the CNC.
  3. Negotiations occur and an agreement is reached.
  4. Once an agreement is reached, the EMS, as a subcommittee of the CNC, will forward its recommendations to the CNC, who will forward the recommendations to the Classified Senate. The Classified Senate Officers or Committee will advise the full senate.
  5. District approval, which may or may not require Board approval (depending on the negotiated item).
  6. Updates are inserted into the manual during the next update period.
  7. Manual revision date is noted on the cover page.
- Technical corrections, legal or other updates to the manual that do NOT need to be negotiated:
  1. The District or EMS identifies items requiring updates and submits a list to the other party.
  2. Updates are inserted into the manual during the next update period.

Refer to [Board Policy 7140: Collegial Negotiation and Collective Bargaining](#).

## A.2.0 Role of the Classified Senate & Local Decision Making

Refer to [Board Policy 2510: Collegial Governance and Participation in Local Decision Making](#).

## A.3.0 Collegial Negotiations

Refer to [Board Policy 7130: Compensation](#), and [Board Policy 7140: Collegial Negotiation and Collective Bargaining](#).

## A.4.0 Definitions

- **Business day** – Monday through Friday, excluding holidays and any **D**istrict closure.
- **Classified employees** – those who are employed in positions that are not academic or administrative positions.
- **Date in Position** – date of hire into a different regular position.
- **Date of Hire** – original date of hire into a permanent position within the **D**istrict. This is used to determine longevity and vacation accrual.
- **Exempt** – a classified position that meets the definition of the Fair Labor Standards Act excluding it from being eligible for overtime pay.
- **Interim** – assignment to fill a vacant position which has been approved for replacement until the completion of the recruitment process.
- **Non-exempt** – a classified position eligible for overtime pay.
- **Permanent employee** – a classified employee who has successfully completed a one-year probationary period.
- **Probationary employee** – a classified employee who has not yet completed a one-year probationary period.
- **Reassigned time** – time an employee is authorized by the **D**istrict to do work other than their regular assignment, such as Classified Senate work.
- **Release time** – time an employee is authorized by the Board to be away from their regularly assigned work for **D**istrict-sponsored events and still be compensated.
- **Regular employee** – a classified employee in a position, either full-time or part-time, and not temporary in nature.
- **Short-term workers** – employed and paid for less than seventy-five (75%) percent of the academic year (meaning 195 working days), regardless of the number of hours worked per day.
- **Substitute employee** – a person employed to replace a classified employee who is temporarily absent from duty.
- **Workers' Compensation** – a state-regulated insurance program that provides employees with coverage that guarantees prompt benefits when an employee is injured on the job or incurs a job related illness. Benefits are in the form of medical care, temporary disability benefits, and may include permanent disability awards.

## A.5.0 Acronyms

See also ["Acronyms"](#) on the MiraCosta College website.



## SECTION B: CLASSIFIED SENATE ROLE IN COLLEGIAL GOVERNANCE

The Board recognizes the Classified Senate as the representative body of classified professionals. All classified professionals, including confidential classified employees, shall be represented by the Classified Senate for purposes of collegial governance.

The Classified Senate shall be provided with opportunities to participate in the development of District policies and procedures, and in those processes for jointly developing recommendations for action by the Board. Refer to [Board Policy 2410](#) and [Administrative Procedure 2410](#).

Except in emergency situations, the Board shall not take action on recommendations significantly affecting classified employees unless the Classified Senate has had an opportunity to participate in the development of those recommendations. The Board shall give reasonable consideration to recommendations and opinions of the Classified Senate on all matters that significantly affect them.

The superintendent/president encourages supervisors to provide flexibility in work schedules to permit classified employees to participate in collegial governance activities associated with the Classified Senate and the District committees and councils.

The Classified Senate president or appointee will serve as a member of the Budget and Planning Committee.

The Classified Senate president will appoint representatives of the classified staff, subject to Classified Senate ratification, for the following committees:

### B.1.0 Governance Committees

- Budget and Planning Committee (4)
- Outcomes Assessment Committee (3)
- Student Success Committee (5) (Currently on hiatus)
- Institutional Program Review Committee (4)
- ~~Academic Senate (1)~~
  - ~~Courses and Programs Committee (2)~~
  - ~~Academic Affairs Committee (2)~~

### B.2.0 Representative Committees

- Academic Senate (1)
  - Courses and Programs Committee (2)
  - Academic Affairs Committee (2)

### B.32.0 District Advisory Committees

- Campus Advisory Committee (3)
- Career Incentive Committee (4)
- District Staff Development Committee (2)
- Equal Employment Opportunity Advisory Committee (EEOAC) (2)
- Fringe Benefits Committee (2)

- President's Advisory Committee on Diversity, Equity and Inclusion (PADEI) (1)
- President's Sustainability and Advisory Committee (4)
- Parking and Traffic Committee (3)

### **B.43.0 Classified Senate Subcommittees**

- Bylaws/Policies & Procedures Committee (3)
- Professional Development Committee (7)
- Classification Review Committee (CRC) (3 regular members, 5 alternates)
- Election Committee (5)
- Employee Recognition Committee (6)
- Event Planning/ Fundraising/Membership Committee (5-10)
- Negotiations Committee (7)
  - Employee Manual Subcommittee (4)

More information regarding the Classified Senate may be found on the [MiraCosta College SharePoint Portal](#).

## SECTION C: SUPPORT FOR CLASSIFIED SENATE FUNCTIONS

Senators elected to the Classified Senate Committee are authorized for reassigned time up to four (4) hours per month. The Classified Senate vice president, Classified Senate treasurer, Classified Senate secretary, and the Classified Senate immediate past president are authorized for reassigned time up to twelve (12) hours per month for attendance at Classified Senate meetings or to attend to other Classified Senate business.

The Classified Senate president shall be provided with up to fifty-percent (50%) reassigned time to handle responsibilities associated with the position. Depending on the work assignment, the District will (1) provide funds to employ an hourly replacement for the Classified Senate president's reassigned time or (2) reduce the individual's workload to reflect the reassigned time. Any inadequacies in workload distribution may be resolved using the Grievance Process.

In addition, if the Classified Senate president occupies a position which is eligible for overtime, they will be compensated according to the provisions of section E.4.0 for duties performed in excess of eight (8) hours in one workday or in excess of forty (40) hours in any calendar week.

The District will provide funding for the Classified Senate president or designee to be trained in alternative dispute resolution/mediation. The Vice President of Human Resources or designee, in consultation with the Classified Senate president, shall select an appropriate alternative dispute resolution/mediation training.

For the duration of this agreement, the Classified Senate Officers shall be provided with the use of an office allocated by the District to conduct Classified Senate business for no less than twenty (20) hours per week.

The Classified Negotiations Chair will be designated five (5) hours of reassigned time per month, for up to 12 months, in which the Classified Senate is meeting and conferring with the District.

## SECTION D: EMPLOYMENT

### D.1.0 Personnel Files

Refer to [Administrative Procedure 7145: Personnel Files](#).

### D.2.0 Regular Employment

#### D.2.1 Probationary Status

All new employees and employees appointed to a new position in a different class shall serve a probationary period of one year. The probationary status of an employee may be extended in direct proportion to the length of any medical or parental leave taken during the probationary period.

##### New Hires

Employees who have satisfactorily completed their one-year probationary period shall be granted permanent status in accordance with applicable statutes. Employees serving an initial probationary period may apply for promotional opportunities subject to an open recruitment.

During the probationary period, a probationary employee may be dismissed by the ~~B~~board upon the recommendation of the superintendent/president without right of appeal.

##### Promotional Opportunities

An employee who is promoted shall serve a one-year probationary period in the higher classification.

A permanent employee who is serving a probationary period as a result of a promotion and who is found unsatisfactory in the higher position shall be reinstated to their former classification and status unless there is cause for dismissal in accordance with Board ~~of Trustees~~ policy - [BP 7365.3](#).

### D.3.0 Transfers

Transfer of a qualified employee from one position to another position may be made by the superintendent/president.

#### A. Administrative Transfer

Transfer of a regular employee from one position to another in the same classification and title may be made after written notification is given to the affected employee no less than ten (10) business days preceding the effective transfer date. If the transfer is a demotion in lieu of a layoff, the procedures in section M.2.1 are applicable.

If requested by the employee, the superintendent/president or designee shall inform the employee of the reason or reasons for the administrative transfer. The employee may request the reasons in writing, and if so requested, the memo shall be made a part of the employee's personnel file.

In emergency situations, a transfer may be made at any time by the appropriate division head. In the case of an emergency assignment, no written notice is required. Classified employees shall be paid in accordance with the procedure in section E.7.0 of this manual.

Transfer to a position within the same classification shall be made without change to the employee's salary rate and anniversary date. The employee's date in position will be the effective date of transfer into the new position.

The employee will be placed on the salary schedule in the new range at the step commensurate with their salary at the time of transfer.

If the transfer of a permanent employee from one position to another results in a higher classification for the employee, the procedure for promotional increases outlined in section E.1.2 of this manual is applied.

#### B. Lateral Transfer

A lateral transfer is defined as the relocation of an employee within the same job classification to another department. Such a transfer is considered a change in work assignment. Employees serving an initial probationary period are not eligible for lateral transfers.

A lateral transfer may be requested by the employee when a permanent vacancy occurs within a multi-position classification. Lateral transfer opportunities are not required for interim assignments. Prior to the public announcement of a vacant position in a multi-position classification, employees within the classification will be notified of the vacancy and may submit a request for lateral transfer to HR. HR shall provide employees in a multi-position classification five (5) business days to submit a request for lateral transfer. All lateral transfer requests must be submitted to HR by 5:00 p.m. on the fifth business day following the announcement.

Such requests will be submitted to the supervisor and area vice president of the vacant position for review and consideration. The appropriate vice president shall make a decision on all lateral transfer requests within ten (10) business days.

A written response will be provided to the employee by HR as to the outcome of the transfer request prior to the public announcement of the vacant position. Decisions related to lateral transfer requests are not subject to the grievance procedure.

### D.4.0 Interim Assignments

Interim assignments are intended to fill a vacant position, which has been approved for replacement, until the completion of the recruitment process. An interim assignment may also be due to a vacancy for an employee on a leave of absence. Interim assignment of an employee in weekly or monthly increments may be made by the appropriate division head at any time. Employees serving an initial probationary period with the ~~District~~ are not eligible for appointment to interim assignments. Interim assignments may not extend beyond two fiscal years, per Title 5, section 53021.

Permanent employees who wish to apply for interim assignment opportunities must discuss their intention with their immediate supervisor prior to the application. Supervisors are encouraged to support employees in their professional growth and development. However, the District retains the right to refuse an interim assignment opportunity based on the operational needs of the District.

Appointments of permanent classified employees to interim assignments may result in changes to salary and/or step advancement dates. See section E.1.2 of this manual on Promotional Increases. The following examples have been developed using salary rates from the 20~~21~~~~18~~–~~24~~~~21~~ salary schedule for illustration purposes.

Original facts: Sally was hired with the District on July 1, ~~2017~~~~2019~~. Her job is a range 18 and she has advanced to step 2 on the salary schedule effective July 1, 2020 (monthly salary of \$~~4,863.25~~~~5,198.75~~).

Example 1: interim assignment, lasting 4 months:

Sally is appointed to an interim assignment in a range 23 job, effective 1/1/~~19~~~~21~~.

- A. Using the five-percent (5%) promotional increase rule and the 20~~21~~~~18~~–~~24~~~~21~~ salary schedule, she is placed on step 1 in the new position, and the new salary will be \$~~5,327.92~~~~5,695.50~~.
- B. Sally's next step advancement date is reset to 1/1/~~20~~~~22~~, one year from the beginning of her interim assignment, rather than 7/1/~~21~~~~19~~ as it would otherwise have been.
- C. On 5/1/~~21~~~~19~~, the interim assignment ends and Sally is returned to her permanent position in the range 18 job. Since less than one year has passed, she returns to step 2. Her step advancement date returns to 7/1 and will next occur on 7/1/~~21~~~~19~~. In other words, her salary and step placement are returned to exactly what they were prior to the interim assignment.

Example 2: interim assignment, lasting longer than 12 months:

- A. On 1/1/~~22~~~~20~~, she advances to step 2 while in the interim assignment, in the range 23 job.
- B. On 10/1/~~22~~~~20~~, the assignment ends. Sally returns to her permanent position and is placed at step 4, since she would have advanced steps as of 7/1/~~21~~~~19~~ (step 3) and 7/1/~~22~~~~20~~ (step 4) had she not served the interim assignment. Her next step advancement date reverts to 7/1, instead of 1/1, and next occurs on 7/1/~~23~~~~24~~.

Example 3: Sally is hired into the permanent position at the conclusion of an interim assignment:

- A. On 11/1/~~22~~~~20~~, Sally is named to fill the range 23 job on a permanent basis.
- B. She remains at step ~~2~~~~3~~ where she is already advanced.
- C. Her date in position or step advancement date remains at 1/1, where it was set at the beginning of the interim assignment.
- D. Her next step advancement date will be 1/1/~~23~~, and she will advance to step ~~3~~~~4~~.
- E. Sally will become eligible for longevity pay after 7/1/~~24~~~~22~~, upon completion of five years of continuous service with the District.

### Other Scenarios

- A. If an interim assignment is a lateral move to a job at the same salary range, there is no change in the employee's step advancement date since there is no change in salary.
- B. If an employee moves from one interim assignment to a new and different interim assignment, the salary placement is calculated by returning them to their permanent job's salary range first and then recalculating the five-percent (5%) promotional increase to the second interim assignment's salary range (rather than basing it on the salary in the first interim assignment).

- C. If the employee requests to move to an interim assignment at a lower pay range, and the request is approved by the District, the employee will be placed at a step commensurate with their years of service.

If a combination of circumstances means that applying the guidelines above creates an unfair situation to the employee, a meeting will be convened including the ~~Manager HR Operations~~HR Supervisor, Director of Labor Relations & Title IX Coordinator, and the Classified Senate president to determine the appropriate action to be taken. If the employee is not satisfied with the recommendation, they can appeal the decision to the Vice President, Human Resources.

## D.5.0 Voluntary Demotion

An employee, who has permanent status in a class, may request a voluntary demotion to a vacant position. A written request for placement in a class or position with a lower minimum qualification and salary must be submitted to the immediate supervisor and HR. The hiring manager for the vacant position has discretion to approve or reject the request for voluntary demotion. A recommendation would then be forwarded by the superintendent/president and approved by the Board. A voluntary demotion is a permanent change in assignment. The employee must be qualified to serve in the lower class, and an appropriate vacancy must exist. An employee who requests a voluntary demotion will move to the salary range of the new job classification, but will be placed at their current step. Employees who request voluntary demotions shall be eligible for longevity pay commensurate with their years of service.

## D.6.0 Voluntary Reduction in Assignment

To reduce and/or defer payroll costs, the District will allow for and encourage voluntary reduction in assignment, defined as the placement of an employee in a temporary status without duties and without pay. The purpose of the District's voluntary program is to help reduce expenditures during challenging budget shortfalls, yet maintain critical District services. To that end, no short-term worker will be hired to backfill an employee participating in voluntary reduction in assignment.

Division/department/program heads are encouraged to promote the voluntary reduction in assignment option described herein in order to reduce departmental expenditures. Division/department/program heads may determine, however, whether to allow a reduction in assignment based on the operational needs of the division/department/program. District administration may approve or deny a voluntary reduction-in-assignment request based on the business needs of the District.

A regular classified employee may, with the approval of their supervisor and division head, request a voluntary reduction of their assigned hours per week. An employee may request a reduction in assignment in full-day increments only and may request a maximum of one (1) day per week. For example, an employee who works thirty (30) hours per week could request a voluntary reduction in assignment of one workday of six (6) hours. This would result in a permanent change in assignment to twenty-four (24) hours per week. An employee may apply for a voluntary reduction in assignment at any time. The reduction in assignment will be for a defined period of time and may be extended by mutual agreement of the employee and District after an assessment of the impact of such reduction. A revised work assignment form will be submitted to the Payroll Department to reflect the revised work schedule.

A request by an employee to reduce the number of workweeks per month or work months per year shall not be considered a voluntary reduction in assignment and shall be handled under the other leave provisions covered in section G of this manual. [Administrative Procedure 7340: Leaves](#), provides for an



employee to request a leave of absence without pay for any reason and for a period not to exceed one year in up to six-month intervals. The difference in the voluntary reduction in assignment option is that certain benefits and leave accruals will not be reduced to reflect the temporary reduction in hours.

- A. Alternate workweeks: Employees working a compressed workweek (e.g. 4/10-hour workweeks) may participate in voluntary reduction in assignment. Individuals working an alternative workweek who have a normal day off on a scheduled unpaid day may schedule and observe an alternate unpaid day within that same pay period.
- B. Timekeeping: Each department is responsible for establishing methods to ensure voluntary reduction in assignment days are observed by each eligible employee.
- C. Compensation: The employee's compensation shall be reduced proportionately for the term of the reduction in assignment.
- D. Compensatory Time: Employees are not eligible to be paid for compensatory time on days when they would not normally be paid. Compensatory time will not be used in place of designated unpaid reduction in assignment days.
- E. Holiday Pay: The requirement to be in a paid status either the day before or the day after a holiday, in order to be paid for the holiday, will be waived in those circumstances where the unpaid day is a reduction-in-assignment day. If an individual is in an unpaid status on both the day before and the day following a holiday, not caused by a reduction-in-assignment day, the employee will not be paid for the holiday. If a scheduled reduction in assignment day falls on a paid holiday, the employee will receive holiday pay for that day.
- F. Benefits: Employee benefits, including health and welfare and retirement, shall remain in effect as though the employee was working their regular assignment. Note: an employee must be in paid status for 1,720 hours per year to receive a full year of PERS service credit.
- G. Eligibility: A reduction-in-assignment day is considered to be a regular day off and should not be counted when calculating leave eligibility. For example, when calculating whether the employee worked 1,250 hours in the previous twelve (12) month period under FMLA, any reduction-in-assignment days would not be counted as earned or hours worked.
- H. Vacation and Leave Accruals: The accrual of vacation and sick leave will be prorated by requested and approved reduction in assignment days. Employees may not use their paid vacation benefit on a day they would not normally be paid, and reduction-in-assignment days are not paid days. Employees who have accrued the maximum vacation carryover accruals may not participate in the voluntary reduction in assignment.
- I. Bereavement Leave: Employees are not eligible to be paid for bereavement leave on days when they would not normally be paid. Bereavement leave will not be approved for scheduled unpaid reduction-in-assignment days.
- J. Jury Duty: As public employees, all ~~De~~istrict staff are ineligible to accept payment for jury service; however, they may keep any mileage reimbursement that may be issued by the court.
- K. Sick Leave Use: Employees may not use sick leave for reduction-in-assignment days. Employees may use paid leave benefits only on those days they are normally scheduled to work. Employees are not eligible to be paid for sick leave on days when they would not normally work.



- L. Seniority: For the purposes of calculating seniority, an employee participating in voluntary reduction of assignment shall be treated as if their assignment had not been reduced. Reduction in assignment will not cause a break in service credit for the purposes of calculating anniversary date/date in position/step increase.

The reduction in assignment may be terminated at any time by mutual agreement of the employee and the District; for example, if the employee transfers to another department or terminates employment with the District. Thirty (30) days advance notice of termination of the agreement will be provided by either party. The employee may unilaterally terminate the reduction in assignment in the event of hardship.

Hardships are defined as:

- A. Death of a spouse/partner
- B. Divorce
- C. Spouse or partner's loss of employment
- D. Economic hardship beyond the control of the employee

Nothing in this section precludes the District from also implementing an involuntary reduction of assignments per section M.2.0.

See Appendix 3 for voluntary reduction in assignment request form.

## SECTION E: COMPENSATION AND BREAKS

### E.1.0 Annual Classified Employees Salary Schedule

Refer to [Board Policy 7130: Compensation](#). The current year's classified salary schedule(s) are attached in Appendix 1.

#### E.1.1 Compensation Agreement for FY ~~2018/19~~2021/22 through FY ~~2020/21~~2023/24

##### Cost of Living Adjustments (COLA):

~~2018-19~~2021-2022 = ~~1.75~~3.0%

~~2019-20~~2022-2023 = ~~1.75~~2.0%

~~2020-21~~2023-2024 = ~~2.01~~1.75%

##### Implementation of the Classification and Compensation Study 2018-2021:

###### Classified Employee Classification

~~The District and Classified Senate agreed to fully implement the job descriptions and job titles for employees. Upon ratification by the Board of Trustees, the job descriptions and job titles will be effective as of July 1, 2018.~~

###### Classified Employee Compensation

~~The District and Classified Senate have agreed to fully implement the results of the compensation recommendations over a three (3) year period as described below.~~

###### ***Employees Recommended to Advance on Salary Schedule***

~~Classified employees recommended to advance in range will be implemented through a three (3) year implementation phase. On July 1, 2018, all employees advancing in range(s) will advance to one (1) range higher than their current range. The second implementation will occur on July 1, 2019. All employees advancing two (2) or more ranges will move to the second or third range above their 2017-2018 range. Employees advancing two or three ranges will have reached their final range. The third implementation will occur on July 1, 2020. All employees advancing four (4) or more ranges above their 2017-18 range will advance to their final recommended range.~~

	2018-2019	2019-2020	2020-2021
Advance 1 range	All eligible employees advance 1 range and maintain their current step. Full implementation for employees recommended to go up one range will be complete.		
Advance 2 or 3 ranges from original range		All eligible employees advance 2 or 3 ranges and maintain their current step. Full implementation for employees recommended to advance 2 or 3 ranges will be complete.	
Advance 4 or more ranges from original range			All eligible employees recommended to advance 4 or more ranges will move to their final recommended range and maintain their current step. Final phase of class and comp is completed.

### ***Employees Recommended “No Change”***

Employees in job classifications that are not recommended to change will remain at their 2017-2018 range.

### ***Employees Recommended to move to Lower Salary Range***

Employees in job classifications who are recommended to be placed at a lower range on the salary schedule will be Y-rated at their 2017-2018 annual salary. This means these employees would not progress on the salary schedule unless the next step pay is higher than their current Y-rated pay. (i.e. employee would not receive COLA on July 1, 2018, but if their anniversary date falls on January 1, 2019 and their next step is higher than the y-rated range they would advance to that step.) These employees will remain Y-rated until the salary schedule at the RSG recommended range is equal to or is greater than the salary of the Y-rated employee. At the time the new range is equal to or greater than the current salary, the employee would be eligible to progress to the next step on the salary schedule on their anniversary date.

~~With the exception of Y-rated employees, all employees will step on the salary and longevity schedules on their anniversary date.~~

### ~~**Employees in Combined Job Classifications**~~

~~During the classification study, some job classifications were recommended to be combined. The combination of these classifications may result in some employees advancing more than one range during the first year of implementation due to different salary placements. Therefore, employees in select combined classifications will be placed at the highest classification of the classification being combined.~~

~~There will be no impact employees advancing in step, and employees will continue to advance in step on their anniversary date as schedule.~~

## E.1.2 Promotional Increases

When a regular classified employee is hired into, or on an interim basis assigned to, a position of a higher classification, they shall be moved to the appropriate range and step of the new class to ensure a minimum five-percent (5%) increase over the employee's salary at the time of the hire, as long as the salary schedule provides a five-percent (5%) opportunity and the following conditions are met:

- A. Placement on the salary schedule will be at the nearest step that provides at least a five-percent (5%) increase above the employee's previous placement. If the five-percent (5%) increase causes the resultant salary to fall between steps, the employee shall be placed on the next higher step that exceeds the five percent. Placement will be at the highest step if no step provides at least a five-percent (5%) increase. No employee may be placed beyond ~~the last step of the range~~step 5. For employees who have reached longevity, they shall be placed at step 5 and receive the applicable longevity payment.
- B. The employee may not be placed at a salary that is less than the first step of the position of higher classification.
- C. Each year the employee shall continue to progress along the salary schedule from the range and step they were placed at the time of promotional increase
- D. The date in position (date of hire into the new position) shall be used for the calculation of a year of service in the employee's new position. A year is completed when 365 calendar days have passed since the date of hire into the new position, regardless of the number of months worked or percentage of assignment. The employee's original anniversary date shall be retained for calculating total years of service with the District.
- ~~E.~~ Interim assignments – the five-percent (5%) promotional increase rule will also be used to determine the starting salary in an interim assignment. The change in assignment will also reset the step advancement date to one year from placement in the interim assignment. See examples in section D.4.0.
- ~~E.F.~~ The Promotional Increase rules do not apply to classified employees promoting to a Classified Administrator position. The Classified Administrator Working Conditions Manual governs those assignments.

### E.1.3 Anniversary Date and Date in Position

An employee's anniversary date is the date on which employment in the regular classified service began (previous time worked in a temporary assignment is not included). A year of service is calculated using this original date of hire into a regular position. A year is completed when 365 calendar days have passed since the date of hire, regardless of the number of months worked or percentage of assignment.

For pay purposes, all employees who have completed a year of service with a satisfactory rating shall automatically advance to the next salary step (this is done using the anniversary date). The supervisor may recommend that the step be withheld if performance of the individual is not satisfactory. The final decision on this matter shall be made by the Board.

Employees hired between the first and fifteenth of the month advance on the first of the month. Those hired between the sixteenth and the end of the month advance on the first of the following month.

An employee's "date in position" is the date of hire into a different regular position. A year of service is completed when 365 calendar days have passed since the date in position, regardless of the number of months worked or percentage of assignment. Date in position is used to calculate the time of step advancement on the salary schedule and the performance assessment due dates following a change in job.

### E.1.4 Step and Longevity Pay

The District shall provide the employee a step increment after completion of one (1) year of service, and thereafter an annual step increment for each remaining step indicated on the salary schedule for the particular classification.

These salary increments will be effective on the first day of the month of the anniversary date of employment, providing the anniversary date falls between the first and fifteenth of the month. For anniversary dates falling between the sixteenth day and the end of the month, salary increments will be effective the first day of the following month.

#### **Longevity Calculations**

**Eligibility:** Eligibility for longevity pay is based on years of continuous service with the District and the classified employee's date of hire. Employees are eligible for longevity pay after completing five (5) years of continuous service in permanent status with the District.

**Method of Longevity Payment:** Longevity pay will be provided on a monthly basis throughout the classified employee's work year.

***For permanent classified employees hired before July 1, 2018, longevity shall be paid as follows:***

- L-1: On completion of five (5) years of continuous service to the District, and during service year six (6), an additional three percent (3%), based on step 5, will be paid.
- L-2: On completion of six (6) years of continuous service to the District, and during service years seven to ten (7-10), an additional one percent (1%) per year, based on the immediate previous year, will be paid.

- L-3: On completion of ten (10) years of continuous service to the District, and during service year eleven (11), an additional one and one-half percent (1.5%), based on the immediate previous year, will be paid.
- L-4: On completion of eleven (11) years of continuous service to the District, and during service years twelve to fifteen (12-15), an additional one percent (1%) per year, based on the immediate previous year, will be paid.
- L-5: On completion of fifteen (15) years of continuous service to the District, and during service year sixteen (16), an additional one and one-half percent (1.5%), based on the immediate previous year, will be paid.
- L-6: On completion of sixteen (16) years of continuous service to the District, and during service years seventeen to twenty-one (17-21), an additional one percent (1%) per year, based on the immediate previous year, will be paid.
- L-7: On completion of twenty-one (21) years of continuous service to the District, and during service year twenty-two (22), an additional 0.65% percent, based on the immediate previous year, will be paid.

All on-schedule COLA adjustments resulting from collegial negotiations between the Classified Senate and the District shall be applied uniformly to both salary and longevity schedules.

***For permanent classified employees hired after July 1, 2018, longevity shall be paid as follows:***

Years 6-9: \$500 per year^  
Years 10-14: \$1000 per year^  
Years 15-19: \$1500 per year^  
Years 20-22: \$2000 per year^  
Years 23+: \$2500 per year^

^The longevity payment is non-cumulative and does not increase with COLA.

Employees shall be eligible for longevity pay in direct proportion to their percentage of assignment with the District (i.e. a part-time classified employee who works 20 hours per week shall be eligible for a 50% longevity payment).

See examples in section D.4.0 regarding handling of step advancement dates related to interim assignments.

## **E.2.0 Shift Differentials**

### **E.2.1 Split Shift**

Employees required regularly to work a split shift will receive additional pay as compensation for the inconvenience and additional time required for the completion of the assigned work day. (See Ed. Code section 88185). A request for a split shift must be due to the operational needs of the District.

A two and one-half percent (2.5%) differential will be paid for assignments in which the time between work periods is more than one-half hour but less than two hours. A five-percent (5%) differential will be paid for assignments in which the time between work periods is two hours or more. Time allowed for meals and rest breaks are excluded from consideration in computing the time between work periods.

When less than eighty percent (80%) of an assignment is on a split shift, the employee will be paid at the higher rate for only those days on which the split shift is worked.

Example: Employee working forty (40)-hour week is assigned split shift on Tuesday and Thursday, totaling sixteen (16) hours or forty percent (40%) of total assignment to be paid at a higher rate.

Example: Employee working thirty (30)-hour week is assigned split shift on Monday, totaling six (6) hours or twenty percent (20%) of total assignment to be paid at a higher rate.

Split-shift assignments requiring pay differentials shall be approved in advance [through the Work Assignment Form \(WAF\) approval process](#).

## E.2.2 Evening and Graveyard Shifts

Employees assigned to duty shifts that require a minimum of two hours of their assignment to be worked after 4:30 p.m. on a regular basis will receive a two and one-half percent (2.5%) differential. Employees assigned to duty shifts that require a minimum of two hours service after midnight on a regular basis will receive a five-percent (5%) differential. There will be no recomputation for occasional hours of daytime assignment for the convenience of the District.

Employees will not receive split shift and evening differentials for the same hours unless the employee's schedule satisfies the requirements for each stipend irrespective of the other. For example, an employee who works from 8:30 a.m. to 3 p.m., returns at 5:30 p.m. and works until 7 p.m. would only receive the split-shift differential, because if the split is removed, they are no longer working two or more hours beyond 4:30 p.m. If an employee works from 8:30 a.m. to 3 p.m., returns at 5:30 p.m. and works until 10 p.m., the employee is entitled to both the split shift and evening differentials because they worked two or more hours after 4:30 p.m. regardless of the split.

## E.3.0 Workday and Work Year

### E.3.1 Workday for Full-Time Employees

- A. The workday for full-time classified employees is based on an eight-hour day and a forty-hour week. Hours for the beginning and ending of shifts are to be established by the superintendent/president, the division vice president, or their designee.
- B. Some classified positions may be assigned to a four-consecutive-day workweek of ten (10) hours per day (4/10), with the concurrence of the employee.
- C. The District also may establish a nine-hour-per-day, eighty-hour-per-two-week work schedule (9/80), provided the establishment of the work schedule has the concurrence of the employee. When a 9/80 work schedule is established, it shall consist of nine work days—eight nine-hour days and one eight-hour day. Refer to section E.5.0.

“Work week” means, for purposes of overtime determination, a consecutive, seven-day period that begins at 12:00 a.m. on Monday and ends at 11:59 p.m. on Sunday. The Board may establish alternative workweek schedules of classified employees with the concurrence of the affected employee. For employees working a 9/80 work schedule, their designated FLSA work week (168 hours in length) shall begin exactly four hours after the start date of the employee's eight hour shift on the day of the week that corresponds with the employee's alternating regular day off, as demonstrated in the chart below.

	Monday	Tuesday	Wednesday	Thursday	Friday a.m.	Friday p.m.
<b>Week 1</b>	9 hours	9 hours	9 hours	9 hours	4 hours	4 hours
<b>Week 2</b>	9 Hours	9 hours	9 hours	9 hours	Off	Off



### E.3.2 Workday for Part-Time Employees

Part-time classified employees are assigned to positions that may require some performance every day administrative offices are open, but could be less than eight hours a day or less than forty (40) hours a week.

For purposes of determining the workday for accumulation of vacation and sick leave and for holiday pay, the hours per week are divided by five.

### E.3.3 Work Year

The Board shall establish annually a school calendar that will specify work days, legal holidays, and local holidays for classified personnel. Some positions are assigned year around; others that support the classroom environment are assigned less than twelve (12) months.

Classified employees will be authorized a specified number of days for their yearly assignment. This total will change from year to year based on calendar and departmental needs. The total number of days possible are the total number of days that the District is open for business.

All employees will be notified prior to July 1 of the total assignment for the year. The number of days of an employee's assignment, if less than the possible total, will be requested by the area administrator and approved through the regular annual budget process. Those days on which the employee will not be on duty will be designated by the supervisor.

For any month in which an employee is not on duty for all possible working days, vacation time, or leave without pay will be charged for all non-duty days. The monthly payroll warrant will reflect time without pay and it may be necessary to calculate this in a subsequent month dependent upon the reporting date and payroll cut-off dates.

For any month in which an employee is off duty for more than fifty percent (50%) of their assignment without pay, vacation and sick leave accruals will be prorated.

Employees whose assignments coincide with the instructional calendar and who give service during summer intersession as an extra assignment will receive salary payments for summer school service on the hourly payroll.

### E.4.0 Overtime

- A. The regular or basic workweek for full-time classified employees shall be forty (40) hours and the regular workday shall be eight hours. This policy shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.
- B. Notwithstanding section A above, the Board may exempt specific classes of positions from compensation for overtime in excess of eight hours in one day, provided that hours worked in excess of forty (40) in a calendar week shall be compensated on an overtime basis. Such exemption shall be applied only to those classes that the Board specifically finds to be subject to fluctuations in daily working hours not susceptible to administrative control (this is referred to as "extended day"). This section does not restrict the Board's ability to establish an alternative

overtime combination system for law enforcement employees under section 7, subdivision (k) of the Fair Labor Standards Act (FLSA) to the extent permitted by law.

- C. When an employee works occasionally or sporadically on a part-time basis in a different capacity, the hours worked will not be combined for the purpose of determining overtime compensation. Such time shall be paid at the range of the position worked at the employee's current step.
- D. **The performance of overtime services will be made on approval of the appropriate supervisor, dean/director, and vice president. Overtime must be approved in advance except in an emergency.** ~~An employee who requests to work overtime must submit a completed overtime/extra time authorization form (B-125) to their supervisor for advance approval. See Appendix 4 for B-125 form. Each supervisor should establish guidelines for requesting overtime and for the approval of overtime. These guidelines should be shared with their employees.~~

#### E.4.1 Overtime Compensation for Eligible Employees

- A. Compensation or compensatory time off at a rate equal to time and one-half the nonexempt, classified employee's regular rate of pay shall be provided for authorized overtime.
- B. Overtime is defined to include any time required to be worked in excess of eight (8) hours in one workday and in excess of forty (40) hours in any calendar week. If the Board establishes a workday of less than eight hours but seven hours or more and a workweek of less than forty (40) hours but thirty-five (35) hours or more for all of its classified positions or for certain classes of classified positions, all time worked in excess of the established workday and workweek shall be deemed to be overtime. The foregoing provisions do not apply to part-time classified positions for which a workday of fewer than seven hours and a workweek of fewer than thirty-five (35) hours has been established, nor to full-time classified positions for which a workday of eight hours and a workweek of forty (40) hours has been established, but in which positions employees are temporarily assigned to work fewer than eight hours per day or forty (40) hours per week when such reduction in hours is necessary to avoid layoffs for lack of work or lack of funds and the consent of the majority of affected employees to such reduction in hours has been first obtained.

A part-time classified employee shall be paid an "extra-time" rate for all hours worked in excess of their regular assignment through the eighth hour of a workday at the regular rate of pay for the employee designated and authorized to perform the work. Compensatory time off is not an option for "extra time."

- C. Overtime shall also include (1) any work required to be performed on the sixth or seventh day following the commencement of the workweek for an employee having an average workday of four hours or more during the workweek, and (2) any work required to be performed on the seventh day following the commencement of the workweek for an employee having an average workday of less than four hours during a workweek. (See Ed. Code § 88030)
- D. An overtime-eligible employee attending conferences, trainings, seminars, workshops or meetings on a day outside of their regular workweek will be compensated according to these procedures regarding overtime, if applicable. Time spent traveling may also be compensated; special rules apply for overnight travel. See HR for details prior to submitting a Travel Spend Authorization.
- E. Notwithstanding sections A and B above, the Board may establish alternative workday and workweek schedules of classified employees with the concurrence of the Classified Senate. If the Board establishes a workday or workweek schedule, or both, pursuant to this subsection, the

overtime rate shall be paid for all hours worked in excess of the required workday or a workweek of forty (40) hours.

- F. **Compensatory Time:** An employee may request compensatory time ("comp time") off in lieu of monetary compensation for overtime work. The District shall determine whether an employee is granted overtime pay or comp time in lieu of monetary compensation for overtime work. Comp time shall be taken at the convenience of the District and requests shall be approved in advance in writing by an employee's supervisor. See also section G.12.1 regarding use of compensatory time.

Comp time may be accrued from July 1 to June 30 of each year and must be taken within the same fiscal year in which it was earned. If the comp time has not been taken within the fiscal year in which it was earned, the District shall pay the employee for all such time at the appropriate overtime rate based on the employee's rate of pay at the time it was earned. All comp time payouts will be completed by September 30.

An employee may accrue no more than two hundred forty (240) hours of comp time. All overtime hours worked once the employee has accrued two hundred forty (240) hours shall be paid at the overtime rate.

## E.4.2 Overtime Exempt

The Board will specify certain positions or classes of positions as supervisory, administrative, executive, or professional and exclude the employees serving in such positions from overtime provisions.

In approving these positions for exclusion from the overtime provisions, the Board certifies that the duties and authority of the positions are of such a nature that they should meet the definitions of the Fair Labor Standards Act (FLSA).

Employees in positions designated as overtime exempt are ineligible for evening or split-shift differentials.

The following positions are specified as overtime exempt:

- Access Specialist
- Accounting Supervisor
- Assistant Registrar
- Athletic Director
- Bursar
- Business Analyst – Fiscal Services
- Business Systems Analyst
- ~~Counseling Operations Supervisor~~
- Custodial Supervisor
- Data Warehouse Systems Developer
- Digital Marketing Coordinator
- Enrollment Database Specialist
- Enterprise Applications Developer
- Facilities Manager
- Financial Aid Supervisor
- Grounds Supervisor

- Information Security Engineer
- Infrastructure Systems Engineer
- Lead Groundskeeper
- Manager, Counseling Services
- ~~Manager, Health Services~~
- Manager, Infrastructure Systems and Application Development
- Manager, Library Operations
- Manager, Technology Support Services
- Network Specialist
- Program Manager, Academic and Career Pathways
- Program Manager, Employment Services
- Program Manager, First Year Forward (FYF)
- Program Manager, Institute for International Perspectives (IIP)
- Program Manager, Outreach
- Program Manager, Service Learning
- Program Manager, Student Equity
- ~~Program Manager, Student Life & Leadership~~
- Program Manager, Student Success and Support Programs (SSSP)
- Program Manager, Testing Services
- Program Manager, Veterans Services
- Program Manager, Writing Center
- Program Supervisor, Community Education and Workforce Development
- Program Supervisor, Supplemental Instruction
- Purchasing Supervisor
- Research Analyst
- Senior Database Administrator
- Senior Enterprise Applications Developer
- Warehouse Supervisor
- Web Applications Developer

### E.4.3 Extended Day Designated Employees

Positions that the Board finds to be subject to fluctuations in daily working hours not susceptible to administrative control may be exempt from compensation for overtime in excess of eight (8) hours in one day. Hours worked in excess of forty (40) hours in a week period shall be compensated on an overtime basis.

Employees in positions designated as extended day are ineligible for evening or split-shift differentials unless it can be shown that their assignments require them to work split shifts or evenings on a regular basis, in spite of the flexible nature of the positions.

Positions designated as extended day are:

- Assistive Technology Assistant
- Assistant Athletics Trainer
- Athletics Coordinator
- Athletic Trainer
- Cashier II
- Technology Services Analyst

- Graphic Design Coordinator
- Community Services Assistant I and II
- Horticulture Assistant
- HVAC Technician
- Instructional Assistant
- Instructional Associate
- Instructional Computer Lab Lead
- Instructional Technology Specialist
- Media Services Technician
- Music Sound Engineer
- Noncredit Support Assistant
- Nursing Simulations Curriculum Coordinator
- Online Instructional Technologist
- Noncredit Support Supervisor
- Performing Arts Technician
- Science Lab Technician
- Senior Science Lab Associate

### E.5.0 Flexible Workday/Work Schedule

Departments/divisions may establish flexible work schedules of not more than eighty (80) hours in a two-calendar-week period for classified employees, with concurrence of each of the affected employees and approval of the Board. Actual hours to be worked on any day within such period shall be determined by the supervisor and employee. Flexible work schedules shall be designated on a WAF, and approved by all supervisors in the employee's chain of command.

Such agreements may be established on either an individual or department-wide basis. No employee or group of employees shall be expected or required to accept a flexible workweek assignment.

Where a flexible work-week has been established and agreed to by the incumbent employee, supervisor, department head, and vice president, the overtime rate shall be paid for hours approved and worked in excess of eighty (80) in the period.

See also section E.3.0.

### E.6.0 On-Call Pay

Non-exempt employees who are required to be available to respond to emergencies that occur outside of regular hours of operation, such as on weekends (Saturday and Sunday), holidays and/or other day(s) when the campus is closed, shall receive a minimum of two (2) hours on-call pay at their regular hourly rate for each day they are assigned to be on call. If called to work while on-call, compensation will include the two (2) hours of on-call pay plus actual hours worked. Actual hours worked by non-overtime exempt employees that exceed forty (40) for the week, when properly authorized, shall be paid at their overtime rate. Supervisors shall reduce the on-call employee's normal workweek in order to avoid subjecting the employee to unnecessary fatigue.

On-call assignments shall be made in advance by the department head with approval from the appropriate vice president. The affected employees shall carry a cell phone wherever they go while on call and shall stay within thirty (30) minute drive from all of the college campus locations. An employee

shall have the right to refuse such assignment provided another employee within the same eligible classification is available and accepts the reassignment.

Employees in the following job classifications are eligible to receive on-call pay when required and properly authorized:

- Building Maintenance Mechanics I, II, III
- HVAC Mechanic
- Instructional Technology Specialist
- Police Officers
- Technology Services Analyst
- Vehicle and Equipment Maintenance Mechanic

Supervisors are ineligible to receive on-call pay.

### **E.7.0 Emergency/Unscheduled Response Pay**

Overtime-exempt employees who are required to respond to emergencies or other unscheduled situations that occur evenings, weekends (Saturday and Sunday), holidays, and/or other day(s) when the campus is closed shall be compensated for all hours worked beyond four (all hours worked on a holiday shall be compensated) when it is determined by the appropriate division head that such response could not have been delegated to another nonexempt employee or independent contractor.

Such compensation shall be made either in time off equal to one hour for each hour worked beyond four (except holidays) and/or payment at their regular hourly rate for all hours worked beyond four (except holidays). The employee's division head shall determine how the employee will be compensated.

### **E.8.0 Payroll Procedures**

Because regular classified employees are paid on the last working day of the month, their time worked for that month is anticipated. The work assignment form (see Appendix 3), completed by employees in advance of each fiscal year and whenever a change occurs, is the method used for anticipation. This form also includes hours and days worked to provide the Payroll Department with information on shift differentials and other matters.

All absences must be reported via WorkDay. When an absence is necessary for reasons other than personal illness, arrangements should be made in advance with the immediate supervisor. Absences for personal reasons other than those provided for elsewhere in these policies shall be without pay; however, upon request of the employee prior to the absence, such absence may be counted as vacation leave upon approval of the immediate supervisor.

#### **A. Distribution of Payroll Warrants**

Payroll warrants are generally available on the last working day of the month in WorkDay. Employees shall have their check deposited directly into their credit union or bank account at the financial institution of their choice.

## B. Voluntary Deductions

If desired, employees may authorize voluntary payroll deductions for credit union deposits/ payments, organization membership dues, savings bonds, insurance premiums, tax-sheltered annuities-, etc.

C. Both the District and the Classified Senate understand that it is possible that a classified employee may be erroneously overpaid. Both parties agree that in that circumstance the District will act in a timely manner to notify the classified employee and work with them to develop a repayment plan to recover the overpaid funds. The parties also understand that it is possible that a classified employee may be erroneously underpaid, and agree that in that circumstance the District will act in a timely manner to either (1) notify the employee within seven calendar days of the discovery of the underpayment, or (2) investigate an underpayment claim upon notification from a classified employee. The affected classified employee will be paid during the next regularly scheduled payroll cycle following the resolution of the underpayment discovery or claim.

## E.9.0 Work Breaks

Work breaks are governed by federal and state laws and apply to all nonexempt employees. The lunch break is typically thirty (30) minutes and is unpaid time. Extension of this period must be approved by the immediate supervisor and must not be a hardship on other employees in the department or affect the efficiency of the office. In the event the lunch/dinner break is extended, the time is to be made up either at the beginning or at the end of the same workday. Employees scheduled to work six (6) or less hours in a day may agree to waive the lunch break.

Nonexempt employees who work eight (8) hours per day are entitled to two, paid, ten-minute rest periods daily. These rest periods are based on the total hours worked daily at the rate of ten (10) minutes rest time per four (4) hours worked. Employees who work ten (10) hours per day may be allowed to take two, fifteen (15)-minute rest periods. Breaks may not be used to shorten the workday at either end, and cannot be combined with the lunch break. Lunch breaks and rest periods are to be scheduled at the discretion of the supervisor. Employees and supervisors should discuss scheduling of these breaks to meet employee requests while minimizing any interruption of the workflow in their respective departments.



## SECTION F: BENEFITS

### F.1.0 Benefits Philosophy

Health, dental and vision coverage provided by the District are considered benefits of employment, not compensation. The District fully covers the cost of health, dental and vision insurance for eligible active and retired classified employees and their eligible dependents.

### F.2.0 Health and Welfare Insurance Coverage

In accordance with the benefits philosophy described in section F.1.0, the MiraCosta Community College District shall provide an insurance benefit package for all eligible classified employees and their eligible dependents.

As per the current salary agreement:

Effective ~~7/1/2018~~ July 1, 2021 the portion of the premium paid by the District shall be limited to a maximum contribution of ~~\$25,155~~ \$28,622; this amount includes the costs of (a) medical premiums, (b) dental premiums, (c) vision premiums, (d) non-discretionary benefits – [base life insurance, long term disability, and flex account administration fee], and (e) voluntary benefits. Thereafter, the maximum contribution shall automatically be increased to cover the cost of premium renewal rates by an amount not to exceed 10% in each successive year. If the annual premium renewal rates represent an aggregate increase of more than 10%, the District and the Classified Senate agree to immediately meet and confer.

Since District insurance carriers and benefits may change from time to time, and since employee benefits are reviewed and modified on a regular basis, details of the benefits plan are not included in this manual, but details are periodically (at least once per year) distributed to all classified employees through the HR office. Details may also be found on the District website. Benefits allocated to a classified employee shall be through agreement between the Classified Senate and the District.

An employee who is on an approved leave of absence may continue their benefits throughout the leave. However, they are ineligible to receive the District's contribution toward the cost of such coverage unless they are on Family Leave (FMLA) and/or remain in at least fifty percent (50%) paid status. Pay shall include all compensation received by the employee for sick leave, vacation and/or time worked.

### F.3.0 Tax-Sheltered Annuities

Employees interested in contributing to a tax-sheltered annuity (TSA) should contact the Payroll department. It is the employee's responsibility to complete a salary reduction agreement and maximum contribution worksheet to ensure that total contributions do not exceed the maximum allowed by law.

### F.4.0 Disability Benefits

Information on both short-term and long-term disability benefits can be obtained from the benefits coordinator in HR or on the [MiraCosta College website](#).



## **F.5.0 Retirement Systems and Benefits**

All full-time employees and part-time employees working twenty (20) hours or more per week shall become members of the Public Employees Retirement System (PERS) on the first day of employment.

Employees excluded from membership in PERS shall become members of an alternate retirement system on the first day of employment. This group includes:

- A. Employees employed for less than one month.
- B. Part-time or intermittent-assignment employees working less than twenty (20) hours per week.

Each employee shall concurrently become a member of the federal Social Security program (FICA).

### **F.5.1 Contributions to Retirement Systems**

Both the employee and the District shall make contributions to the PERS retirement system in accordance with state law. Both the employee and the District shall make contributions to the alternate retirement system in accordance with the Board-approved contract. Both the employee and the District shall make contributions to FICA in accordance with federal law.

The employee contributions are deducted from salary payments and are credited to the employee's personal account.

Through salary deductions, employees may make contributions to PERS in excess of the required contribution. Such contributions may only be made to reflect eligible-service credit on which no contributions were paid, or for which the contribution was refunded.

### **F.5.2 Withdrawal of Employee Contributions**

Upon termination of employment prior to retirement, the employee may withdraw the entire amount of their contributions to either PERS or the alternate retirement system and the accumulated interest. Employee contributions to Social Security are not refundable upon termination of employment.

### **F.5.3 Health and Welfare Benefits Upon Retirement**

The District will provide health and welfare coverage for retirees and any eligible dependents at the same level and on the same basis as that of current employees (with the exception of disability and accident insurance) from the age of retirement from the District until the retiree reaches age 65.

To be eligible to participate in this plan, an employee must have reached age fifty-five (55) by June 30 of the fiscal year in which their retirement is effective and have been employed in a regular health and welfare benefit-eligible position a minimum equivalent to ten (10) academic or fiscal years (dependent upon their assignment with the District). Once an employee has been declared eligible, they are assured of its continuation until age sixty-five (65), full length of the program, or death, whichever occurs first.

Active employees age sixty-five (65) or older who have completed a minimum of ten (10) years of service in a benefited position with the District as of June 30 in the year in which they retire will be eligible for the District-paid supplemental health plan to receive an amount each year equivalent to the average cost for a Medicare supplement for the retiree and their spouse/domestic partner until the retiree turns age 75 or dies, whichever comes first. Retirees covered under the active employee health benefit plan who reach age 65 will also be eligible for the District-paid supplemental health benefit until the retiree turns age 75 or dies, whichever comes first.

#### F.5.4 Limited Service Upon Retirement

In accordance with PERS restrictions and limitations, without reinstatement to PERS, retirees may work in a classified assignment no more than nine hundred sixty (960) hours in a fiscal year. A waiting period of six (6) months must occur before a retiree may work in a classified assignment. Retirees shall be placed at step 1 of the appropriate classification salary range, and are not eligible for step advances. Additional conditions may be stipulated based on current District needs and financial conditions.

## SECTION G: LEAVES

### G.1.0 Leave of Absence without Pay

Refer to [Administrative Procedure 7340: Leaves](#).

### G.2.0 Parental Leave

The paid parental leave provisions below shall be effective as of July 1, 2018.

#### **Paid Parental Leave**

**Eligibility:** Classified staff members whose initial date of hire is at least twelve (12) months prior to taking parental leave. Classified staff members are not required to have worked a minimum of 1,250 hours in the twelve (12) months prior to the leave in order to be eligible for paid parental leave.

**Purpose:** Eligible classified staff members shall receive their full salary for a maximum of four (4) workweeks for leave taken due to the birth of a child or the placement of a child with the classified staff member in connection with the adoption or foster care of the child. Thereafter, classified staff members who continue to be absent from duty under this section, shall receive fifty percent (50%) of their salary for the remaining portion of the twelve (12) workweek period of paid parental leave.

Classified staff members shall be authorized to use any accrued leave, including sick leave and vacation time, to supplement the paid leave for up to eight (8) workweeks. No classified staff member shall be paid in excess of one-hundred percent (100%) of their salary during the period of parental leave.

**Use:** Paid parental leave must be taken within twelve (12) months of the date of birth or placement of the child with the classified staff member. The twelve (12) workweeks do not have to be taken consecutively. Where both parents of the child for whom leave is taken are employed by the District, any amount of parental leave taken by one parent shall not diminish the twelve (12) workweeks of parental leave to which the other parent may be entitled.

**Maximum Duration:** Paid parental leave shall be exhausted after twelve (12) workweeks. A classified staff member shall not be entitled to more than twelve (12) workweeks of paid parental leave in any twelve (12) month period.

#### **Unpaid Parental Leave**

Upon written request, a classified staff member may request additional unpaid parental leave. Parental leave shall be granted for a maximum of twelve (12) months, whether paid or unpaid. Consideration will be given to granting an extension of the leave, if requested, until the beginning of the next school semester, should the expiration of the twelve (12) months of parental leave occur during the school year.

### G.3.0 Quarantine Leave

Refer to [Administrative Procedure 7340: Leaves](#).

### G.4.0 Bereavement Leave

Refer to [Administrative Procedure 7340: Leaves](#).

### G.5.0 Jury Duty Leave

Refer to [Administrative Procedure 7340: Leaves](#).

In order to be paid for jury duty leave, an employee must submit the time sheet provided by the court so the Payroll Department has verification of the hours served on jury duty. Employees shall return to work during their regular shift when they serve fifty percent (50%) or less of a day on jury duty. Nonexempt employees who do not return to work for the remainder of their regularly scheduled work hours must use other leave accruals (i.e. vacation) to cover the remainder of the time that is not covered as jury service.

### G.6.0 Holidays

Employees shall be entitled to ~~seventeen (17)~~eighteen (18) paid legal and local holidays each year, as listed below, provided the employee is in a paid status during any portion of the working day immediately preceding or succeeding the holiday. All legal and local holidays are published in the annual academic calendar.

Independence Day	New Year's Eve
Labor Day	New Year's Day
Veterans Day	Martin Luther King, Jr. Day
Thanksgiving Day	Lincoln Day
Day after Thanksgiving	Washington Day
Winter closure (four days)	Friday of spring break
Winter closure (one day)*	Memorial Day
	<u>Juneteenth</u>

\* This day will first be assigned between Christmas Day and New Year's Day to accommodate winter closure. If this day is not needed for winter closure, it will be the Thursday of spring break.

Regular employees who are not normally assigned to duty during the school holidays of December 25 and January 1 shall be paid for those two holidays and the contiguous local holidays provided they are in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

### G.7.0 Industrial Accident Leave

Any employee who is part of the classified service and (1) has served the District for not less than three years, (2) is absent from duty because of illness or injury from an industrial accident or illness, and (3) qualifies for Workers' Compensation shall be granted industrial accident or illness leave. Allowable leave shall not be for less than sixty (60) working days in any one fiscal year for the same accident. Allowable leave shall not be accumulative from year to year. (Reference Education Code §88192)

Industrial accident or illness leave of absence will commence on the first day of absence. Such industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.

Payment for wages lost on any day shall not when added to an award granted the employee under the Workers' Compensation laws of the State of California exceed the normal wage for the day.

The number of days of illness or injury leave under Workers' Compensation or industrial accident leave shall not be deducted from the number of days of illness or injury leave to which an employee is entitled under provisions of any other sick leave policy. Upon termination of an industrial accident or illness leave, provided the employee continues to receive temporary disability indemnity, the employee may elect to take as much of their accumulated sick leave as desired. However, if an employee is receiving Workers' Compensation, the employee shall be entitled to use only so much of accumulated or available sick leave, accumulated compensating time, vacation, or other available leave that when added to the Workers' Compensation award provides for a full day's wage or salary.

When an industrial accident or illness leave occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only the amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.

The District reserves the right to secure continued proof of industrial illness or injury of an employee.

Reasonable accommodations will be determined in accordance with federal and state mandates.

When all available leaves of absence, paid or unpaid, have been exhausted, and the employee is not medically able to assume the duties of the employee's position, the employee, if not placed in another position, shall be placed on a re-employment list for a period of thirty-nine (39) months. When available during the 39-month period, the employee shall be employed in a vacant position in the class of the person's 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 the person shall be listed in accordance with appropriate seniority regulations.

An employee who has been placed on a re-employment list, and who has been medically released for return to duty but fails to accept an appropriate assignment, shall be dismissed. (Reference Education Code §88192)

Any employee receiving benefits of this policy shall, during periods of illness or injury, remain within the State of California unless the Board authorizes travel outside the state.

See also [Administrative Procedure 7343: Industrial Accidents and Illness](#).

## **G.8.0 Catastrophic Leave Program**

Refer to [Board Policy 7345: Catastrophic Leave Program](#) and [Administrative Procedure 7345: Catastrophic Leave Program](#).

## **G.9.0 Leave for Active Military Duty**

Refer to Administrative Procedure 7346, Employees Called to Military Duty.

### **G.9.1 Leave for Annual Training Duty**

Refer to Administrative Procedure 7346, Employees Called to Military Duty.

## **G.10.0 Family Leave**

Refer to [Administrative Procedure 7347: Family Medical Leave](#).

## **G.11.0 Sick Leave**

Definition of Immediate Family:

Unless otherwise specified below, immediate family shall include an employee's current spouse, domestic partner, parent (biological, foster or adoptive, stepparent, or legal guardian), mother-in-law, father-in-law, grandparent, child (biological, adopted, foster child, stepchild, legal ward, child of a domestic partner, or a child in loco parentis), grandchild, brother, sister, and any relative living in the employee's immediate household.

Every regular classified employee employed five days a week shall be entitled to twelve (12) days/ninety-six (96) hours of leave of absence for illness or injury with full pay for each fiscal year of service. When employed five days a week, but less than a full fiscal year, the employee is entitled to one day of sick leave for each month worked. When employed less than five days per week and/or less than eight hours per day, sick leave will be prorated in proportion to the hours and/or days worked in relation to full-time employment. Sick leave will be accrued on extra time only when it exceeds one-half hour per day for twenty (20) consecutive working days.

The Board reserves the right to grant additional sick leave with or without pay. The granting of this additional sick leave is at the sole discretion of the Board. Contact HR for additional information and procedure.

A new employee of the District shall not be eligible to take more than six days, or the proportionate amount to which the employee may be entitled, until the first day of the calendar month after completion of six months of active service with the District.

If an employee's illness or injury does not take the full amount of sick leave allowed by this policy in any one year, the amount not taken shall be accumulated from year to year.

Sick leave may be used for appointments with medical doctors, dentists, optometrists, oculists, chiropodists, chiropractors, psychiatrists, psychologists, Christian Science practitioners, or other health practitioners. Such leave shall be reasonably scheduled to interfere as little as possible with the operations of the District and shall be of a reasonable duration.

If it is not possible for an employee to report for work, the employee shall notify their supervisor or the designated alternate as soon as possible, but not later than thirty (30) minutes after the normal reporting time. Each supervisor should establish and disseminate the guidelines for the method of notification their employees are to use. If the absence is for more than one day, notification must be made daily including an anticipated return to work date.

#### A. Sick Leave Extended Illness Benefits

A regular classified employee shall be credited with one hundred (100) working days of extended illness leave annually, including all accumulated and current sick leave days to which they are entitled. (See Ed. Code section 88196).

When an employee is absent on account of illness or injury, the amount paid during such absence that is beyond their accumulated and current sick leave shall be not less than fifty percent (50%) of their regular salary. Such extended benefits shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the employee may be entitled. The employee may use other leave entitlements to supplement their reduced salary upon request.

#### B. Sick Leave Verification

An employee who is absent because of illness or injury or personal necessity shall report the absence in WorkDay. ~~Compensation for sick leave shall be paid only when the employee's supervisor verifies the use of sick leave by indicating their verification by approving the absence.~~

If the employee is absent because of illness or injury for five (5) or more consecutive duty days, the employee must submit to the immediate supervisor verification from a licensed physician or other recognized practitioner certifying such absence was due to illness or injury. The District also may require such verification for less than five (5) duty days when it appears to the District that the employee may be attempting to abuse the sick leave policy.

#### C. Transfer of Sick Leave

A classified employee of a California public school district, community college district, County Superintendent of Schools, the Office of the Chancellor or Board of Governors of the California Community Colleges, or the Commission on Teacher Preparation who has been employed for at least one calendar year and whose employment is terminated for reasons other than action initiated by the employer for cause, and who subsequently accepts employment with the District within one year of such termination of their former employment, may have transferred the total amount of earned leave of absence for illness or injury to which they had accrued under Education Code § 88191. The classified employee must transfer any accrued and unused sick leave from a prior employer within three (3) years of employment with the District.

The employee must assume the responsibility for requesting the transfer of sick leave from a previous employer school district to the Payroll Department and to monitor such request until information has been received by the Payroll Department.

### G.11.1 Personal Necessity Leave

A regular classified employee at their election may, in cases of personal necessity and/or compelling personal importance, use up to seven days of earned, non-accumulative sick leave in any contract year, including any of the following:

- A. Death of a member of the immediate family when additional leave is required beyond that provided for by bereavement leave.
- B. Diagnosis, care or treatment of an illness of a member of the immediate family.
- C. Accident involving the employee's person or property or the person or property of their immediate family, including unavoidable transportation delay.
- D. Unavoidable family commitments.
- E. Emergency administration of estate problems relative to the immediate family.
- F. Observation of a day(s) of religious significance.
- G. Appearance in court as a litigant, witness, party, or under official order other than subpoena or jury duty.
- H. For employees who have been victims of domestic violence, sexual assault or stalking:
  - (a) To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
  - (b) To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;
  - (c) To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking;
  - (d) To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation; or
  - (e) To obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the employee or their child.
- I. Any other significant event, personal to the employee, for which other paid leave of absence is not permitted, which, under the circumstances, the employee cannot reasonably be expected to disregard, and which requires the immediate attention of the employee during their regularly scheduled work hours.

Administrative Approval:

- J. An employee shall be required to ~~sign, on a prescribed form, a statement~~verify that such absence was due to personal necessity or compelling personal importance, as defined below, and may be required to provide reasonable verification of such necessity.
  - (a) Personal necessity is defined as unavoidable in nature, beyond the employee's immediate control, and not solely for their personal convenience.



- (b) Compelling personal importance is defined as an alternative valid reason for requesting leave of such compelling nature that does not fall under the categories of personal necessity and sick leave.
- (c) Requests for personal necessity leave must be submitted to the supervisor in writing via WorkDay and, whenever possible, approved in advance. In the case of an unanticipated personal necessity leave if it is not possible for an employee to report to work, the employee shall notify their supervisor or the designated alternate as soon as possible, but not later than thirty (30) minutes after the normal reporting time. Each supervisor should establish and disseminate the guidelines for the method of notification their employees are to use. If the absence is for more than one day, notification must be made daily including an anticipated return to work date.

Refer to [Administrative Procedure 7345: Catastrophic Leave](#), regarding waiver of limitation of personal necessity.

### G.11.2 Healthy Workplaces, Healthy Families Leave

- A. Purpose: Pursuant to the Healthy Workplaces, Healthy Families Act of 2014, employees who accrue less than twenty-four (24) hours of sick leave per fiscal year will be credited with the difference between their accrued sick leave and the minimum number of hours required by law. Leave provided under this section is not eligible for service credit.
- B. ~~Employees are credited with all eligible sick leave at the beginning of each fiscal year. An employee whose leave balance totals less than twenty-four (24) hours in a fiscal year, will have their leave balance increased to a maximum of twenty-four (24) hours.~~ Employees whose sick leave accrual exceeds twenty-four (24) hours in a fiscal year do not accrue additional sick leave hours pursuant to this section.
- C. Healthy Workplaces, Healthy Families Leave may be used in the following circumstances:
  - (1) For absences related to the diagnosis, care or treatment of an existing health condition, or preventive care for an employee or employee's immediate family;
  - (2) For employees who have been a victim of domestic violence, sexual assault or stalking:
    - (a) To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
    - (b) To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;
    - (c) To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking;
    - (d) To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation; or

- (e) To obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the employee or their child.

## G.12.0 Vacation Use

Vacation time shall be taken at the convenience of the District and requests shall be approved in advance in WorkDay by the employee's supervisor ~~(see Appendix 2)~~. Permanent classified employees may interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service, provided the employee supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination.

### G.12.1 Vacation Accumulation

Each regular employee shall be granted vacation in compliance with Education Code § 88197. Earned vacation shall not become a vested right until completion of the initial six months of employment.

Each regular employee shall earn vacation according to the following schedule, based on their original date of hire in a permanent position:

As of July 1 of each fiscal year, each regular employee shall earn vacation time with full pay for each thirty (30) day period of employment as described in the following schedule:

Years of Service	Days Per Month
0 through 3	1.00
4 through 6	1.25
7 through 10	1.50
11 or more	2.00

Any accumulated compensatory time off shall be deducted prior to the use of vacation leave.

Vacation time may not be accumulated in excess of two-hundred and forty (240) hours or thirty (30) working days. An employee shall not accrue any additional vacation days until their existing vacation balance falls below the two-hundred and forty (240) hours or thirty (30) working days maximum. Employees may be directed to take vacation by their supervisor. Ten- and eleven-month employees must take their vacations during the contract year.

Days of absence without pay shall not be counted as service in computing vacation leave. Vacation will be prorated for months that include more than fifty-percent (50%) time without pay.

Regular, part-time employees accumulate vacation time in the ratio of their contract hours per week to a forty (40) hour week. For regular, part-time employees, the calculation of "30 working days" is made by multiplying the employee's fulltime equivalent (FTE) by 40, then dividing the number of hours over a regular five day work week, and multiplying by 30.

For example, the maximum vacation accrual for an 18-hour per week employee would be 108 hours, which is calculated as follows:

$$40 \text{ hours} \times .45 \text{ FTE} = 18 \text{ hours per week}$$

18 hours ÷ 5 days = 3.6 hours per day  
3.6 hours x 30 days = -108 hours

Vacation will be accrued on extra time only when it exceeds one-half hour per day for twenty (20) consecutive working days.

### **G.13.0 Absent-Time Deductions**

Deductions of salary shall be figured on a work day basis. Absence time of less than a day will be prorated, except for overtime exempt employees. Overtime-exempt employees, while generally scheduled for regular hours, often must work outside those hours. Overtime-exempt employees are not subject to deduction from vacation or sick leave balances for absences of less than a full, regular workday.

## SECTION H: POSITION CLASSIFICATION/RECLASSIFICATION

### H.1.0 Classification Plan

Classified positions are grouped into classifications. Each classification shall be composed of those positions that are sufficiently similar in skills, knowledge, abilities, duties, and responsibilities required so that:

- A. The same or similar requirements as to education, experience, knowledge, and ability should be required of incumbents.
- B. The same tests may be used to choose qualified employees.
- C. The same schedule of compensation can reasonably and fairly be made to comply under the same or substantially the same conditions of employment.

Requests for classification reviews may be initiated by the employee, their immediate supervisor, or the appropriate division head. The superintendent/president shall publish rules and regulations to govern the classification review procedures; the Board will make the final decision.

Refer to [BP 7230BP 7230BP 7230 - Classified Employees.](#)

### H.1.1 Definitions

- “Reclassification” means changing a position to a higher or lower classification as a result of a gradual change (typically 25% or more) in the skills, knowledge, abilities, duties, responsibility required, decision making, problem solving, accountabilities and/or working conditions of the job.
- “Classification Review Committee (CRC)” shall consist of the ~~Manager HR Operations~~[HR Supervisor](#) or designee, three (3) classified employees appointed by the Classified Senate president, and a classification and compensation consultant/specialist named by the District.
- “Appeals Committee” shall consist of the Vice President of Human Resources or designee, the Classified Senate president, and one classified member of CRC.
- “CRC Pool” shall mean a group of trained Classified Senate representatives available to attend the initial meeting between HR, the employee, and the supervisor.

### H.1.2 CRC and Appeals Committee Composition

All CRC and Appeals Committee members are voting members. All committee members must attend a mandatory orientation and training session with the District or the District’s consultant in order to serve on CRC or the Appeals Committee.

It is the responsibility of CRC (and the Appeals Committee, as appropriate) to review and make recommendations on classifications of new positions, reclassification of existing positions, job title

modifications, and changes to job classifications due to department or divisional reorganization. Classification reviews are personnel issues and as such are confidential. Reclassification review evaluates job content only and is not based on job performance, length of service, or other characteristics related to the employee in the position.

The CRC and the Appeals Committee make recommendations to the superintendent/president. The superintendent/president makes the final recommendation to the Board ~~of Trustees~~.

Employees serving on CRC or the Appeals Committee may not evaluate their own position for reclassification.

## H.2.0 Procedure for Classification of a New Position

- A. When a new classified position is approved, the originating supervisor shall submit a completed Position Description Questionnaire (PDQ) to the ~~Manager of HR Operations~~ HR Supervisor.
- B. HR will schedule an initial meeting with the supervisor to review the completed PDQ and Supervisor Supplement in order to understand the duties of the position.
- C. Following the meeting, HR will prepare a draft job description for review by all supervisors in the employee's chain of command, including the dean and the appropriate division vice president. The supervisor(s) will have five (5) business days to review the draft job description, and provide any comments to HR for consideration.
- D. HR will finalize the job description and prepare a compensation recommendation following an external market and internal equity analysis, as outlined in Appendix 23.
- E. HR will send the new position classification request, recommended job description and associated compensation recommendation to the CRC. CRC shall have ten (10) business days to review the new classification request, recommended job description and associated compensation recommendation.
  1. If the recommendation from HR is acceptable to the CRC, all documentation shall be sent back to HR for communication to all supervisors in the chain of command.
  2. If the recommendation is not acceptable to the CRC, CRC shall document their concerns and make a final recommendation. All documentation shall be sent back to HR for communication to all supervisors in the chain of command.
- F. The originating supervisor shall have ten (10) business days to appeal CRC's recommendation to HR.
  1. If the originating supervisor does not appeal or respond in ten (10) business days, the final recommendation of CRC stands. The CRC's final recommendation will be forwarded to the superintendent/president for a final determination.
  2. If the originating supervisor appeals, HR will forward all documentation to the Appeals Committee for review. Within ten (10) business days of receipt of the appeal, the Appeals Committee shall consider the appeal and submit a final recommendation to the superintendent/president.

3. The superintendent/president's decision is final and is not subject to the grievance procedure.
- G. Within five (5) business days of the final determination by the superintendent/president, HR shall provide the final determination, along with the job description and compensation recommendation, to all supervisors in the chain of command. HR shall prepare an agenda item and submit it, along with pertinent position information, to the superintendent/president for inclusion on the agenda for the next regularly scheduled Board meeting.

### **H.3.0 Procedure for Reclassification of Existing Position**

- A. A reclassification request may be initiated by the employee, immediate supervisor, or appropriate division head. The request for reclassification may include a request for a job title modification as appropriate. All requests for reclassification must be submitted to HR between December 1 and January 15. Requests for reclassification received after January 15 will not be accepted.
- B. Reclassification requests must be reviewed by all supervisors in the employee's chain of command, including the dean and the appropriate division vice president. If a supervisor does not support a reclassification request, the reasons shall be documented on the request, and forwarded to HR for consideration. HR shall reject any incomplete reclassification requests.
- C. HR will review the reclassification request to determine if it meets the criteria for reclassification. A reclassification is warranted when there is a gradual change (typically 25% or more) in the skills, knowledge, abilities, duties, responsibility required, decision making, problem solving, accountabilities and/or working conditions of the job.

Increased volume at the same level of responsibility is not cause for a reclassification. Normal increases in skills, experience, proficiency and adaptation to new technologies consistent with the duties of the classification in a position are also not bases for reclassification. Within a multi-class position, some tasks may differ from employee to employee and these minor differences are not grounds for reclassification (unless the employee requests a unique job classification).

1. If the request does not meet the criteria for reclassification, the employee requesting reclassification will be notified of the reason the request does not meet the requirements for reclassification on or before February 15. A copy of the determination will also be sent to all supervisors in the employee's chain of command and the Classification Review Committee Chair.
2. If the request meets the criteria for reclassification the employee requesting reclassification will be notified on or before February 15. HR will schedule an initial meeting with the employee and their immediate supervisor. HR will forward a Position Description Questionnaire (PDQ) and Supervisor Supplement to the employee and supervisor to be completed at least five (5) business days prior to the meeting. Should the employee fail to submit the PDQ, no further action will be taken by HR and the request will be deemed withdrawn.
- D. HR will meet with the employee and supervisor (may be joint or separate, as appropriate) to review the PDQ and Supervisor Supplement in order to understand the current duties of the position. A trained representative from the CRC pool may attend this meeting at the request of the employee.

- E. Following the meeting, HR will prepare a draft job description for review by the employee and supervisor. The employee and supervisor will have five (5) business days to review the draft job description, and provide any comments to HR for consideration.
- F. HR will finalize the job description and prepare a compensation recommendation following an external market and internal equity analysis, as outlined in Appendix 2.
- G. HR will send the reclassification request, recommended job description and associated compensation recommendation to the CRC by April 15. CRC shall have ten (10) business days to review the reclassification request, recommended job description and associated compensation recommendation.
  - 1. If the recommendation from HR is acceptable to the CRC, all documentation shall be sent back to HR for communication to the employee and all supervisors in the chain of command within five (5) business days.
  - 2. If the recommendation is not acceptable to the CRC, CRC shall document their concerns and make a final recommendation. All documentation shall be sent back to HR for communication to the employee and all supervisors in the chain of command within five (5) business days.
- H. The employee shall have ten (10) business days to appeal CRC's recommendation to HR.
  - 1. If the employee does not appeal or respond in ten (10) business days, the final recommendation of CRC stands. The CRC's final recommendation will be forwarded to the superintendent/president for a final determination. The superintendent/president shall have ten (10) business days to make a determination whether to approve or deny the reclassification request.
  - 2. If the employee appeals, HR will forward all documentation to the Appeals Committee for review. Within ten (10) business days of receipt of the appeal, the Appeals Committee shall consider the appeal and submit a final recommendation to the superintendent/president. The superintendent/president shall have ten (10) business days to make a determination whether to approve or deny the reclassification request.
  - 3. The superintendent/president's decision is final and is not subject to the grievance procedure.
- I. Within five (5) business days of the final determination by the superintendent/president, HR shall provide the final determination, along with the job description and compensation recommendation, to the employee and all supervisors in the employee's chain of command. HR shall prepare an agenda item and submit it, along with pertinent position information, to the superintendent/president for inclusion on the agenda for the next regularly scheduled Board meeting.
- J. Except for appeals, reclassification requests approved by the superintendent/president will be submitted to the Board ~~of Trustees~~ no later than the June meeting, with an effective date of July 1 of the following fiscal year. Appeals will be completed no later than July 31 of each year. Any salary changes for appeals shall be effective the first of the month following Board approval.



- K. Requests for review of a position(s) will be allowed no sooner than twelve (12) months from the last reclassification of the position. Probationary employees are not eligible for reclassification. A probationary employee must complete the one-year probationary period prior to submitting a request for reclassification under this section.
- L. Any exceptions to the deadlines stated in this process may be agreed upon by mutual consent of the Classified Senate pPresident and the Vice President of Human Resources.

#### H.4.0 Procedure for Reclassification Due to Reorganization

If an employee's duties and responsibilities change substantially following the reorganization of a division or department, a reclassification request may be initiated by the employee, immediate supervisor, or appropriate division head. The procedure for reclassification of an existing position above in H.4.43.0 shall be followed with exception to the requirement that the request be filed between December 1 and January 15.

If an increase in salary range is approved, the increase shall be made retroactive to the first day the employee began performing the new job duties.

Requests for review of a position(s) will be allowed no sooner than twelve (12) months from the last reclassification of the position.

#### ~~H.5.0 Procedure for Employees Working out of Class~~Temporary Reclassification

When an employee is temporarily assigned duties of a higher classification not reflected in their current job description for more than five (5) business days the employee will receive the full salary of the higher classification. Determination of the step placement for the new range is based on the promotional increase rule detailed in section E.1.2. Temporary reclassifications shall not exceed two (2) years.

The classified employee must submit the temporary reclassification form to the HR Supervisor over Operations within one week of commencement of the newly assigned duties.

Upon Board approval, the Payroll Department will process the salary adjustment, retroactive to the first day of the employee's new assignment.

#### ~~H.6.0 Procedure for Employees Working out of Class~~

~~When an employee is temporarily assigned duties of a higher classification not reflected in their current job description for more than five (5) business days the employee will receive the full salary of the higher classification. Determination of the step placement for the new range is based on the promotional increase rule detailed in section E.1.2.~~

When an employee is temporarily reclassified to a position that is vacant due to the recruitment for a permanent appointment, the employee shall not exceed nine-hundred and sixty (960) hours in the position during the fiscal year. "Recruitment for a permanent appointment" is defined as the period of time that the District is actively recruiting for the position.



The nine-hundred and sixty (960) hour limitation shall not apply to positions that are temporarily available due to another employee's leave of absence. ~~Temporary reclassifications due to another employee's leave of absence shall not exceed two (2) years.~~

~~The employee must submit the temporary reclassification form to the Manager, HR Operations within one week of commencement of the newly assigned duties.~~

~~Upon Board approval, the Payroll Department will process the salary adjustment, retroactive to the first day of the employee's new assignment.~~

## SECTION I: PROFESSIONAL DEVELOPMENT

It is the intent of the Board to provide for the professional development of all employees.

Refer to [Board Policy 7160](#) and [Administrative Procedure 7160: Professional Development](#).

### I.1.0 Attendance at Conferences, Trainings, Seminars, Workshops, Meetings, and Visits to Other Schools

See [Board Policy 7400](#) and [Administrative Procedure 7400: Employee Travel](#).

### I.2.0 Classified Professional Development Funds

The Classified Senate negotiates professional development funds through the meet-and-confer process and usually via salary agreements on behalf of regular employees. Staff development funds are purposed for the enrichment of classified employees through job enrichment and professional growth. The funds are managed by the Classified Senate according to established guidelines and procedures. Details can be found at the [Classified Professional Development page](#) on the MiraCosta College SharePoint Portal.

### I.3.0 Career Incentive Program

The Career Incentive Program is an award program through which classified employees can be compensated for voluntarily enhancing their value to the District.

Under the Career Incentive Program, ~~effective July 1, 2004~~, full-time, permanent, classified employees are granted a monthly salary increase of \$100 upon verification of satisfactory completion of nine (9) units of approved coursework/activities. Programs may be started every (3) years, but must be completed within five (5) years. Employees who work less than full time receive a proportional increase based on the ratio of their employment to forty (40) hours. (For example, if an employee works twenty (20) hours per week, they receive an increase of \$50 per month [fifty percent (50%) of \$100]). The increase is an addition to the base salary; it does not change the original base salary. This is part of the annual earnings when referring to benefit-eligible salary.

A. Each employee is limited to three (3) career-incentive award increases, regardless of when they began participation in the Career Incentive Program.

B. Eligibility

All permanent classified employees (employees who have passed the District's probation period and attained permanent employment status with the District) shall be eligible to participate in the Career Incentive Program. Permanency must be attained before the first day of semester/term of the beginning of a career-incentive plan.

C. Eligible Courses

Courses suitable for a career-incentive plan must be related to the employee's current position or appropriate for the employee's declared career goal as defined below. Intended course work must

be approved as meeting one of these two categories at the time of application. A career-incentive plan may include both types of courses:

1. Job-related courses are those undertaken to acquire new or more advanced skills or knowledge beyond the skills or knowledge reasonably expected for entrance into the employee's current position and that shall be clearly useful in the current position.
2. Career-development courses are those courses undertaken to meet education requirements for another position existing or planned within the District and that the employee can realistically expect to achieve.

Examples of eligible courses include but are not limited to community-services classes and college courses (credit/noncredit college courses). Coursework required for or needed as preparation for the specific major and/or general education is to be completed prior to career-incentive credit being granted for electives.

In recognition of the District's commitment to wellness, physical-activity classes will be allowed at the rate of one physical activity course per career-incentive plan (i.e., dance, kinesiology classes). Similarly, due to the District's commitment to maintaining currency with technology, course repeats of computer science (CS) and computer studies in technology (CSIT) classes (as allowed per the college catalog) may occur, but not within the same career-incentive plan.

Career-incentive credit will be granted for workshops and seminars at a rate of one-quarter unit per four (4) hours, one-third unit per six (6) hours, and one-half unit per full eight (8) hours of workshop attendance, with a maximum of four (4) units for each career-incentive plan. Satisfactory completion shall mean completion of courses with a grade of C, P, or better.

#### D. Ineligible Courses

Training in operating systems and software applications that are part of the minimum qualifications for an employee's current position is not eligible for a career-incentive plan. This would include software ~~upgrades, such as from Windows 2007 to Windows 2010~~ versioning (i.e. Microsoft Outlook to Outlook 365). Please see information regarding [Administrative Procedure 7160: Professional Development](#), for the enrollment-fee-reimbursement program instead.

Conferences, workshops, seminars, and other types of in-service training (such as PeopleSoft) for which the employee is paid, or that is provided for by the District on or off campus, and work-experience education are not eligible for a career-incentive plan.

#### E. Application Process

Employees who wish to participate in the Career Incentive Program must complete and submit an application form (see Appendix 4) with their supervisor's signature to HR according to the timeline below at least 30 days prior to the start of the course:

1. July 1 for fall semester course work/activities occurring August 1 to December 31.

2. December 1 for spring semester course work/activities occurring January 1 to May 31.

4.3. May 1 for summer semester course work/activities occurring June 1 to July 31.

Exceptions to the timeline, such as for courses at other institutions scheduled on a quarter, trimester, or other alternate program schedule, may be granted at the discretion of the Career Incentive Committee. All applications requesting an exception to the timeline must be submitted at least thirty (30) days prior to the start of the course.

To apply for workshop/seminar or conference credit, the completed application must be submitted to the committee with a brochure or flyer from the workshop/seminar. Applications must be submitted for approval three (3) weeks prior to the date it begins. Exceptions are subject to the discretion of the Career Incentive Committee on a case-by-case basis.

All applications shall include the school(s), course numbers, titles, and number of units of the courses to be taken, as well as a brief, written justification of why each course is job-related or career development and how the completed coursework will benefit the District. With every application, participants must also submit official transcripts of all coursework taken previously to avoid any duplication.

Additionally, if the course(s) is/are career development, an educational plan of required coursework developed in consultation with a college counselor must be submitted with the application. This educational plan shall explain how the employee intends to achieve the stated career goal/position objective. The employee may be required by the Career Incentive Committee to submit further verification of the appropriateness of planned course work.

#### F. Program Guidelines

Nine (9) semester units or fourteen (14) quarter units of college coursework, or thirty (30) units of high school coursework must be completed within a five-year period. Once a five-year career-incentive plan has begun, the plan's five-year timeframe continues whether or not the approved course(s) taken are completed or dropped by the participant. Any changes to an existing approved plan (e.g. adding or dropping courses, changing goals) must be resubmitted to the Career Incentive Committee for approval. If the plan is completed early within the five-year period, the participant must notify the ~~Manager HR Operations~~ HR Supervisor -so that career-incentive compensation can commence.

The five-year period shall begin on the date specified by the employee in the application. No courses will be approved retroactively, except for workshops/seminars announced by the seminar institution/company after the application deadline.

Participation in the Career Incentive Program must be on the employee's own time and at their own expense. No salary credit will be given for coursework taken on District-paid time or at the direction of the District.

An employee desiring to enroll in classes/workshops/seminars during working hours must follow these procedures:

1. Discuss with supervisor the course(s) desired and arrange for absence from duty for the time required to attend class(es).
2. Make arrangements to have the duty station covered during the period of absence, if necessary, and have arrangements approved by the supervisor.
3. Arrange to make up time lost within the same workweek.

4. ~~Direct a memorandum to HR setting forth the approved changes in the work schedule and the beginning and ending dates thereof. The supervisor's approval shall accompany the employee's memorandum; both shall be placed in the employee's personnel file.~~ An updated WAF must be submitted to payroll to reflect the change in schedule.

If an employee changes positions at MiraCosta, the employee will not need to wait for completion of the one-year probation for the new position in order to participate within the Career Incentive Program. Career-incentive compensation shall remain a permanent part of any non-management employee's salary regardless of a change in classification resulting from change in position, Y-rating, voluntary demotion, transfer, or classification review.

Career-incentive compensation will discontinue for employees promoted to classified administrator positions, as well as their eligibility to participate in a new career-incentive plan.

#### G. Plan Completion

Upon completion of a career-incentive plan, the employee shall immediately give written notification to the ~~Manager HR Operations~~ HR Supervisor and submit a transcript verifying satisfactory completion of each course taken as part of the Career Incentive Program as soon as it is available. After a workshop/seminar is completed, evidence of attendance (i.e. registration receipt, etc.) must be submitted within sixty (60) days.

The participating employee shall receive an increase of \$100 per month or a proportional increase based on the ratio of their employment to forty hours. The increase shall become effective the first pay period following the end of the five-year period or, if the employee completes the plan in less than five years, the increase will become effective on the January 1, June 1, or September 1 following completion.

~~Employees who began an approved nine-unit, career-incentive plan prior to July 1, 1987, received a salary increase equal to five percent (5%) of their monthly salary at the time they completed the nine units of approved coursework. Future compensation associated with this career-incentive plan will remain at the initial dollar amount unless the employee's working hours change. In this event, the dollar amount will be proportionately decreased or increased. See example in the above paragraph.~~

~~Employees who have completed approved nine-unit, career-incentive plans prior to June 30, 1987, will continue to be paid the dollar amount of the career-incentive salary increase(s) applicable to their FY88 salary, or \$100, whichever is greater.~~

~~Effective July 1, 2004, the amount of the stipend was increased from \$75 to \$100 per month. All other provisions shall remain unchanged unless indicated above.~~

### I.4.0 Enrollment in Classes/Fee Reimbursement

Classified employees who desire to enroll in classes for improvement of skills needed on the job or to qualify for positions requiring other skills may be eligible for tuition-fee reimbursement (see Appendix 3 for application). Guidelines and criteria for District reimbursement to employees for enrollment fees paid for courses completed to further their professional development are detailed in [Administrative Procedure 7160: Professional Development](#).

### **I.5.0 Memberships in Professional Organizations**

Classified employees are encouraged to join professional organizations that help them remain current and/or strengthen their skills in their area of responsibility. Details of eligibility and amount for membership dues reimbursement are listed in [Administrative Procedure 7160: Professional Development](#).

## SECTION J: EMPLOYEE RECOGNITION

### J.1.0 Service Pins

The superintendent/president will arrange for employees to be recognized for years of service in five-year intervals.

Years of service are calculated using original date of hire into a regular position and time worked in a temporary assignment is not included. A year is completed when 365 calendar days have passed since the date of hire, regardless of the number of months worked or percentage of assignment. The service pin is awarded in the fiscal year when a five-year increment will be completed by the end of that fiscal year (June 30).

### J.2.0 Gold Circle Club

Gold Circle Club membership may be granted to retired or retiring classified employees of the college who are at least fifty (50) years of age, have been employees of the college for at least ten (10) years, and separated employment from the District in good standing. "Good standing" shall mean providing a minimum of two-weeks, or ten business days, advance notice to the District to facilitate a transfer of duties and information to the supervisor.

Gold Circle Club membership must be approved by the Classified Senate and the Board ~~of Trustees~~.

Gold Circle members will receive appropriate recognition as determined by the Classified Senate policies and procedures.

Gold Circle members will be acknowledged at an appropriate college event.

### J.3.0 Spotlight Awards

The Spotlight Awards for Outstanding Service, Individual and Team Projects, are in addition to the Outstanding Classified Employee Award. The awards recognize outstanding effort that may affect only a single department or small number of employees or that may have campus-wide impact. Nominations for both types of awards are made by self or peers whenever employees feel an employee or project is eligible.

Nominations are considered by the Employee Recognition Committee, ~~consisting of the Classified Senate president, immediate past president, and two Classified Senate members~~. Award winners will be acknowledged at an appropriate college event and featured in the *MiraCostan*.

For more information, refer to policies and procedures on the [Classified Senate page](#) on the MiraCosta College SharePoint Portal.

### J.4.0 Outstanding Employee Award

Staff recognition at MiraCosta College is representative of the institution's commitment to developing an environment that fosters creativity, innovation, excellence, and encouraging outstanding staff performance. All permanent classified staff, regardless of the number of hours worked or percentage of

assignment, are eligible for the outstanding employee award. One outstanding employee will be selected and recognized each semester.

Each classified staff member selected as outstanding employee will receive:

- A. A \$500 cash bonus from the District.
- B. A commendation plaque from the Board. The names of each semester's recipient also will be placed on a permanent wall plaque in the Boardroom.
- C. A reserved parking space of the employee's choice for the ensuing semester.

Selection procedures and criteria for the outstanding employee award will be developed by the Classified Senate in cooperation with the superintendent/president.

### **J.5.0 Classified Appreciation Week**

Every spring the District honors the many contributions classified employees make to the educational community, typically during the statewide California Classified School Employees Week, which is the third full week of May each year. Refer to California Education Code Section 45460.



## SECTION K: PERFORMANCE ASSESSMENT

The purpose of the classified employee assessment process is to encourage high levels of performance in the service of students, the community, the institution, and to identify areas that could be enhanced in order to increase the overall effectiveness and efficiency of the operation of the District. The process is designed to give constructive feedback to employees about job performance, defining both areas of strength and areas that could be enhanced. The assessment is based on department plans and the individual's job description. It includes supervisor comments, the employee's self-evaluation, and may include feedback from a selected pool of regular employees. Participants in a survey to solicit this feedback should be mutually agreed to between the employee and the supervisor.

### K.1.0 Assessment Procedures

The District believes that assessment should be an ongoing process between employees and supervisors. However, every permanent employee will be assessed annually during their first three years and once every two years thereafter as long as performance remains satisfactory. The performance assessment timeline will be reset when an employee moves or is promoted into another job classification.

Probationary employees will be assessed at least twice during their probationary year. This applies to both newly hired probationary employees, and permanent employees who have moved or promoted into another classification. Performance assessments will be completed at five (5) and eleven (11) months of employment. An additional assessment may be completed between the fifth and eleventh month at the discretion of the immediate supervisor to provide additional feedback to the probationary employee.

Assessments are due on the anniversary of the employee's hire date or date in position if job assignments have changed.

~~The Performance Assessment process Forms will be available from HR and on the MiraCosta College SharePoint Portal (see also Appendix 4) is facilitated by WorkDay. The form will include a place for the employee, supervisor, dean or director, and vice president to sign off on the final evaluation form.~~

As part of the assessment process, supervisors and employees should discuss two types of training:

- A. Training determined by the supervisor as being required for the employee's position. This training will be District-funded and should be scheduled during an employee's working hours when possible. If training is not available during working hours, compensatory time off shall be granted. Examples in this category are PeopleSoft, specific software, and customer service training.
- B. Personal training that meets an employee's interests and may be beneficial to the District, but that is not mandatory for one's current position. This training may be District funded.

Note: Training that meets guidelines for the Career Incentive Program may be used by eligible employees for their career incentive plan. Any classes taken for Career Incentive must be done on the employee's own time and at their own expense.

If a performance assessment indicates performance as "does not meet expectations", the assessment must be forwarded to the ~~Manager HR Operations~~ Director of Labor Relations prior to being discussed with the employee. The supervisor and the ~~Manager HR Operations~~ Director of Labor Relations will draft

a written performance improvement plan. This plan constitutes a “written reprimand” under the disciplinary process outlined in section L.3.0, Disciplinary Actions, and [Administrative Procedure 7365-3: Discipline and Dismissal Classified Employees](#). The supervisor and the employee will then discuss the improvement plan and the goals or programs to be undertaken for the next assessment period. These must be job related and written in specific terms. Step increases for employees on steps 1-4 of the salary schedule may be delayed if performance does not meet District standards.

### K.1.1 Employee Right to Respond

The employee will have ten (10) working days to respond to the assessment by attaching written comments to ~~a copy of the form~~ their performance assessment and submitting it to HR for inclusion in their personnel file. At the employee’s discretion, a copy of the response may be provided by the employee to the supervisor.

## SECTION L: DISCIPLINARY ACTION

Refer to [Board Policy 7365-3](#) and [Administrative Procedure 7365-3: Discipline and Dismissal Classified Employees](#).

### L.1.0 Causes for Suspension, Demotion or Dismissal

Refer to [Board Policy 7365-3](#) and [Administrative Procedure 7365-3: Discipline and Dismissal Classified Employees](#).

### L.2.0 Background Checks

Refer to [Administrative Procedure 7365-3: Discipline and Dismissal Classified Employees](#).

### L.3.0 Disciplinary Actions

Refer to [Board Policy 7365-3](#) and [Administrative Procedure 7365-3: Discipline and Dismissal Classified Employees](#).

### L.4.0 Procedure for Disciplinary Action and Appeal

Refer to [Administrative Procedure 7365-3: Discipline and Dismissal-Classified Employees](#).

## SECTION M: TERMINATION OF EMPLOYMENT

### M.1.0 Resignations

Refer to [Board Policy 7350: Resignations](#)

### M.2.0 Reduction in the Number of Permanent Employees

Whenever it becomes necessary to reduce the number of classified employees because of lack of work or funds, or because it is in the best interests of the District, the superintendent/president shall recommend the specific positions to be discontinued to the Board for its decision.

The HR Department shall maintain a procedure to update the classified seniority lists as needed, based on length of service of individual employees. Length of service will be determined by the employee's start date in a regular position. Service in temporary assignments shall not count toward length of service.

When a position or positions in a classification are discontinued by the Board, incumbents shall be listed in order of length of service in the classification and prior service in higher classifications to establish a seniority list.

Layoffs shall be made in reverse order of seniority, with the person with the least seniority being laid off first, until the number of persons laid off equals the number of positions discontinued.

No person with regular, permanent, or probationary status shall be laid off until all short-term workers and limited-term employees in the classification have been laid off.

Names of regular employees with permanent or probationary status who are laid off shall be placed on a re-employment list of the classification in reverse order of seniority so that the person with the greatest seniority among those laid off shall be the first rehired for any opening in the classification.

Persons laid off have the right to participate in promotional examinations within the District during a period of thirty-nine (39) months.

In the event limited-term casual work occurs, the persons on the re-employment list for the classification in which the work occurs shall take precedence for assignment of work.

#### M.2.1 Demotion in Lieu of Layoff

In lieu of being laid off, a probationary or permanent employee may apply in writing within five (5) working days after notification of layoff for a demotion to a lower classification in which they had previously served. The employee must have served in this classification under permanent or satisfactory probationary status. Further, the employee must hold seniority credit in the classification, plus higher classes greater than that of the incumbent with the least seniority in the lower classification.

A person replaced by another employee who has voluntarily been demoted to a lower classification has the same option of demotion afforded as if their position had been discontinued.

A probationary or permanent employee required to be laid off may be considered for reassignment to a lower classification in which they have not served, provided there is a vacant position in the lower classification and the employee can meet the qualifications for the position as determined by the superintendent/president or designee.

### M.2.2 Re-employment After Layoff

A re-employment list for each classification subject to layoff shall be established and maintained for at least thirty-nine (39) calendar months. The names of probationary or permanent employees who are laid off shall be placed on the re-employment list in accordance with the length of service in the classification plus higher classifications. Re-employment shall be made in accordance therewith as vacancies occur in the classification for which the list has been established. Employees laid off are eligible for re-employment in preference to new applicants.

Employees who take voluntarily demotions or voluntary reductions in assigned time in lieu of layoff shall retain eligibility to be considered for re-employment at the previous classification level for thirty-nine (39) calendar months. These employees shall retain eligibility for an additional twenty-four (24) calendar months provided the same tests of fitness under which they qualified for assignment to the classification still apply.

## SECTION N: GRIEVANCE PROCEDURE

The grievance procedure provides an orderly, nonbinding, method of resolving disputes for regular and probationary employees who are not governed by a collective bargaining agreement. This procedure is intended to protect the rights of all parties in the dispute. An employee who believes that they have been adversely impacted because their supervisor, manager or District administrator has misinterpreted, misapplied, or violated a specific rule, regulation, policy, or procedure may utilize this grievance procedure.

Retaliation against a person filing a grievance or participating in the grievance process is prohibited. Classified employees shall always have the right to representation at any level within this procedure.

### **Purpose**

The purpose of this procedure is to secure, at the lowest possible level, an equitable resolution of a grievance. Both parties agree that these proceedings will be kept as confidential as possible at any level of the procedure. In the course of the grievance procedure, all parties will make a concerted "good faith effort" to resolve the differences at the earliest possible level in the procedure. The handling or processing of any grievance shall be conducted so as to result in minimal interference with, or interruption of, related work activities of the grievant or other involved individuals.

### **Definitions**

**Grievance:** A grievance is an allegation by any member of the Classified Senate that they have been adversely affected by any of the following:

1. A violation, misinterpretation, omission, or misapplication of a specific term in the Classified Senate Employee Manual;
2. A violation, misinterpretation, omission, or misapplication of a written regulation, policy, or procedure of the MiraCosta Community College District.

**Exceptions:** A grievance shall not include, and the grievance procedure shall not be used for, any of the following:

1. An alleged violation of the laws of the State of California or federal government;
2. Matters of interpersonal conflicts or communication issues;
3. Any allegation of an adverse working condition which is subject to separate complaint procedures under the Classified Senate Employee Manual or the District's Board Policies and Administrative Procedures (e.g., complaints of harassment, discrimination, or employee discipline).

Nothing in these procedures is intended to diminish, eliminate, or adversely affect any right, process, or procedure afforded to any member of the Classified Senate by any local, state, or federal statute, rule, or regulation.

If there is an alleged violation as stated in the exemptions above, the employee is directed to contact the ~~Manager HR Operations~~ HR Supervisor or Director of Labor Relations/Title IX Coordinator.

**Grievant:** A member of the Classified Senate who has a grievance.

**Day:** A day shall be a business day as defined within the Classified Senate Employee Manual.

**Respondent:** The immediate supervisor, manager or District administrator who may have omitted, misinterpreted, misapplied, or violated a specific term in the Classified Senate Employee Manual, a written regulation, policy, or procedure of the District.

**Human Resources:** Human Resources shall be defined as either the ~~Manager HR Operations~~HR Supervisor or Director of Labor Relations & Title IX Coordinator.

**Division Head:** The division head shall be defined as the vice president, or superintendent/president as applicable. During an absence of the vice president, a designee at the same administrative level can act on their behalf.

### **Waivers and Time Limits**

The grievant or respondent may postpone the time line during approved leave periods by giving written notice to the other party. In such cases, the time line will commence on the first scheduled workday after the leave period. Time limits at each level shall begin the day following receipt of the grievance, grievance appeal, or written decision. The grievant can request and will receive an automatic five (5) day extension at any level in the process.

Since it is important that grievances be processed in a timely manner, the time limits specified at each level are considered to be maximum and efforts should be made to expedite the process. However, the time limits may be extended further by mutual agreement.

If a grievance is not processed by the grievant in accordance with the time limits set forth in this procedure and a request for an extension is not made, the grievance shall not be subject to further resolution and shall be considered settled on the basis of the decision last made by the District.

If the District fails to respond to the grievance within the time limit specified at each level, the failure to respond shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next level.

### **Consultation with Classified Senate President**

The grievant is strongly encouraged to consult with the Classified Senate president and/or authorized Classified Senate representatives prior to initiating a grievance. This consultation is recommended to ensure the grievant has adequate information to submit a grievance and/or provide guidance in effectively resolving the grievance.

This grievance procedure should generally be used only after an effort has been made to resolve an issue through informal resolution.

### **Level I - Informal Resolution**

Within twenty (20) days after the grievant knew, or should have reasonably known, of the act or omission giving rise to the grievance, the grievant shall communicate with the respondent about the grievance to give the respondent an opportunity to resolve the issue prior to initiating a formal grievance.

**Level II – Formal Grievance Filing****Step 1**

The grievant completes the Grievance Form and submits it to HR, via e-mail or hand delivery no later than ten (10) days following the conclusion of an unsuccessful informal resolution. The grievance should contain a clear, concise statement of the facts, specify the specific term in the Classified Senate Employee Manual, written regulation, policy, or procedure of the District that was omitted, misinterpreted, misapplied or violated, the impact to the employee, the details of the attempt at an informal resolution, an explanation of why the informal resolution did not resolve the grievance, and suggest a specific solution(s) to move forward.

HR acknowledges receipt of the grievance and initiates the process within three (3) days of receiving the grievance form. HR has up to ten (10) days to act as a facilitator and consults separately with both the grievant and the respondent.

After consultation with HR, the respondent has five (5) days to document their decision on the Grievance form and return it to HR. HR then has three (3) days to review the facts provided by both parties to ensure the process has been followed, confirm whether a resolution has been achieved or not, maintain a copy of completed grievance form on file, and provide copies to both parties.

Possible outcomes:

1. If the grievance is resolved, then the grievance process is concluded. A written resolution is prepared and signed by the grievant, the respondent and HR.
2. If the grievant disagrees with the District's response, the grievant may proceed to Step 2.
3. If HR does not facilitate Step 1 between the grievant and the respondent within the ten (10) day timeframe, the grievant may proceed to Step 2.

**Step 2**

If the grievant chooses to proceed to Step 2, the grievant must complete and submit the Level 2 Grievance form and the original Grievance form to the division head through email or hand delivery within five (5) days after receiving the District's response at Step 1.

Within ten (10) days after receiving the Level 2 Grievance form, the division head shall document their decision on the form and submit copies to HR, the grievant and the respondent.

Possible outcomes:

1. If the division head's decision resolves the grievance, a written resolution is prepared and signed by the grievant, the respondent, HR, and the division head. The grievance process is concluded.
2. If the grievant disagrees with the division head's response, the grievant may appeal to Step 3.
3. If the division head does not respond within ten (10) days, the grievant may appeal to Step 3 after expiration of the time limit for response.

**Step 3 - Appeal**

If the grievant chooses to appeal the decision from Step 2, the grievant must complete and submit the following documents to the superintendent/president within five (5) days after receiving the decision at Step 2:

1. Appeal form,



2. Original grievance and Level 2 Grievance forms, including all supporting documentation from previous levels.

The superintendent/president's decision should be made within ten (10) days after receipt of the Appeal. Since a decision at this level may not be delegated, an extension may be necessary due to the superintendent/president's absence from the District during this timeframe, however, the extension shall not exceed more than ten (10) days after the original deadline of ten (10) days.

Disposition: The superintendent/president determines the final outcome of the grievance and instructs the implementation of any required actions or resolution. A written decision is prepared and signed by all parties, and the grievance process is concluded. The superintendent/president sends a copy of all grievance documents to HR for recordkeeping and distribution to the involved parties.

## SECTION O: INVESTIGATIVE PROCESS

When an employee is subject to an interview concerning matters that may result in the employee being disciplined or subject to an adverse action (a written reprimand, notice of unprofessional conduct, suspension or termination) the following procedures shall apply:

- A. At least 24 hours prior to the interview, the employee shall receive written notice of the date, time and location of the interview, the persons conducting the interview, the subject matter of the interview in writing, and whether the employee is being compelled to appear and cooperate. This notice may be by email and must include a copy of this policy/procedure.
- B. If permitted by the outside authority and not contrary to law, the District shall inform the employee when any investigation begun by the District is joined or taken over by an outside authority.
- C. It is anticipated and expected that all employees and the District Administration or representative thereof will be truthful, cooperative and forthright. If the employee may be subject to discipline for failing or refusing to cooperate, the employee shall be so informed in writing when noticed for the interview (see Section O.A) that their attendance and cooperation is being compelled. Should such notice be given at the onset of or during the scheduled interview, it must be in writing and the employee may request a reasonable period of time to consult with and have present a representative of their choice.
- D. The employee, at their request, shall have the right to be represented at the interview by a representative of their choice and cost, who may be present at all times during the interview. If requested by the employee, the interview shall be postponed for an additional working day to enable the employee to secure representation. If requested by the employee, the District/Administration must provide the employee with any prior statements of the employee in the possession of or available to the District that relate to the subject matter of the interview.
- E. Either the employee or the person conducting the interview may record the interview. If a recording is made by the District, the employee shall have the right to have a copy of that recording. Any party making a recording will inform the other party and a record of that communication will be made on the recording itself.
- F. In a specific situation where an employee believes that the answer to any question would violate their right to self-incrimination under the Fifth Amendment of the United States Constitution or the California Constitution, or is unsure whether assertion of such a right is appropriate, the employee may so state at any time during the course of the interview. The person conducting the interview will suspend the interview to provide both parties the opportunity to obtain legal advice with respect to the assertion, or will complete the interview without compelling a response to the question subject to reconvening the interview session at a future date after both parties have had the opportunity to seek legal advice with respect to the assertion.
- G. Before placing any derogatory document in the employee's file, related to an investigation of a complaint, allegation, or concern, including any reprimand or other derogatory information, the document shall first be provided to the employee who shall have five days to request a meeting with the administrator proposing to put the document in the file or the administrator's supervisor in order to respond to the document. Subject to this meeting, if requested, the employee shall have five days to provide a written response to the document, which response must be placed in the personnel file with the document. If no such meeting is requested, the employee shall

have 10 days from receipt of the document to provide a written response that must be placed in the personnel file with the document. If no further derogatory action related to the investigation, allegation or concern occurs for four years, the document shall be sealed in the personnel file at the employee's request to be opened if the employee is facing potential discipline or upon court order or subpoena.

- H. Prior to recommending to the Board ~~of Trustees~~ formal disciplinary action such as an unpaid suspension or termination, the District administration will notify the employee of the recommendation, the charges upon which the recommendation will be based and any evidence relied upon in making that recommendation. The employee shall have the right at their option to appear before a designee of the superintendent/president to present any information they deem appropriate as to why the recommendation should not proceed to the Board. If recommendation for such action is forwarded to the Board and is considered in closed session, the employee shall be afforded an opportunity to address the Board in closed session prior to any decision being made.
- I. The superintendent/president or designee will meet with the Classified Senate president or their designee at least once per semester to discuss any inquiries that have been initiated relevant to these procedures. Such discussion will be in general terms that will not violate any applicable rules, regulations, procedures, or statutes, and may be limited to discussing the number of times the policy has been invoked.

Additional provisions in the Police Officer Bill of Rights (POBR) apply to some members of the Classified Senate, as applicable.

## ~~SECTION P: CONFLICT RESOLUTION~~

~~See Appendix 5 for MOU.~~

## APPENDICES

## **APPENDIX 1: CLASSIFIED SALARY SCHEDULES 2021-22 TO 2023-24**

**CLASSIFIED SALARY SCHEDULE 2021–2022**

Effective July 1, 2021

COLA  
3.0%

Range

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	36,246	38,232	40,222	42,235	44,222
2	37,291	39,336	41,404	43,481	45,494
3	38,370	40,523	42,595	44,722	46,818
4	39,503	41,684	43,835	46,015	48,173
5	40,660	42,869	45,107	47,339	49,581
6	41,849	44,140	46,431	48,720	51,012
7	43,063	45,437	47,784	50,159	52,506
8	44,334	46,762	49,220	51,646	54,018
9	45,602	48,115	50,626	53,140	55,622
10	46,957	49,521	52,117	54,713	57,279
11	48,310	50,987	53,636	56,286	58,935
12	49,770	52,481	55,211	57,941	60,672
13	51,205	53,993	56,810	59,623	62,444
14	52,696	55,597	58,495	61,364	64,262
15	54,243	57,248	60,209	63,188	66,164
16	55,818	58,879	61,944	65,008	68,074
17	57,472	60,646	63,792	66,939	70,086
18	59,156	62,385	65,671	68,903	72,129
19	60,867	64,235	67,573	70,888	74,284
20	62,658	66,114	69,535	72,985	76,407
21	64,516	68,046	71,604	75,111	78,671
22	66,390	70,036	73,675	77,343	80,992
23	68,346	72,074	75,829	79,586	83,342
24	70,335	74,229	78,066	81,904	85,793
25	72,407	76,354	80,354	84,331	88,307
26	74,530	78,619	82,702	86,787	90,875
27	76,741	80,909	85,134	89,329	93,585
28	78,948	83,283	87,619	91,949	96,280
29	81,265	85,737	90,158	94,629	99,126
30	83,639	88,251	92,830	97,415	102,028
31	86,097	90,820	95,540	100,258	105,006
32	88,640	93,499	98,328	103,212	108,070
33	91,233	96,232	101,225	106,220	111,248
34	93,880	99,046	104,178	109,342	114,475
35	96,642	101,943	107,244	112,542	117,844
36	99,458	104,952	110,415	115,859	121,321
37	102,384	108,014	113,617	119,248	124,855
38	105,393	111,166	116,931	122,730	128,529
39	108,485	114,422	120,382	126,316	132,278
40	111,657	117,761	123,887	130,044	136,143
41	114,918	121,210	127,534	133,826	140,117
42	118,254	124,797	131,258	137,720	144,261
43	120,585	127,187	133,809	140,507	147,118

**CLASSIFIED SALARY SCHEDULE 2021-2022**  
Effective July 1, 2021

**Longevity Payments:**

For permanent classified employees hired before July 1, 2018, longevity shall be paid as follows:

- L-1: On completion of five (5) years of continuous service to the District, and during service year six (6), an additional three percent (3%), based on step 5, will be paid.
- L-2: On completion of six (6) years of continuous service to the District, and during service years seven to ten (7-10), an additional one percent (1%) per year, based on the immediate previous year, will be paid.
- L-3: On completion of ten (10) years of continuous service to the District, and during service year eleven (11), an additional one and one-half percent (1.5%), based on the immediate previous year, will be paid.
- L-4: On completion of eleven (11) years of continuous service to the District, and during service years twelve to fifteen (12-15), an additional one percent (1%) per year, based on the immediate previous year, will be paid.
- L-5: On completion of fifteen (15) years of continuous service to the District, and during service year sixteen (16), an additional one and one-half percent (1.5%), based on the immediate previous year, will be paid.
- L-6: On completion of sixteen (16) years of continuous service to the District, and during service years seventeen to twenty-one (17-21), an additional one percent (1%) per year, based on the immediate previous year, will be paid.
- L-7: On completion of twenty-one (21) years of continuous service to the District, and during service year twenty-two (22), an additional 0.65% percent, based on the immediate previous year, will be paid.

For permanent classified employees hired after July 1, 2018, longevity shall be paid as follows:

- Years 6-9: \$500^
- Years 10-14: \$1000^
- Years 15-19: \$1500^
- Years 20-22: \$2000^
- Years 23+: \$2500^

^The longevity payment is non-cumulative and does not increase with COLA.



**CLASSIFIED SALARY SCHEDULE 2022–2023**

Effective July 1, 2022

COLA  
2.0%

Range

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	36,971	38,997	41,026	43,080	45,106
2	38,037	40,123	42,232	44,351	46,404
3	39,137	41,333	43,447	45,616	47,754
4	40,293	42,518	44,712	46,935	49,136
5	41,473	43,726	46,009	48,286	50,573
6	42,686	45,023	47,360	49,694	52,032
7	43,924	46,346	48,740	51,162	53,556
8	45,221	47,697	50,204	52,679	55,098
9	46,514	49,077	51,639	54,203	56,734
10	47,896	50,511	53,159	55,807	58,425
11	49,276	52,007	54,709	57,412	60,114
12	50,765	53,531	56,315	59,100	61,885
13	52,229	55,073	57,946	60,815	63,693
14	53,750	56,709	59,665	62,591	65,547
15	55,328	58,393	61,413	64,452	67,487
16	56,934	60,057	63,183	66,308	69,435
17	58,621	61,859	65,068	68,278	71,488
18	60,339	63,633	66,984	70,281	73,572
19	62,084	65,520	68,924	72,306	75,770
20	63,911	67,436	70,926	74,445	77,935
21	65,806	69,407	73,036	76,613	80,244
22	67,718	71,437	75,149	78,890	82,612
23	69,713	73,515	77,346	81,178	85,009
24	71,742	75,714	79,627	83,542	87,509
25	73,855	77,881	81,961	86,018	90,073
26	76,021	80,191	84,356	88,523	92,693
27	78,276	82,527	86,837	91,116	95,457
28	80,527	84,949	89,371	93,788	98,206
29	82,890	87,452	91,961	96,522	101,109
30	85,312	90,016	94,687	99,363	104,069
31	87,819	92,636	97,451	102,263	107,106
32	90,413	95,369	100,295	105,276	110,231
33	93,058	98,157	103,250	108,344	113,473
34	95,758	101,027	106,262	111,529	116,765
35	98,575	103,982	109,389	114,793	120,201
36	101,447	107,051	112,623	118,176	123,747
37	104,432	110,174	115,889	121,633	127,352
38	107,501	113,389	119,270	125,185	131,100
39	110,655	116,710	122,790	128,842	134,924
40	113,890	120,116	126,365	132,645	138,866
41	117,216	123,634	130,085	136,503	142,919
42	120,619	127,293	133,883	140,474	147,146
43	122,997	129,731	136,485	143,317	150,060

**CLASSIFIED SALARY SCHEDULE 2022–2023**

Effective July 1, 2022

**Longevity Payments:**For permanent classified employees hired before July 1, 2018, longevity shall be paid as follows:

- L-1: On completion of five (5) years of continuous service to the District, and during service year six (6), an additional three percent (3%), based on step 5, will be paid.
- L-2: On completion of six (6) years of continuous service to the District, and during service years seven to ten (7-10), an additional one percent (1%) per year, based on the immediate previous year, will be paid.
- L-3: On completion of ten (10) years of continuous service to the District, and during service year eleven (11), an additional one and one-half percent (1.5%), based on the immediate previous year, will be paid.
- L-4: On completion of eleven (11) years of continuous service to the District, and during service years twelve to fifteen (12-15), an additional one percent (1%) per year, based on the immediate previous year, will be paid.
- L-5: On completion of fifteen (15) years of continuous service to the District, and during service year sixteen (16), an additional one and one-half percent (1.5%), based on the immediate previous year, will be paid.
- L-6: On completion of sixteen (16) years of continuous service to the District, and during service years seventeen to twenty-one (17-21), an additional one percent (1%) per year, based on the immediate previous year, will be paid.
- L-7: On completion of twenty-one (21) years of continuous service to the District, and during service year twenty-two (22), an additional 0.65% percent, based on the immediate previous year, will be paid.

For permanent classified employees hired after July 1, 2018, longevity shall be paid as follows:

- Years 6-9: \$500^
- Years 10-14: \$1000^
- Years 15-19: \$1500^
- Years 20-22: \$2000^
- Years 23+: \$2500^

^The longevity payment is non-cumulative and does not increase with COLA.

**CLASSIFIED SALARY SCHEDULE 2023–2024**

Effective July 1, 2023

COLA  
1.75%

Range

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	37,618	39,679	41,744	43,834	45,895
2	38,703	40,825	42,971	45,127	47,216
3	39,822	42,056	44,207	46,414	48,590
4	40,998	43,262	45,494	47,756	49,996
5	42,199	44,491	46,814	49,131	51,458
6	43,433	45,811	48,189	50,564	52,943
7	44,693	47,157	49,593	52,057	54,493
8	46,012	48,532	51,083	53,601	56,062
9	47,328	49,936	52,543	55,152	57,727
10	48,734	51,395	54,089	56,784	59,447
11	50,138	52,917	55,666	58,417	61,166
12	51,653	54,468	57,301	60,134	62,968
13	53,143	56,037	58,960	61,879	64,808
14	54,691	57,701	60,709	63,686	66,694
15	56,296	59,415	62,488	65,580	68,668
16	57,930	61,108	64,289	67,468	70,650
17	59,647	62,942	66,207	69,473	72,739
18	61,395	64,747	68,156	71,511	74,860
19	63,170	66,667	70,130	73,571	77,096
20	65,029	68,616	72,167	75,748	79,299
21	66,958	70,622	74,314	77,954	81,648
22	68,903	72,687	76,464	80,271	84,058
23	70,933	74,802	78,700	82,599	86,497
24	72,997	77,039	81,020	85,004	89,040
25	75,147	79,244	83,395	87,523	91,649
26	77,351	81,594	85,832	90,072	94,315
27	79,646	83,971	88,357	92,711	97,127
28	81,936	86,436	90,935	95,429	99,925
29	84,341	88,982	93,570	98,211	102,878
30	86,805	91,591	96,344	101,102	105,890
31	89,356	94,257	99,156	104,053	108,980
32	91,995	97,038	102,050	107,118	112,160
33	94,687	99,875	105,057	110,240	115,459
34	97,434	102,795	108,122	113,481	118,808
35	100,300	105,802	111,303	116,802	122,305
36	103,222	108,924	114,594	120,244	125,913
37	106,260	112,102	117,917	123,762	129,581
38	109,382	115,373	121,357	127,376	133,394
39	112,591	118,752	124,939	131,097	137,285
40	115,883	122,218	128,576	134,966	141,296
41	119,267	125,798	132,361	138,892	145,420
42	122,730	129,521	136,226	142,932	149,721
43	125,149	132,001	138,873	145,825	152,686

**CLASSIFIED SALARY SCHEDULE 2023–2024**

Effective July 1, 2023

**Longevity Payments:**For permanent classified employees hired before July 1, 2018, longevity shall be paid as follows:

- L-1: On completion of five (5) years of continuous service to the District, and during service year six (6), an additional three percent (3%), based on step 5, will be paid.
- L-2: On completion of six (6) years of continuous service to the District, and during service years seven to ten (7-10), an additional one percent (1%) per year, based on the immediate previous year, will be paid.
- L-3: On completion of ten (10) years of continuous service to the District, and during service year eleven (11), an additional one and one-half percent (1.5%), based on the immediate previous year, will be paid.
- L-4: On completion of eleven (11) years of continuous service to the District, and during service years twelve to fifteen (12-15), an additional one percent (1%) per year, based on the immediate previous year, will be paid.
- L-5: On completion of fifteen (15) years of continuous service to the District, and during service year sixteen (16), an additional one and one-half percent (1.5%), based on the immediate previous year, will be paid.
- L-6: On completion of sixteen (16) years of continuous service to the District, and during service years seventeen to twenty-one (17-21), an additional one percent (1%) per year, based on the immediate previous year, will be paid.
- L-7: On completion of twenty-one (21) years of continuous service to the District, and during service year twenty-two (22), an additional 0.65% percent, based on the immediate previous year, will be paid.

For permanent classified employees hired after July 1, 2018, longevity shall be paid as follows:

- Years 6-9: \$500^
- Years 10-14: \$1000^
- Years 15-19: \$1500^
- Years 20-22: \$2000^
- Years 23+: \$2500^

^The longevity payment is non-cumulative and does not increase with COLA.

**APPENDIX 2: JOB CLASSIFICATION AND COMPENSATION IMPLEMENTATION**

Current Title	New Title	Current Range	Final Range	Implementation Schedule		
				2018-19	2019-20	2020-21
Instructional Division Secretary	Academic Division Administrative Assistant	20	21	21	21	21
Evaluator— Admissions & Records Student Support Evaluator	Academic Records Evaluator	22	23	23	23	23
Access Specialist	Access Specialist	28	27	27	27	27
Accountant	Accountant I	25	26	26	26	26
Accountant	Accountant II	25	30	26	28	30
Accounting Supervisor	Accounting Supervisor	32	36	33	35	36
Accounting Specialist	Accounting Technician	21	21	21	21	21
Administrative Secretary	Administrative Assistant to the Dean	23	24	24	24	24
Secretary Clerk I	Administrative Support Assistant I	8	9	9	9	9
Secretary Clerk II; Secretary Clerk III; Marketing Assistant/Receptionist	Administrative Support Assistant II	12, 15	16	16	16	16
Secretary I; Secretary II; Secretary Clerk III (Honors); ECE Office Specialist	Administrative Support Assistant III	15, 17, 19, 20	20	20	20	20
Admissions & Records Assistant	Admissions & Records Specialist	20	20	20	20	20
Admissions & Records Assistant	Admissions & Records Specialist- Transcript Clerk	20	20	20	20	20
Assistant Athletic Trainer	Assistant Athletic Trainer	23	24	24	24	24
Admissions & Records Supervisor	Assistant Registrar	26	29	27	29	29
Instructional Assistant II	Assistive Technology Assistant	17	19	18	19	19
Associate Director Development	Associate Director, Development	32	32	32	32	32
Student Services Coordinator /Athletic Director	Athletic Director	32	33	33	33	33
Athletic Trainer	Athletic Trainer	28	28	28	28	28
Athletic Equipment Manager/Intramural Coordinator	Athletics Coordinator	19	22	20	22	22
Attendance Accounting Specialist	Attendance Accounting Specialist	24	24	24	24	24
Benefits Assistant	Benefits Assistant	17	17	17	17	17
Benefits Coordinator/HR Specialist	Benefits Coordinator/HR Specialist	25	27	26	27	27
N/A	Building Maintenance Mechanic I/II flex	N/A	16	16	16	16
Building Maintenance Mechanic II	Building Maintenance Mechanic II	20	22	21	22	22

Building Maintenance Mechanic III	Building Maintenance Mechanic III	24	25	25	25	25
Cashier I	Box Office Cashier	11	11	11	11	11
Business Consultant, SBDC	Business Advisor I	14	18	15	17	18
N/A	Business Advisor I, SBDC	N/A	18	18	18	18
Business Advisor, SBDC	Business Advisor II	13	22	14	16	22
N/A	Business Advisor, VBOC	N/A	22	22	22	22
System & Procedures Analyst	Business Systems Analyst	25	28	26	28	28
Purchasing & Material Management Assist I; Buyer	Buyer	15, 25	24	24	24	24
Career Studies & Services Specialist	Career Studies & Services Coordinator	22	26	23	25	26
Career Services Specialist, Continuing Education	Career Studies & Services Specialist - Adult Education	20	20	20	20	20
Cashier I	Cashier I	9	9	9	9	9
Cashier II	Cashier II	18	17	17	17	17
Facility Maintenance Tech	CLC Maintenance Technician	20	23	21	23	23
Nursing Associate; Health Education Prom/Nurse Associate	College Health Nurse	25, 28	28	28	28	28
Community Education Assistant I	Community Education Assistant I	15	14	14	14	14
Community Education Assistant II	Community Education Assistant II	18	17	17	17	17
Community Education & Workforce Development Outreach	Community Education Workforce Development Outreach Specialist	19	20	20	20	20
Student Services Coordinator, SSSP	Coordinator, SSSP	26	31	27	29	31
Coordinator, Testing Services	Coordinator, Testing Services	27	31	28	30	31
Printing & Copy Services Specialist	Copy Center Technician	16	16	16	16	16
Quick Copy Operator II	Copy Operator	10	10	10	10	10
Counseling Operations Supervisor	Counseling Operations Supervisor	29	27	27	27	27
CSS Intern & Tech Specialist	CSS Intern & Tech Specialist	18	18	18	18	18
CTE Transition Specialist	CTE Transition Specialist	22	22	22	22	22
Custodial Utility Worker	Custodial Maintenance Worker	16	15	15	15	15
Custodial Supervisor	Custodial Supervisor	26	26	26	26	26
Custodian	Custodian	13	10	10	10	10
Programmer Analyst, Data Warehouse	Data Warehouse Systems Developer	37	37	37	37	37
Secretary I	Development Specialist	17	19	18	19	19
Writer Digital Marketing Specialist	Digital Marketing Coordinator	20	24	21	23	24
Director, Small Business Development Center (SBDC)	Director, Small Business Development Center	7	33	33	33	33
VBOC, Director	Director, VBOC	6	33	33	33	33
Early Childhood Education Instructional Specialist	Early Childhood Education Instructional Specialist	19	19	19	19	19

Early Childhood Education Program Specialist	Early Childhood Education Program Specialist	20	20	20	20	20
Enrollment Systems Specialist	Enrollment Database Specialist	30	31	31	31	31
Programmer Analyst	Enterprise Applications Developer	37	37	37	37	37
Executive Assistant to Superintendent/President	Executive Assistant to Superintendent/President	27	28	28	28	28
Administrative Assistant	Executive Assistant to Vice President	25	26	26	26	26
Facilities Assistant	Facilities Assistant	21	21	21	21	21
Facilities Manager	Facilities Manager	33	37	34	36	37
Financial Aid Assistant	Financial Aid Assistant	17	17	17	17	17
Lead Financial Aid Technician	Financial Aid Supervisor	27	30	28	30	30
Financial Aid Technician	Financial Aid Technician	21, 26	20	20	20	20
Financial Aid/Scholarship Specialist	Financial Aid/Scholarship Specialist	19	19	19	19	19
Financial Analyst	Financial Analyst	27	30	30	30	30
Fixed Asset & Administrative Services Specialist	Fixed Assets & Administrative Services Specialist	17	19	18	19	19
Gallery Assistant	Gallery Assistant	17	17	17	17	17
Gardener/Groundskeeper	Gardener/Groundskeeper	15	15	15	15	15
Research & Accounting Specialist	GEAR UP Accounting & Research Specialist	16	16	16	16	16
Gear Up School Site Coordinator	GEAR UP School Site Coordinator	12	12	12	12	12
Grants Specialist	Grants Specialist	16	21	21	21	21
Graphic Artist	Graphic Artist	16	17	17	17	17
Coordinator Communications Designs; Graphic Designer/Photo Coordinator	Graphic Design Coordinator	27	28	28	28	28
Utility Worker	Grounds Maintenance Specialist, SEC	17	20	18	20	20
Grounds Supervisor	Grounds Supervisor	28	30	29	30	30
Health Services Assistant	Health Services Assistant	19	19	19	19	19
Help Desk Specialist	Help Desk Technician	26	23	23	23	23
Human Resources Analyst	Human Resources Analyst	26	29	27	29	29
Human Resources Assistant	Human Resources Assistant	15	17	16	17	17
Human Resources Technician	Human Resources Technician	20	21	21	21	21
HVAC Mechanic	HVAC Technician	23	25	24	25	25
Network Specialist; Systems Administrator	Infrastructure Systems Engineer	31, 34	40	35	37	40
Institutional Effectiveness Specialist	Institutional Effectiveness Specialist	24	24	24	24	24
Instructional Aide	Instructional Aide	9	10	10	10	10
Instructional Assistant I	Instructional Assistant	12	16	13	15	16
Instruct Associate Photography; Instructional Associate; Instructional Associate, Dance	Instructional Associate	25	25	25	25	25
Instructional Associate	Instructional Associate/Music Venue Coordinator	25	25	25	25	25
Instructional Aide	Instructional Computer Lab Assistant	9	12	10	12	12

Instructional Assistant II	Instructional Computer Lab Lead	17	20	18	20	20
Instructional Technology Support Specialist	Instructional Technology Support Specialist	27	27	27	27	27
Secretary II	International Student Services Specialist	19	21	20	21	21
Coordinator, Career Studies & Services	Internship Coordinator	25	27	26	27	27
Irrigation Specialist	Irrigation Specialist	17	20	18	20	20
Lead Building Maintenance Mechanic	Lead Building Maintenance Mechanic	26	28	27	28	28
Lead Buyer	Lead Buyer	28	27	27	27	27
Lead Custodian	Lead Custodian – Oceanside	19	21	20	21	21
Lead Custodian	Lead Custodian – San Elijo	19	20	20	20	20
Lead Groundskeeper	Lead Groundskeeper	20	22	21	22	22
Lead Vehicle & Equipment Mechanic	Lead Vehicle & Equipment Mechanic	25	28	26	28	28
Library Clerk – Public Service	Library Technician I, Public Services	9, 18	16	16	16	16
Library Technician I – Technical Services	Library Technician I, Technical Services	17	17	17	17	17
Library Technician II – Public Services	Library Technician II, Public Services	23	21	21	21	21
Library Technician II, Technical Services	Library Technician II, Technical Services	24	22	22	22	22
Library Technician III, Public Services	Library Technician III, Public Services	27	26	26	26	26
Police Locker Room Safety Attend	Locker Room Safety Assistant	9	9	9	9	9
Mail Carrier	Mail Carrier	10	11	11	11	11
Health Services Coordinator	Manager, Health Services	35	35	35	35	35
Technical Services Coordinator	Manager, Infrastructure Systems and Application Development	40	43	41	43	43
Coordinator Library Operations	Manager, Library Operations	32	36	33	35	36
Instructional Computing Coordinator	Manager, Technology Support Services	42	37	37	37	37
Material Management Specialist	Material Management Specialist	18	18	18	18	18
Instructional Assistant I	Math Learning Coach	12	21	13	15	21
Media Services Aide	Media Services Assistant	12	12	12	12	12
Media Services Specialist; Media Services Technical Specialist	Media Services Technician	23	23	23	23	23
Instructional Assistant II	Music Sound Engineer	17	25	18	20	25
Network Specialist	Network Specialist	31	33	32	33	33
Noncredit Student & Faculty Support Assistant	Noncredit Support Assistant	19	19	19	19	19
Noncredit Support Supervisor	Noncredit Support Supervisor	25	25	25	25	25
Nursing Simulations Curriculum Coordinator	Nursing Simulations Curriculum Coordinator	25	28	28	28	28
Instructional Aide	Noncredit Tutoring Coordinator	9	12	10	12	12
Online Instructional Technologist	Online Instructional Technologist	27	30	28	30	30
N/A	Outreach Specialist, SBDC	N/A	20	20	20	20
Payroll Specialist	Payroll Specialist	24	24	24	24	24



Performing Arts Technical Director	Performing Arts Technical Director	25	28	28	28	28
Performing Arts Technical Specialist	Performing Arts Technician	24	24	24	24	24
Police Communications/Records Supervisor	Police Communications/Records Supervisor	30	29	29	29	29
Police Community Services Officer	Police Community Service Officer	15	16	16	16	16
Police Dispatcher	Police Dispatcher/Records Technician	24	22	22	22	22
Police Officer	Police Officer	25	26	26	26	26
Police Sergeant	Police Sergeant	34	34	32	34	34
Police Services Officer	Police Services Officer	14	17	12	14	17
Secretary Clerk II	Police Support Assistant I	12	14	13	14	14
Secretary Clerk III	Police Support Assistant II	15	17	16	17	17
Adult Education Block Grant Supervisor	Program Manager, AEBG	25	31	26	28	31
Coordinator, IIP	Program Manager, IIP	30	31	31	31	31
Outreach Coordinator	Program Manager, Outreach	29	31	30	31	31
Student Services Coordinator, Service Learning	Program Manager, Service Learning	26	31	27	29	31
Coordinator -- Student Equity	Program Manager, Student Equity	29	31	30	31	31
Student Services Coordinator Activities	Program Manager, Student Life & Leadership	29	31	30	31	31
Veterans Services Coordinator	Program Manager, Veterans Services	31	31	31	31	31
WIOA Grant Specialist	Program Specialist, Noncredit Adult Education	18	21	19	21	21
Special Programs Coordinator: Drivers Ed & ELL; Community & Work Skill Programs	Program Supervisor, Community Education & Workforce Development	27	27	27	27	27
Purchasing & Material Management Assistant I	Purchasing Assistant	15	15	15	15	15
Refuse Abatement Worker	Refuse & Recycling Worker	7	7	7	7	7
Research Analyst	Research Analyst	27	30	28	30	30
Instructional Assistant II	Science Laboratory Technician	17	20	18	20	20
Admissions & Records Specialist	Senior Admissions Specialist	25	26	26	26	26
Technical Writer	Senior Curriculum & Accreditation Analyst	28	30	29	30	30
Senior Programmer Analyst	Senior Database Administrator	41	42	42	42	42
Development Services Analyst/Events Specialist	Senior Development Specialist	19	23	20	22	23
Programmer Analyst; Programmer Analyst -- PS; Senior Programmer Analyst	Senior Enterprise Applications Developer	37	42	38	40	42
Math Learning Center Specialist	Senior Math Learning Coach	17	23	18	20	23
Instructional Associate	Senior Science Laboratory Associate	25	26	26	26	26
Student Accounts & Admissions Assistant	Student Accounts/Admissions Assistant	20	22	24	22	22
Student Center Manager/Club & Organization Advocate	Student Activities Advisor	26	26	26	26	26
Student Employment Specialist	Student Employment Coordinator	22, 27	26	26	26	26
Instructional Aide	Student Help Desk Technician	9	10	10	10	10

## CLASSIFIED SENATE EMPLOYEE MANUAL

10/20/2020-11/19/2021 update

<del>Student Employment Specialist</del>	<del>Student Employment Specialist</del>	12	14	14	14	14
<del>Student Services Coordinator</del>	<del>Student Services Coordinator</del>	26	26	26	26	26
<del>Student Services Coordinator</del>	<del>Student Services Coordinator – Financial Aid</del>	26	26	26	26	26
<del>Student Services Coordinator</del>	<del>Student Services Coordinator-Academic Success &amp; Equity Programs</del>	26	26	26	26	26
<del>Student Services Specialist</del>	<del>Student Services Specialist</del>	24	24	24	24	24
<del>Supplemental Instruction Coordinator</del>	<del>Supplemental Instruction Coordinator</del>	27	26	26	26	26
<del>Instructional Technology Specialist; Client Support Specialist</del>	<del>Technology Services Analyst</del>	27, 29	29	29	29	29
<del>Program Aide – Testing Service</del>	<del>Testing Services Aide</del>	8	8	8	8	8
<del>Testing Services Specialist</del>	<del>Testing Services Specialist</del>	19	19	19	19	19
<del>Theatre House Specialist</del>	<del>Theatre House Specialist</del>	25	25	25	25	25
<del>Transfer Center Specialist</del>	<del>Transfer Center Specialist</del>	24	24	24	24	24
<del>Retention Services Specialist</del>	<del>Tutoring Center Lead, San Elijo</del>	23	23	23	23	23
<del>Retention Services Secretary</del>	<del>Tutoring Center Specialist</del>	24	20	20	20	20
<del>Transportation Assistant</del>	<del>Vehicle &amp; Equipment Maintenance Assistant</del>	15	16	16	16	16
<del>Veterans Assistant</del>	<del>Veterans Assistant</del>	16	16	16	16	16
<del>Veterans Technician</del>	<del>Veterans Specialist</del>	23	24	24	24	24
<del>Media Services Aide</del>	<del>Videographer</del>	12	16	13	15	16
<del>Web Developer</del>	<del>Web Applications Developer</del>	30	33	31	33	33
<del>Wellness Center Coordinator</del>	<del>Wellness Center Coordinator</del>	27	27	27	27	27
<del>WIOA Grant Supervisor</del>	<del>WIOA Grant Supervisor</del>	26	26	26	26	26
<del>Writing Center Assistant</del>	<del>Writing Center Specialist</del>	16	17	17	17	17
<del>Writing Coach</del>	<del>Writing Coach</del>	19	21	20	21	21

## APPENDIX 23: HR INTERNAL CLASSIFICATION REVIEW PROCESS

### HUMAN RESOURCES CLASSIFICATION REVIEW PROCESS

A job analysis of each position submitted for classification review will be conducted by the HR Analyst, or designated consultant ("Analyst"), under the direction of the Manager, HR Operations HR Supervisor and Director of Labor Relations. This includes job evaluation, collection and analysis of internal and external data, and recommendation to the Classification Review Committee.

#### Process

The following process will be followed when a reclassification request is submitted to HR on or before the annual December 1 deadline by a classified employee.

#### Reclassification Request

1. HR shall reject any incomplete reclassification requests. Reclassification requests must be reviewed by all supervisors in the employee's chain of command, including the dean and the appropriate division vice president. If a supervisor does not support a reclassification request, the reasons shall be documented on the request, and forwarded to HR for consideration.
2. The Analyst will review the reclassification request to determine if it meets the criteria for reclassification. Typically, a reclassification is warranted when there is a substantial change (25% or more) in the knowledge, skills, experience, credentials required, decision making, problem solving, accountabilities and/or working conditions of the job.
  - a. If the request does not meet the criteria for reclassification, the employee requesting reclassification will be notified of the reason the request does not meet the requirements for reclassification on or before February 15. A copy of the determination will be sent to all supervisors in the employee's chain of command and the Classification Review Committee Chair.
  - b. If the request meets the criteria for reclassification the employee requesting reclassification will be notified on or before February 15. HR will schedule an initial meeting with the employee and their immediate supervisor. HR will forward a Position Description Questionnaire (PDQ) and Supervisor Supplement to the employee and supervisor to be completed at least five (5) business days prior to the meeting with the Analyst.
3. The Analyst will review the PDQ and Supervisor Supplement to prepare follow-up questions for the meeting with the employee and supervisor.

#### Initial Meeting

1. The Analyst will meet with the employee and supervisor(s) to review the PDQ and Supervisor Supplement in order to understand the current duties of the position. A trained representative from the CRC pool may attend this meeting at the request of the employee.

2. During the meeting, the Analyst will complete a Job Analysis form.
3. Following the meeting, the Analyst will prepare a draft job description for review by the employee and immediate supervisor. The employee and supervisor will have five (5) days to review the draft job description, and provide any comments to HR for consideration.
4. The Analyst will finalize the job description and prepare a compensation recommendation following an external market and internal equity analysis.

### **Internal & External Review Factors**

The Analyst will prepare a compensation recommendation based on the Board's compensation philosophy and guidance: target compensation within plus- or minus- 10% of the highest paid salaries within the region from which MiraCosta College primarily recruits employees.

1. Benchmarking - The following external comparators will be used, as appropriate, for the position under review:

Cerritos CCD	Southwestern CCD
Coast CCD	City of Carlsbad
Grossmont-Cuyamaca CCD	City of Encinitas
Long Beach CCD	City of Oceanside
Palomar CCD	San Dieguito Union HSD
North Orange County CCD	Oceanside USD
Rancho Santiago CCD	Carlsbad USD
San Diego CCD	CSU, San Marcos
South Orange County CCD	

- a. The Analyst will research the job descriptions of the benchmark comparators for job matching and analysis of jobs with comparable duties, scope, and required knowledge, skills, and abilities (KSAs).
- b. Each comparator position, including salary data, will be listed on the Salary Survey Data Sheet for the position under review.
- c. Job descriptions for each comparator position will also be collected by the Analyst.
- d. If a sufficient number of comparators are not identified from the seventeen (17) benchmark employers listed on the Salary Survey Data Sheet, the Analyst will gather additional market data from:

- i. Other non-benchmark community college districts, 4-year colleges/universities, K-12 school districts, or public employers from Los Angeles, San Bernardino, and Riverside counties, OR
- ii. The annual CSEA salary survey, PayScale.com, or other industry-specific compensation data sources.

These additional sources will be included on the Salary Survey Data Sheet for review.

- e. After review of the external market, the Analyst will consider internal equity.
2. Internal Equity - The Analyst will determine internal equity by evaluating each position within the existing job classification and salary grade structure. Each position will be evaluated with consideration of internal positions comparable in both level of duties/responsibilities and salary.
    - a. An Internal Equity form will be completed with the evaluation of each position on a department level (i.e., compared to other positions within the department), division level (i.e., compared to other positions within the division), and college level (i.e., compared to other positions in similar job families throughout the college).
    - b. The Analyst will review the current range of the position, the proposed range (based on market data), and other positions in the salary range immediately above and below the proposed range to ensure appropriate slotting of the position.
  3. Weighing Factors - The compensation recommendation from the Analyst will be guided by both external market and internal equity data. In the event that external market data competes with internal equity factors, the Analyst will weigh internal equity over external market data. Where internal equity is not at issue, market data will prevail.

### **Recommendation**

1. Once completed, the Analyst will prepare a recommendation on compensation placement. The recommendation, job description and all supporting data will be forwarded to the ~~Manager, HR Operations~~HR Supervisor for review.
  - a. If requested by the manager, the Analyst will make any necessary revisions to the recommendation prior to the Classification Review Committee's (CRC) review.
2. After manager review and approval of the recommendation, the Analyst will send the reclassification request, recommended job description and associated compensation recommendation to the CRC by April 15.

## APPENDIX 34: FORMS