

AGREEMENT

Between

Monterey Peninsula Community
College District

&

California School Employees
Association Chapter #245-
MPCEA/CSEA

July 1, 2020 to June 30, 2023

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ARTICLE I

RECOGNITION

1.1 Acknowledgment

Monterey Peninsula Community College District (hereinafter referred to as District) recognizes the California School Employees Association (hereinafter referred to as CSEA) and its Chapter #245 (hereinafter referred to as MPCEA/CSEA or unit) as the exclusive representative for all classified employees in the negotiating unit. The negotiating unit shall consist of all employees in the classification listed in Appendix A. The word employee(s) as used in this Agreement, unless otherwise specified, refers to a person or persons in the negotiating unit.

1.2 Non-Discrimination

The District and the Union agree not to discriminate in any manner against an employee because of union activity, race, color, creed, national origin, religion, ancestry, sex, sexual orientation, marital status, age, pregnancy, disability, and/or medical condition, to the extent prohibited by state and/or federal law.

1.3 Restricted Employees

1.3.1 Persons employed in specially funded positions restricted to persons in low-income groups, from designated impoverished areas, and other criteria which restrict the privilege of all persons to compete for employment in such positions are designated as restricted employees in accordance with Education Code 88005.

1.3.2 Wherever a conflict arises between this Agreement and the state or federal regulations pertaining to restricted employees, the state or federal regulations shall prevail.

1.4 Exclusions from the Unit

All management, supervisory, confidential, substitute and short-term (as defined in Education Code §88003), professional experts, certificated, and student employees shall be excluded from the unit.

1.5 New Classification or Positions

Should any new positions be established or regular positions be reclassified during the term of this Agreement, the placement of those positions in or out of the negotiating unit shall be negotiated to impasse with MPCEA/CSEA prior to District designation. Should the issue not be resolved, it shall be submitted to the Public Employment Relations Board for determination. Until agreement is reached with MPCEA/CSEA or until a PERB decision is reached, the District shall have the right to designate the position.

1.6 Position Vacancy

Within 10 days of learning about an impending vacancy in a permanent classified position, the District shall notify MPCEA in writing of the vacancy and negotiate its effect on MPCEA members. Vacated permanent classified positions shall be filled as per Education Code §88003.

ARTICLE II

ASSOCIATION RIGHTS

2.1 Right of Access

MPCEA shall have the right of access at reasonable times to areas in which employees work, the right to use institutional bulletin boards, mailboxes, and other means of communication which may include serving on appropriate District committees when deemed necessary by the District, and the right to use institutional facilities at reasonable times for the purpose of meetings concerned with the exercise of rights guaranteed under Section 3540 et. sec of the Government Code. These organizational activities shall be subject to the procedures and limitations listed below. Organizational activities shall not be permitted which impede or disrupt College District operations.

- 2.1.1** All CSEA and MPCEA representatives may engage in activities at the College provided such activity does not impede or disrupt College District operations. Contact shall not be made with employees while the employees are performing duties for which they are being paid by the District without the approval of the employee's supervisor.
- 2.1.2** MPCEA shall be permitted use of College facilities for meetings and are subject to the same regulations governing other users as specified in the Civic Center Act and the District policy on use of facilities.
- 2.1.3** MPCEA may use only those bulletin boards designated for their use. A bulletin board will be made available for employee organization use in Human Resources, Facilities, College Center, Creative Arts, Library and in other locations if requested by CSEA and approved by the District. All material posted by MPCEA shall be signed and dated by a MPCEA Chapter Officer. Materials that are defamatory or encourage people to engage in illegal activities shall not be posted on any College bulletin board or facilities and, if posted, may be removed by the District. In the event that the District removes any CSEA/MPCEA material, it shall give notice to MPCEA and discuss its reasons for such action.
- 2.1.4** Unless agreed by the District, the College District shall not pay for any supplies for MPCEA. MPCEA shall not use College equipment without prior approval.
- 2.1.5** Information which is readily available to the general public shall be furnished to MPCEA upon request. MPCEA may be charged for the cost of reproduction and the materials necessary to furnish the requested information. The District has no obligation to provide information in a format other than the format that is readily available.
- 2.1.6** All requests from MPCEA for District information or documents necessary to conduct CSEA business shall be directed to the Chief Human Resources and Employee Relations Officer or designee.
- 2.1.7** MPCEA will be included on the distribution list to receive the agenda packets for meetings of the Governing Board meeting.
- 2.1.8** The District recognizes the right of MPCEA to designate representatives. A representative for purposes of this agreement may be any member of the MPCEA executive board, shop steward, or any bargaining unit member designated by MPCEA to act as a representative. Such representatives shall not act as agents of the District or obligate the District to any course of action or inaction. The President or designee shall be entitled to up to 80 hours

per year for the purpose of conducting MPCEA business such as meeting with unit members to investigate grievances, meeting with the District representatives regarding MPCEA business, and conducting other MPCEA business. Additional time may be approved by the Chief Human Resources and Labor Relations Officer or designee. All time taken off shall be reported on a form provided by MPC.

2.1.9 The MPCEA President or designee, and one other unit member are each allowed a maximum of five (5) working days of absence with pay to attend the annual CSEA conference.

2.1.10 MPCEA shall be provided reasonable release time for up to four (4) bargaining unit members for the purpose of negotiating with MPC. Each unit member on the MPCEA negotiating committee shall notify his/her immediate supervisor at least 48 hours in advance of each negotiating session which the employee intends to attend. In the event that the employee's absence would create a hardship for the College, the supervisor may deny the requested time off. Whenever MPCEA is required by the District to serve on a District committee, the District shall allow the employee to attend committee meetings on work time.

2.2 Organizational Security

2.2.1 Freedom of Association

The District and MPCEA/CSEA recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the right of employees to refuse to form, join, or participate in employee organization activities, and there shall be no unlawful discrimination as a result of the exercise of the rights set forth in this article.

2.2.2 Exclusivity

MPCEA/CSEA shall have the sole and exclusive right to have membership dues and/or service fees deducted by the District for those employees eligible for unit membership.

2.2.3 Dues Deduction

The District shall pay to the designated payee, within a reasonable amount of time, all sums so deducted.

The District shall deduct, in accordance with the CSEA dues attached hereto as Appendix C, dues from the wages of all employees who execute membership authorization.

The Association agrees to indemnify and defend the District and its officers, employees, and agents against any and all claims, proceedings, and liabilities arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the District under this Section.

2.3.2 Hold Harmless

2.2.4.1 The District shall not be liable to MPCEA/CSEA by reason of the requirements of this article for remittance or payment of any sum other than that constituting actual deductions made from the wages earned by the employee.

2.2.4.2 MPCEA/CSEA shall indemnify and hold the District harmless for any liability arising from any and all claims, demands, suits, or other actions arising from compliance with this article, or, in reliance on any list, notice, certification, or authorization furnished under this article.

2.2.4.3 MPCEA/CSEA shall reimburse the District for any and all reasonable legal

expenses incurred in defending or responding to any challenges to the provisions of this article.

2.2.4.4 MPCEA/CSEA shall refund to the District any sums paid in error.

2.3 Assembly Bill 119 Employee Information

2.3.1 "Newly hired employee" or new "new hire" means any employee, whether permanent, full time, or part time, hired by the College, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the college and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this agreement only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit.

2.3.2 The College shall provide CSEA headquarters with contact information on the new hires. The information will be provided to CSEA headquarters electronically via a mutually agreeable secure FTP site or service, on the last working day of each month in which they were hired.

2.3.3 Periodic Update of Contact Information: The College shall provide CSEA headquarters with a list of all bargaining unit members' names and contact information on the last working day of September, January, and May. The information will be provided to CSEA headquarters electronically via a mutually agreeable secure FTP site or service. This contact information shall also include the following information, with each field listed in its own column:

For articles 2.3.2 and 2.3.3, contact information shall include the following items, with each field in its own column.

1. First Name;
2. Middle Initial;
3. Last Name;
4. Suffix (e.g. Jr., III)
5. Job Title/Classification;
6. Department;
7. Primary work site name;
8. Work telephone number;
9. Home Street address (incl. apartment #)
10. City
11. State
12. ZIP Code (5 or 9 digits);
13. Home telephone number (10 digits)
14. Personal cellular telephone number (10 digits);
15. Personal email address of the employee;
16. Birth date;
17. Employee ID;
18. CalPERS status;
19. Hire date.

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the College.

2.4 New Employee Orientation

- 2.4.1** "New employee orientation" means the onboarding of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other-related matters.
 - 2.4.2** The College shall provide Monterey Peninsula College CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days' notice in advance of an orientation except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the College's operations that was not reasonably foreseeable.
 - 2.4.3** In the event the College conducts a group orientation, CSEA shall have up to one (1) hour of paid release time, including travel time, for two (2) CSEA representatives, including the Chapter President or designee, to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.
 - 2.4.4** In the event the College conducts one-on-one orientations with newly hired employees, CSEA shall have up to one (1) hour of paid release time, including travel time, for one (1) CSEA representative to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation.
- 2.5** The College shall include the CSEA membership application and a CSEA provided link for an electronic application in any employee orientation packet of College materials provided to any newly hired employee. CSEA shall provide copies of the CSEA membership application to the College for distribution.
- 2.5.1** The orientation session shall be held on College property during the workday of the newly hired employee(s), who shall be on paid time.
 - 2.5.2** During CSEA's orientation, no College manager or supervisor or non-unit employee shall be present, unless agreed to by CSEA.

ARTICLE III

HOURS AND OVERTIME

3.1 Workday

3.1.1 The length of the workday and the scheduling of the duty hours shall be at the discretion of the District for each employee at the time of employment. Each employee shall be assigned a fixed, scheduled minimum number of hours. If the job requirements of the District necessitate a shift from the scheduled hours assigned, the District may effect the change after giving the employee and the President of MPCEA a written notice ten (10) working days in advance of the effective day of the schedule change. Such notice shall indicate the period of the time change in hours is effective. Upon consent by the employee or in the event of unanticipated work demands, the ten (10) day notice may be waived.

3.1.2 Reporting

All employees are to report on time for their scheduled hours and to be on duty for those hours, unless an exception is approved by the immediate supervisor.

3.2 Workweek

The workweek shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. This article 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. Nothing in this section shall be deemed to bar the District from establishing a workday of less than eight (8) hours or a workweek of less than forty (40) hours for all or any of its employees.

3.2.1 Alternative Work Schedule

The District reserves the right to establish a ten (10) hour-per-day, forty (40) hours, four (4) consecutive-day workweek or another alternative work schedule in accordance with Education Code Section 88040, in order to meet District needs, as determined by the District. Notification of such change shall be according to 3.1.1.

3.3 Lunch Period

Each employee working five (5) or more consecutive hours per day shall be entitled to an unpaid, duty-free lunch period. The length of time for such lunch period shall be no longer than one (1) hour nor less than one-half ($\frac{1}{2}$) hour and shall, as far as practical, be scheduled by the immediate supervisor at or about the midpoint of each work shift.

3.4 Rest Period

The District shall provide one paid fifteen (15) minute rest period for each employee for each consecutive period of not less than three (3) hours nor more than five (5) hours worked at times approved by the immediate supervisor but not during the first or last hour of the employee's workday and not as an extension of the lunch hour.

3.5 Call-In and Callback Time

3.5.1 An employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the rate of pay otherwise provided in this Agreement. The call-in must be authorized by the employee's supervisor.

3.5.2 An employee called back to work, after the employee has left the work site and after completion of the employee's regular workday shall receive a minimum of two (2) hours pay at the rate of pay otherwise provided in this Agreement. The callback time must be authorized by the employee's supervisor.

3.5.3 An employee called in to work when not scheduled to work will be required to perform only that work which justified the Call-in and/or Call-back. This task will be specified by the supervisor. The employee will not be required to perform additional routine tasks just to make up the two (2) hours, if the work is completed in less than two (2) hours.

3.5.4 On Call/Stand-by Time

An employee required to be on-call/stand-by during off duty hours shall be compensated \$50.00 per weeknight and \$100.00 per weekend day or holiday. The on-call assignment must be agreed to in advance, in writing, and signed by the employee, supervisor and Associate Dean of Human Resources.

3.6 Shift Differential

3.6.1 An employee who is assigned to work four (4) or more hours outside of the regularly scheduled workday shall be paid a shift differential as described below. An employee who requests to work hours outside of the regular workday shall not receive differential compensation. Employees shall receive only one stipend and in the case of qualification for both swing and graveyard differentials, the employee shall be awarded the graveyard stipend. An employee receiving differential compensation on the basis of work shift shall not lose such compensation if the employee is temporarily, for twenty (20) consecutive working days or less, assigned to a shift not entitled to such compensation.

3.6.2 Regular Workday:

The regular workday is defined as the hours of 8:00AM -5:00PM.

Swing: Swing is defined as hours between 5:01PM and midnight (12:00AM). An employee who is assigned to work four (4) or more hours in at least one shift during swing hours shall be paid a shift differential of \$65.00 per month, pro-rated for part-time employees.

Graveyard: Graveyard is defined as hours between 12:01AM and 7:59AM. An employee who is assigned to work four (4) or more hours in at least one shift during graveyard shift hours shall be paid a shift differential of \$85.00 per month, pro-rated for part-time employees.

3.7 Bilingual Compensation

3.7.1 The District will designate positions requiring the use of Spanish on an as needed basis.

3.7.2 The District will notify MPCEA/CSEA when a position will receive a bilingual stipend.

3.7.3 Qualified employees in designated positions who are required to orally translate in Spanish to English and/or English to Spanish shall receive a monthly stipend of \$50.00. Qualified employees are determined by a district selected and administered examination.

3.7.4 The District reserves the right to reevaluate the payment of this stipend at least once a year.

3.7.5 Employees are expected to provide translation services (if able) on an occasional, casual or incidental basis and are not eligible for additional compensation.

3.8 Overtime

- 3.8.1** All overtime work must be authorized in writing by the employee's immediate supervisor or by a supervisory or management employee with authority to approve overtime, and nothing contained in this Agreement shall be construed to limit the District's right to require overtime or extended hour service of an employee. For positions where it is likely that the employee will be required to work overtime, that will be noted in the job flyer. Overtime shall be assigned on an equitable basis, unless there is an emergency.
- 3.8.2** An employee shall be compensated at the rate of one and one-half (1½) times the employee's regular rate of pay for authorized work accomplished in excess of eight (8) hours per day [or all hours worked in excess of the required workday, in the case of an alternative work schedule].
- 3.8.3** An employee shall be compensated at the rate of one and one-half (1½) times the employee's regular rate of pay for authorized work accomplished in excess of forty (40) hours per week.
- 3.8.4** An employee having an average workday of four (4) hours or more during the workweek who is required by the District to perform work on the sixth (6th) and seventh (7th) day following the commencement of the employee's workweek shall be compensated at a rate equal to one and one-half (1½) times the employee's regular rate of pay.
- 3.8.5** An employee having an average workday of less than four (4) hours during the employee's workweek shall, for any work required by the District to be performed on the seventh (7th) day following commencement of the employee's workweek, be compensated at a rate equal to one and one-half (1½) times the employee's regular rate of pay.

3.9 Overtime Distribution and Compensatory Time

- 3.9.1** The supervisor will attempt to assign overtime on an equitable basis, based on the requirements of the assignment. By mutual agreement between the District and the employee, an employee may take compensatory time off in lieu of cash compensation for overtime at the same ratio as overtime cash payment. Compensatory time shall be taken at a time mutually acceptable to the employee and the supervisor within 12 months after the overtime is worked.
- 3.9.2** When compensatory time off is authorized in lieu of cash compensation, any compensatory leave balance earned as of May 31 which are in excess of 120 hours will be paid out at the end of June payroll or by end of fiscal year. Any hours up to 120 hours will be carried forward to the next fiscal year. An employee may not have more than 240 hours of compensatory time off accumulated at any point in time. All hourly amounts will be pro-rated for part-time employees.

3.10 Holiday Overtime

- 3.10.1** An employee who is required by the District to work on a day designated as a paid holiday in this Agreement shall receive compensation for such work at the rate of one and one-half (1½) times the employee's regular rate of pay in addition to the pay to which the employee is otherwise entitled for the holiday. If the employee works on a holiday and is paid

overtime for working on the holiday, the employee shall not receive an additional day off for the holiday.

3.10.2 When a holiday designated in the Agreement falls on a non-workday for an employee working other than a Monday through Friday schedule, the employee is entitled to a day off with pay at the employee's regular rate for that holiday, to be scheduled with approval of the employee's immediate supervisor.

3.10.3 The District reserves the right to establish a position or class of positions for which employees are required to work exclusively on weekends and holidays, and for which a special salary rate shall be established through negotiations with MPCEA.

3.11 Hourly Calculation

The hourly rate will be calculated by using the formula 173.33 hours/month.

3.12 Campus Closure and Operations Suspended: Compensation

3.12.1 In the event of a natural disaster, utility failure, or other condition that prevents the college from operating, the Governing Board and/or its designee may declare the entire campus closed. Nothing in this agreement shall be construed to limit the District's right to require emergency response service of an employee.

3.12.2 An employee, who is specifically required by the District and authorized by the supervisor to work for a purpose related to the closure, on a day the Governing Board and/or its designee has declared that the entire campus is closed, shall receive compensation for such work at a rate of one and one-half (1½) times the employee's regular rate of pay.

3.12.3 In the event that the entire campus is officially closed, regular employees who are not required to work will be compensated at their regular rate of pay for their regularly scheduled hours.

3.12.4 Employees already in unpaid status or on any leave, whether paid or unpaid, such as sick leave, pregnancy disability leave, or other leaves defined in Article X, shall not be entitled to extra compensation or leave credit while the entire campus is closed.

3.13 Campus Closures with Continued Operations: Compensation

3.13.1 In the event of a campus closure with continued operations, such as a pandemic or other scenarios, the Governing Board or other designees may declare the campus closed but allow operations to continue.

3.13.2 Employees who work when the campus is closed with continued operations may be assigned by the district to their own or another location and/or assignment by mutual agreement between the supervisor and employee at their regular rate of pay. Employees who perform work outside of their normal work assignment shall be compensated in accordance with Section 4.11

3.13.3 An employee who is assigned by the District to work on campus during a campus closure for their regularly scheduled workday for 10 days or more during a monthly pay period may be eligible to receive a monthly Campus Closure stipend of \$100. Positions eligible for Campus Closure stipend will be mutually agreed by the District and CSEA.

3.13.4 See article section 3.12.4

3.14 Committee Release

- 3.14.1** MPCEA members participating in Campus Committees shall be granted necessary release time for those activities. MPCEA Committee members shall provide their immediate supervisors with 24-hour notice of those activities.
- 3.14.2** MPCEA members shall be granted 1 hour per month to attend official MPCEA activities, to be made up within the same pay period.

ARTICLE IV PAY AND ALLOWANCES
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4.1 Salary Schedule

All employees shall be classified and designated a salary service category and step. Employees will earn lateral salary step advancement by a satisfactory completion of a required period of service as described in Section 4.1.1 of this Article. The salary schedule will include six (6) lateral steps with a five (5) percent increase between steps. It shall also include longevity steps as detailed in Appendix A. Salary schedules will be increased annually by the same percentage received by the full-time faculty, effective on the date established by the Board of Trustees. An off-schedule payment of the percentage granted will be paid to classified employees employed on the date of implementation or retired under CalPERS or CalSTRS between July 1 of that fiscal year and the date of implementation, based on gross salary paid from July 1 of that year to the effective date of the increase or retirement.

4.1.1 Step Advancement

New employees hired by the District during the period from July 1 through March 31 shall receive an advancement to Step B on the following July 1. New employees hired during the period from April 1 to June 30 shall receive an advancement to Step B on the second succeeding July 1. Step advancement shall occur on July 1 following the first step advancement.

4.1.2 Current employees hired into new classifications shall receive their next step advancement according to Section 4.1.1

4.1.3 Step Placement

For each two (2) years of previous occupational experience as it relates to the position the employee will hold, one (1) step advancement will be granted, up to maximum of step three (3). This experience must be in addition to the occupational experience needed to satisfy the minimum qualifications of the position for which the employee was hired.

4.2 Regular Rate of Pay

The regular rate of pay for each position shall be in accordance with the service category established for each classification as provided in Appendix A, which is attached hereto and by reference incorporated as a part of this Agreement. The regular rate of pay shall include any authorized shift differential, longevity increment, and professional growth.

4.3 Payroll Deduction

So far as the County Office agrees, regular paychecks of employees shall be itemized to include: regular pay, other pay, gross pay, federal withholding tax, social security deduction, retirement deduction, and other miscellaneous deductions, including health and welfare benefits and CSEA dues.

4.4 Frequency - Regular Payroll

Employees shall be paid at least once a month on or before the last working day of the month.

4.5 Payroll Error

Whenever it is determined that an error has been made in the calculation or reporting in any classified employee payroll or in the payment of any classified employee's salary, the District shall, within five (5) workdays following such determination, provide the employee with a statement of the error. Overpayments to the employee shall be repaid to the District. In cases in which the District has underpaid the employee, the error will be corrected and a supplemental payment made, but in no case will the correction go back more than 3 years.

4.5.1 Payroll Error Repayment to the District

If the payroll error is caught in the current or the following pay period, then it shall be paid back in that pay period. If a payroll error is found in subsequent pay periods, then the employee, MPCEA, and the District shall negotiate a repayment schedule.

4.6 Special Payments

Any payroll adjustment due an employee including, but not limited to vacation pay, working out of class, overtime, additional regular pay, substitute pay, or approved other reasons, shall be paid on the next regularly scheduled payroll due to the employee.

4.7 Lost or Destroyed Checks

4.7.1 A replacement request for any paycheck that is lost or destroyed after receipt by the employee shall be submitted to the Monterey County Office of Education within two (2) business days after the filing of an affidavit by the employee that he/she had received a paycheck which was subsequently lost or destroyed.

4.7.2 Any paycheck not received by the employee shall not be considered to be lost or destroyed until seven (7) calendar days after the date of mailing to the employee or two (2) workdays after date of delivery to the payroll department of the Fiscal Services Office.

4.7.3 After the seven (7) calendar or two (2) workday waiting period, the employee, upon the filing of an affidavit, shall have his/her paycheck replaced as referenced in 4.7.1.

4.8 Salary Schedule Placement Upon Change in Classification

4.8.1.1 An individual employee who is placed in a higher classification shall be placed on the salary schedule as follows:

4.8.1.2 If the service category increase is no greater than two and one-half (2½) percent above his/her service category, the employee shall be placed on the salary step of the new service category that renders as closely as possible a minimum 5% increase in salary.

4.8.1.3 If the service category increase is five (5) percent or more above his/her current service category, the employee shall be placed at the step on the new service category that is five (5) percent higher than his/her salary prior to promotion, or if the five (5) percent falls between steps, the next higher which

exceeds the five (5) percent.

4.8.1.4 When an employee voluntarily accepts a position in a lower classification, his/her placement shall be at the same step as in the former classification.

4.9 Reclassification

When a job class is moved from one salary schedule classification to another, all employees whose positions are allocated to the new service category shall be adjusted according to sections 4.8.1.1 and 4.8.1.2.

4.10 Compensation During Required Training Periods

An employee who is required and directed by the District to attend training sessions shall be compensated at his/her appropriate rate of pay.

4.11 Compensation for Working Out of Classification

An employee assigned to work out of classification for five (5) working days or more within a fifteen (15) calendar day period shall be compensated at the higher classification rate for the entire period required to work out of classification. Compensation will be calculated in accordance with the provisions of 4.8.

4.12 Mileage

Any employee authorized by his/her immediate supervisor to use his/her private vehicle for District business or any employee who is required to use his/her private vehicle for District business as a condition of his/her employment shall be reimbursed at the IRS mileage reimbursement rate. However, adjustments shall not be retroactive and shall be effective on the first day of the month following the month in which the District receives written notice that the IRS mileage reimbursement rate has changed.

4.13 Meals and Lodging

Any employee, who as a result of work assignment must have meals and/or lodging away from the District, may receive an advance for such costs or shall be reimbursed in accordance with District rules and regulations.

4.14 Longevity

Each employee shall be granted a non-cumulative longevity stipend per month as described below beginning in the first month of the employee's eighth (8th) year of continuous employment, and at the beginning of each subsequent fifth (5th) year thereafter up to the maximum. Stipends are pro-rated for part-time employees. A maximum of four (4) longevity stipends will be granted at the beginning of years 8, 13, 18 and 23 of continuous employment. The amounts listed below are the total amounts paid at the designated service period; they are not added together. The maximum longevity stipend, at the beginning of 23 years of service, will be \$360.00 per.

Beginning Year

Total Monthly Increment

Eight (8)	\$60
Thirteen (13)	\$140
Eighteen (18)	\$240
Twenty-three (23)	\$360

As of January 1, 2001, those employees who have earned Longevity Increments will have the actual dollar amount frozen and will continue to receive the actual dollar value of the increment(s). The dollar amount will remain constant until that amount is equal to or less than the longevity increment program amount described above. The employee will then receive the longevity amount available under the new program.

4.15 Uniforms

The District shall provide uniforms, equipment, badges, and the like when required by the District to be worn or used by an employee.

4.16 Medical Examinations

The District shall reimburse an employee for medical examinations and tests not paid by medical insurance and required by the District for continued employment. The District will not reimburse employees for medical examinations required to verify sick leave. If the District reasonably believes that an employee has a physical or psychological problem which may affect his/her ability to perform his/her job, the District has the right to send that employee for a physical or psychological fitness for duty evaluation, at District expense.

4.17 Rate on Appointment from Re-employment List

An employee who is appointed from a re-employment list to a position in his/her former class or a comparable class shall be paid at least the same rate which he/she received during his/her previous employment with the District.

4.18 Children's Center Reduced Day Care Rate

The District agrees to implement a reduced day care rate of 25% less than the full rate for unit members at the Children's Center, effective December 1, 1995.

4.19 "Auditing" Classes

The District shall allow unit members to audit the District credit classes (pursuant to Education Code 76370 - Audit of Courses; Fees; Regulations) without paying the enrollment fee. Other fees will be continued to be paid by unit members, e.g., cost of materials for sculpture classes. Participating unit members must comply with class performance standards and will be evaluated. Unit members auditing classes do not count toward the minimum class size requirement. Transcribed credit will not be granted. A unit member cannot audit a credit class which is full, thereby displacing an enrolled student. Classes audited under this provision do not count for professional growth credit.

ARTICLE V

RECLASSIFICATION

The District and MPCEA believe it is important to maintain a fair and equitable classification system. Decisions about classification shall be made based on the level of duties and responsibilities assigned to the position by the District. Because duties and responsibilities may change over time, the parties agree to a regular system to recognize and update job descriptions and classifications, as well as a mechanism to request a review.

5.1 Reclassification Process

Reclassification is a recognition that a position has evolved through a gradual change in duties, responsibilities, and/or job requirements. It is caused by the change in the nature of the employee's job due to modification of assigned duties, responsibilities and/or job requirements over the course of time, to such an extent that the job description no longer accurately reflects current duties and responsibilities. Reclassifications must be consistent with college goals and objectives.

5.2 Initiating the Reclassification Process

5.6.1 Evaluation

During the annual evaluation process, the employee and his/her supervisor shall review the job description to determine if it accurately reflects the employee's assignment and responsibilities. The employee and supervisor will indicate on the evaluation form if the assignment and classification should be reviewed. If so, a request for reclassification should be submitted.

5.6.2 Reclassification Review

Requests for reclassification may be initiated by the employee and/or supervisor. The Reclassification Committee shall review 10 requests each year. If there are more than 10 requests submitted, the committee shall determine which requests to review based on the merit of the request and the degree of significant change in the job duties and responsibilities. The Committee may unanimously agree to review more than 10 requests per year. Any requests not reviewed in the year submitted, shall have priority to be reviewed the following year. Positions shall not be reviewed for reclassification more frequently than every two years, except in extraordinary circumstances or reorganization. New classifications may be reviewed following a year after its establishment.

5.6.3 Reclassification Application

A completed application shall be submitted to Human Resources. The application shall include:

1. A copy of the current job description with changes by striking out deletions, and highlighting and underlining additions.
2. A completed copy of the Reclassification Questionnaire.
3. Any additional supporting documentation.

5.3 Timeline

August 30	Reclassification request due to Human Resources
September 1 - September 15	Reclassification Committee determines requests to be reviewed Human Resources notifies employee and sends documents to Supervisor
September 16 – September 30	Review of reclassification requests by Supervisor
October 1 – October 15	Review of reclassification request by 1 st level Administrator (Dean or V.P. level)
October 16- – October 31	Review of reclassification requests by 2nd level Administrator (if applicable, V.P. level)
November 1	Completed requests due to Human Resources
November – April 15	Review of reclassification requests by Committee
April 16	Committee completes review and recommendations disseminated to employee and supervisor
April 30	Appeals by employee due to Human Resources
May 15	Appeals and comments by Supervisor due to Human Resources
June 10	Final decision by the District
June	Board Approval (if applicable)
July 1	Implementation

Due to extenuating circumstances, this timeline may be modified by mutual consent between the MPCEA Executive Board and the District. Reclassifications resulting in changes in compensation shall be effective July 1.

5.4 Criteria for basis of reclassification

Recommendations regarding reclassification shall be based on substantial and permanent changes in job duties that affect the degree of the following factors:

1. Required skills, knowledge and abilities
2. Required education and experience
3. Required licenses and certificates
4. Duties and responsibilities
5. Accountability
6. Complexity
7. Supervision given or received
8. Scope and effect
9. Impact of Decisions

5.4.1 Consideration for reclassification may include:

1. A significant change in duties, responsibilities and/or requirements.

2. Duties and assignments are not part of current job description.
3. Duties and assignments are part of a different existing job description.
4. Additional minimum knowledge, skills and/or abilities are needed due to changes in duties responsibilities, and/or requirements.
5. The changes in duties, responsibilities and/or requirements altering the nature and scope of the position.
6. The change in duties has been performed for a significant time period and are expected to continue.
7. The change in duties and responsibilities are regularly and routinely performed and constitute a significant part of the position.
8. Additional years of experience required due to changes in duties and/or responsibilities.

5.4.2 Reasons not considered for reclassification:

1. An increase in the volume of work shall not be the basis for a reclassification.
2. Normal increases in skills, experience and proficiency in the position are addressed by step increases.
3. Temporary assignments are not eligible for reclassification, but may be eligible for out of class pay in accordance with Article 4.11 if requirements are met.
4. Reclassification should not be viewed as a reward for superior service.
5. Changes in duties or assignment are not consistent with college goals and objectives.

5.5 Composition of Committee

5.5.1 The reclassification committee shall be comprised of two MPCEA members appointed by MPCEA; two District members appointed by the Superintendent/President or designee; one MPCEA member jointly approved by MPCEA and the District. All MPCEA members must be from different classifications and efforts shall be made not appoint more than one member from a department. Individuals will serve staggered three year terms. They may be reappointed by their respective organizations for subsequent terms. Two committee members from each MPCEA and the District must be present in order to meet and take action. The District shall grant release time to MPCEA members for serving on this Committee. If a committee member has a conflict of interest, a substitute committee member may be assigned to the committee for only the review pertaining to the conflict.

5.5.2 Conflict of Interest. Any member with a direct conflict shall be excused from the committee. Conflicts include:

1. Any committee member occupying the same classification as one being reviewed.
2. Any committee member who has the responsibility of immediate supervisor of an employee scheduled to be reviewed.
3. Any committee member who is related to an employee scheduled to be reviewed.
4. Any committee member who is scheduled to be reviewed by the committee.

5.6 Committee Review

5.6.1 The committee shall meet according to the timeline to determine which positions shall be reviewed in the current cycle.

5.6.2 Employees shall be notified of the status of applications by the Office of Human

Resources and if the request will be reviewed.

- 5.6.3 The committee shall review each accepted application. If Committee members require additional information for clarification, the Office of Human Resources shall be responsible for communicating to the employee and supervisor.
- 5.6.4 Employees and their supervisors and/or next level administrator may be invited to attend meetings to present and clarify information.
- 5.6.5 The committee review will include a comparison of specific duties, responsibilities, and salary range with related internal classifications. The committee will also consider the relationship of internal classifications from other colleges.
- 5.6.6 The committee will make recommendations based on the criteria listed in Section 5.4.
- 5.6.7 The Committee shall make recommendations by majority vote.
- 5.6.8 The recommendation may include a change in classification, resulting in an increase or decrease of range on the salary schedule. Changes to the job description may occur with no change in classification or range.
- 5.6.9 If a recommendation results in a decrease of range on the salary schedule, the incumbent shall be "Y-rated" at his/her current salary until such time the new salary exceeds the incumbent's salary.
- 5.6.10 The recommendations of the committee, including any revised job descriptions, shall be sent to the employee and supervisor for review.
- 5.6.11 Results of the reclassification review are not subject to the grievance process.

5.7. Third Party Review

The MPCEA Executive Board and the District may mutually agree to hire a third party consultant to perform the review and analysis of the reclassification requests and provide information to the Committee. Factors to consider may include available funding, identification of an appropriate consultant and number of reclassification requests submitted.

5.8. Appeals

If the employee and/or supervisor disagree with the committee's recommendation, an appeal may be filed with the Office of Human Resources according to the timeline. The appeal must be based on new or clarifying information and presented on the appropriate form. Appeals shall be forwarded to the Superintendent/President or designee. The decision of the Superintendent/President shall be final and is not subject to the grievance process. If a recommendation is not appealed, it shall be final.

5.9 Implementation

If the recommendation contains a change in salary, the recommendation will be sent through the negotiations process to determine implementation only. Any recommendations that include salary changes will be submitted for Board approval. Reclassification recommendations affecting a change to the placement on the Classified Salary Schedule shall be implemented according to Sections 4.8 and 4.9 of this agreement.

ARTICLE VI

PROFESSIONAL GROWTH AND STAFF DEVELOPMENT

6.1 Philosophy Statement

There shall be a Professional Development program in place for all classified employees. Professional Development is an organized activity designed to improve performance of employees in the classified service and to provide training for employees to gain new skills and abilities, to broaden their opportunity for promotion, to engage in study and related activities designed to retain and extend the high standards of the classified employees.

6.2 Eligibility

All permanent/probationary employees may participate in the Professional Development and Educational Incentive programs. Probationary employees must satisfactorily complete the probationary period in order to receive the benefits in this article.

6.3 Available Funds and Benefits

6.3.1 The annual funds for the fiscal year shall be evenly budgeted between both fall and spring semesters for the combined Professional Development and the Educational Incentive programs. Any funds remaining from the fall semester shall be added to the amount to be disbursed in the spring semester.

6.3.2 Annual budget for the fiscal year for the two programs shall be \$40,000. On an annual basis, the parties agree to review the terms and the fund budget pursuant to this article.

6.3.3 In the event that the amount of reimbursements for these programs is greater than the semester's budgeted funds, disbursements shall be paid in full for the Educational Incentive program (\$100 per unit) first. Employees applying for reimbursement for Professional Development shall receive a percentage amount proportionate to the remaining funds in the budget. Example: If the remaining funds available for the semester equal 80% of the total amount of reimbursements submitted by employees for the Professional Development program, employees shall receive only 80% of the amount for which they qualify. In no event shall an employee receive over the \$1800 cap per fiscal year for both programs.

6.3.4 The benefit per employee shall be capped at \$1,800 per fiscal year. Employees are eligible to receive benefits from both the Educational Incentive and the Professional Development programs within the \$1,800 cap. The cap shall be pro-rated for part-time employees based on the percentage of hours worked per week. Example: an employee who works 19.5 hours per week is eligible for $.49 \times \$1,800.00 = \882.00 .

6.4 Timeline for Application and Reimbursement

6.4.1 Employees must submit a common application for the Professional Development and Educational Incentive programs. Applications must be completed and received by the Office of Human Resources by the first day of fall and spring semesters as designated by the college calendar for Monterey Peninsula College. Applications for Professional Development must include a copy of an educational plan that has been reviewed and approved by a professional counselor and/or advisor from the accredited post-secondary institution. It is the responsibility of the employee to ensure the application has been submitted by the deadline date.

6.4.2 Employees must submit the completed reimbursement form with all necessary documentation including official transcripts and receipts to the Office of Human

Resources. Reimbursement forms must be submitted within sixty (60) calendar days of the last day of fall and spring semesters as designated by the college calendar for Monterey Peninsula College. Employees shall receive reimbursements in the following 30-60 days after the deadline for submission. Transcripts for eligible courses taken at Monterey Peninsula College may be unofficial, but must be printed on official transcript paper.

6.4.3 For terms, such as quarters and summer that are not aligned with the college calendar, employees shall submit completed applications prior to the beginning of the term for which they are registered. Reimbursement forms must be submitted within sixty (60) calendar days after the last day of the term. Employees shall receive reimbursements according to the two disbursement periods described above.

6.4.4 The application and reimbursement forms may be accessed online at the Human Resources website.

6.5 Educational Incentive Program

Classified employees will be paid a one-time stipend of \$100 per semester unit (or \$67 per quarter unit) for any course completed with a grade of "C" or better or credit (CR) at an accredited post-secondary institution.

6.6 Professional Growth Program

This professional growth program has been eliminated. Unit members who received this benefit prior to June 30, 2005 have been grandfathered and shall continue to receive the benefit for the remainder of their employment.

Under this grandfathered program, employees were granted a salary increment of approximately five (5) percent pursuant to the salary schedule.

6.7 Professional Development Program

6.7.1 To be eligible for the Professional Development Program, employees must submit educational plans which have been reviewed and approved by a counselor and/or advisor outlining coursework leading to a degree or certificate from an accredited post-secondary institution.

6.7.2 Employees may be released up to three (3) hours per week from their regular work schedules. Employees requesting release time must do so at least 30 calendar days in advance of the application deadline date, indicating the hours and days of release time on the application.

6.7.3 The request for release time must be submitted for review and recommendation by the immediate supervisor. The supervisor shall approve or deny the request for release time within ten (10) business days. Supervisors may consider operational needs of the department in reviewing requests for release time and may suggest alternate schedules. All requests for release time, whether approved or denied, shall be reviewed by the appropriate Vice President

6.8 Grievance

Claims of violation, misapplication, or misinterpretation of the provisions of this Article are subject to the grievance procedure. The decision to approve or deny release time shall not be subject to the grievance procedure.

6.9 Staff Development

6.9.1 Eligibility

MPCEA members shall be granted a minimum of eight (8) hours annual release time for professional development activities.

6.9.2 Program

The District, in consultation with the MPCEA, shall coordinate an annual Staff Development Program that offers a variety of training activities that meet the needs of the employees and the District. The training could include such areas as:

- a. Emergency Response Training
- b. Computer Application Training
- c. Conflict Resolution Training
- d. Customer Service Training
- e. District Policies and Procedures Training
- f. First Aid / CPR Training
- g. Shared governance training
- h. Unlawful Discrimination and Title IX Training
- i. Mandated Child Abuse Reporting
- j. Other training appropriate to maintaining and updating profession skills

6.9.3 Participation

Upon approval, the supervisor shall grant release time from regular duties for unit members to participate in training activities. The District and CSEA will each identify two representatives to serve on a task force to collaborate and plan staff development activities for the year.

6.9.4 Funding Access

Classified employees are eligible and may apply for district staff development funding to attend workshops, conferences and seminars authorized by supervisor.

ARTICLE VII

HEALTH AND WELFARE BENEFITS

7.1 General

All insurance programs are subject to carrier requirements for eligibility enrollment and processing of claims. It is agreed that any insurance coverage provided pursuant to this Agreement is subject to the following:

7.1.1 Fringe Benefits

The District agrees to pay the increased cost of existing benefit plans as expressed by the dollar amounts in 7.4. However, any increase in cost over the expressed dollar amount shall not be passed on to the employee without prior negotiations with the Association.

7.2 Fringe Benefits Cost Reduction Committee

CSEA and the District agree to form a committee for the purpose of exploring methods of reducing costs of fringe benefits. The committee shall include in its deliberation changes in the fringe benefit structure, alternative plans, alternative carriers, etc.

The Committee shall be comprised of three (3) CSEA representatives and three (3) District representatives. Representatives from CTA may also be added to the committee so long as CSEA maintains proportionate representation and voting.

7.2.1 Any proposed change of plan administrator, types and levels of benefits shall be negotiated.

7.3 Eligibility

Employees who work thirty (30) or more hours per workweek shall be considered to be eligible to receive the benefits defined in 7.4 of this article. Continued eligibility is dependent upon continued employment at thirty (30) or more hours per workweek in the regular assignment. Temporary assignments are not counted towards eligibility.

Benefit coverage shall terminate on the last day of the third month following the reduction in hours to an assignment of fewer than thirty (30) hours per week of an employee who has served six (6) months with the District. For probationary employees coverage shall terminate on the last day of the month following the reduction in hours below thirty (30) hours per workweek.

Termination of employment due to layoff or resignation for any reason shall terminate fringe benefits on the last day of the month of the employees' severance from the District.

7.4 Insurance

The District shall pay, for the 2017-2018 year, unless otherwise negotiated, the following, comparable, or superior programs of insurance as stated in Articles 7.4.1 and 7.4.2 for all eligible employees and their eligible dependents (pursuant to current eligibility requirements) and those programs of insurance stated in Articles 7.4.3 through 7.4.5 for all eligible employees (pursuant to current eligibility requirements):

7.4.1 \$21,124 annually for medical coverage

7.4.2 \$ 1,382 annually for dental coverage

7.4.3 \$ 124 annually for vision care

7.4.4 \$ 120 annually for life insurance and accidental death and dismemberment insurance

7.4.5 \$ 88 annually for long term disability coverage.

7.5 Benefits Continuation

7.5.1 Leaves

Employees on paid leave are considered to be continuous employees on paid leave. Employees on an approved unpaid leave extending beyond thirty (30) days shall have their fringe benefits terminated for the remaining duration of the leave unless the District agrees to continue such benefits at the time the leave is approved. An employee may continue fringe benefit coverage while on an unpaid leave by paying the full premium coverage including the District's contribution for the duration of the leave.

7.5.2 COBRA

Effective January 1, 1987, in compliance with the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) the District will offer the opportunity to continue group health coverage for thirty-six (36) months to employees' dependents who would lose health coverage because of a divorce, legal separation, or death of the employee. The District shall also offer coverage to dependent children of employees after the child reaches the maximum age for coverage. In addition, the District will offer continuation coverage for eighteen (18) months to employees who are terminated (except if terminated for gross misconduct), voluntarily quit, or have their hours reduced.

The continuation coverage terminates on the earliest of the following dates: when the employer ceases to provide any group health plan to any employee; when the qualified beneficiary fails to make timely payments of the required premium; when the qualified beneficiary becomes covered under another plan or becomes entitled to Medicare benefits. The District will offer this coverage at a charge to the insured of one hundred two (102) percent of the cost of the premium.

7.5.3 Retirement

The level of medical benefits for retirees is the same as that provided to active employees and is subject to change based on negotiations with MPCEA.

7.5.3.1 Notification Requirements

Employees requesting retirement benefits under this section shall notify the Associate Dean of Human Resources thirty (30) days in advance of the date requested for retirement.

7.5.3.2 Subsequent Employment

A unit member who retires under this provision and who subsequently obtains employment outside of the District with an employer that provides health insurance shall be required to terminate health coverage provided by the District. If the retiree ends such other employment within five (5) years, District health insurance coverage shall be reinstated upon the request of the retiree. The retiree shall be required to undergo a physical examination at his/her cost, by a District appointed physician to determine pre-existing conditions prior to reinstatement of health insurance coverage. Any pre-existing conditions shall be subject to plan limitations. The District may

require periodic certification from the retiree that alternative health coverage has not been provided by another employer.

7.5.3.3 Potential Renegotiation

Unit members retiring under the provisions stated herein shall be considered continuing employees for the sole and limited purpose of the benefits cited herein.

7.5.3.4 Employees Hired Before January 1, 2000

An employee who retires under the age of sixty-five (65) with at least ten (10) years of classified service with the District and who retires under a public financed retirement system will be covered by the District's medical insurance policy as described below. For purposes of this section, the age of the employee means the fiscal year in which the birthday occurs.

7.5.3.4.1 Medical Benefits Prior to Age 65

Retirees will be covered by the District's medical insurance policy at District expense until the retiree reaches the age of sixty-five (65) or until death, whichever is earlier. Eligible dependents of such retiree shall also be covered with the medical insurance until the retired employee reaches age sixty-five (65) or until the retiree's death, whichever is earlier.

7.5.3.4.2 Medical Benefits After Age 65

Coverage shall be provided for retiree and spouse as follows:

7.5.3.4.2.1 For each year prior to age sixty-five (65) that an employee retires, health insurance shall be provided by the District for an additional five (5) years beyond age sixty-five (65).

7.5.3.4.2.2 Such insurance shall not extend beyond the life of the employee.

7.5.3.4.2.3 Such insurance shall be coordinated with Medicare.

7.5.3.4.2.4 The district shall pay a maximum of \$125.55 per month for such coverage, but the employee may pay any additional amount that is required to continue such coverage.

7.5.3.5 Employees Hired January 1, 2000 through December 31, 2003

An employee who retires under the age of sixty-five (65) with at least ten (10) years of classified service with the District and who retires under a public financed retirement system will be covered by the District's medical insurance policy as described below. For purposes of this section, the age of the employee means the fiscal year in which the birthday occurs.

7.5.3.5.1 Medical Benefits Prior to Age 65

Retirees will be covered by the District's medical insurance policy at District expense until the retiree reaches the age of sixty-five (65) or until death, whichever is earlier. Eligible dependents of such retiree shall also be covered with the medical insurance until the retired employee reaches age sixty-five (65) or until the retiree's death, whichever is earlier.

7.5.3.5.2 Medical Benefits After Age 65

Coverage shall be provided for retiree and spouse as follows.

7.5.3.5.2.1 Coverage shall terminate at retiree's age of seventy-two (72).

7.5.3.5.2.2 Such insurance shall not extend beyond the life of the employee.

7.5.3.5.2.3 Such insurance shall be coordinated with Medicare.

7.5.3.5.2.4 The District shall pay a maximum of \$125.55 per month for such coverage, but the retiree may pay any additional amount that is required to continue such coverage.

7.5.3.6 Employees Hired After December 31, 2003

An employee who retires under the age of sixty-five (65) with at least fifteen (15) years of classified service with the District and who retires under a public financed retirement system will be covered by the District's medical insurance policy as described below. For purposes of this section, the age of the employee means the fiscal year in which the birthday occurs.

7.5.3.6.1 Medical Benefits Prior to Age 65

Retirees will be covered by the District's medical insurance policy at District expense for ten (10) years, or until the employee reaches the age of sixty-five (65) or until death, whichever is earlier. Eligible dependents of such retiree shall also be covered with the medical insurance for ten (10) years or until the retired employee reaches age sixty-five (65) or until the employee's death, whichever is earlier.

7.5.3.6.2 Medical Benefits After Age 65

No retiree benefits are available beyond age sixty-five (65).

7.5.3.7 Disability Retirement

An employee with at least five (5) years of service in the District, when retired for medical disability, shall be covered by the District's medical insurance policy until the employee reaches the age of sixty-five (65), or to the date of his or her death, whichever is earlier. The employee's eligible dependents will be

covered by the medical insurance policy until the employee reaches age sixty-five (65), or to the date of his or her death, whichever is earlier.

Coverage under this section requires that the retiree and/or dependent(s) enroll in Medicare Part "A", when first eligible through Social Security. Additionally, it is required that all retirees and/or dependent(s) enroll in Medicare part "B" upon becoming eligible.

If the employee is rehabilitated and subsequently obtains employment outside of the District with an employer that provides health insurance, the employee shall be required to terminate health insurance coverage provided by the District.

The District may require periodic certification from the employee that alternative health insurance coverage has not been provided by another employer.

7.5.3.8 Re-employment at MPC

Personnel who are credentialed and competent to serve on the academic staff may be employed to age sixty-five (65) so long as the District has need for their services and determines that they are competent to serve on the academic staff. Personnel may also be employed during an emergency to prevent stoppage of public business or because the retired employee has skills needed in performing specialized work of limited duration. The retired person's rate of pay shall be at the appropriate hourly rate with the number of working days not to exceed ninety (90) days. The total amount paid shall not exceed the maximum amount allowed by provisions of OASDHI. The rate of pay for such employment shall be not less than the minimum, nor exceed that paid by the District to other employees performing comparable duties.

7.6 Parking

Staff parking permits for bargaining unit members will be provided by the District at no charge.

7.7 Retiree Entitlements

Retired Bargaining Unit members who have served a minimum of ten years at Monterey Peninsula College shall receive the following benefits:

7.7.1 Staff Parking Permit provided by the District at no charge.

ARTICLE VIII

HOLIDAYS

8.3 Scheduled Holidays

The following days shall be scheduled as paid holidays for employees:

Labor Day

Veterans Day

Thanksgiving (Thursday/Friday)

*Christmas Holiday

Martin Luther King, Jr. Day

Lincoln's Birthday

Washington's Birthday

Memorial Day

Independence Day

*Christmas Holiday consists of seven (7) paid holidays including Christmas Eve Day, Christmas Day, New Year's Eve day (½ day), New Year's Day and three and one-half additional days (in lieu of Admission Day, Spring Holiday (½ day), Cesar Chavez Day and Periodic Holiday) scheduled between Christmas Eve Day and New Year's Day. The District shall be closed for all days between Christmas and New Year's. Employees shall use vacation or compensatory time for those days that the use of these holidays does not cover. Nothing in this section shall prevent the District from requiring individuals to work during the holiday/leave period. The above holidays will be as indicated unless the academic calendar is changed to require the services of the classified unit. If such a change is made, the District will negotiate with CSEA to reschedule the holidays.

8.2 Upon the District approval of a 16 week academic year calendar, the following days shall be scheduled as paid holidays for employees:

- Cesar Chavez Day
- Labor Day
- Admissions Day (observed in Winter Holiday)
- Native American Commemorative Day
- Veterans Day
- Thanksgiving (Thursday/Friday)
- Winter Holiday (all days beginning with Christmas Eve Day to New Year's Day; in lieu of Admission Day, Spring Holiday (½ day), and Periodic Holiday)
- Martin Luther King, Jr. Day
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day

The above holidays will be as indicated unless the academic calendar is changed to require the services of the classified unit. If such a change is made, the District will negotiate with CSEA to reschedule the holidays.

8.3 Declared Holidays

Each day declared by the President, or the Governor of this State, as a public fast, Thanksgiving, or holiday that requires the closing of the California Community Colleges or any day declared as a holiday by the Monterey Peninsula Community College Governing Board shall be a paid holiday. If the holiday is established by the President, Governor, or District as a recurring holiday and if the holiday falls on a Saturday or Sunday in succeeding years, it shall be taken on the workday preceding the holiday when it falls on Saturday and shall be taken on the workday succeeding the holiday when it falls on Sunday.

8.4 Holiday Eligibility

An employee must be in paid status on the working day immediately preceding or succeeding the holiday and be regularly scheduled to work on the day designated as the holiday to be paid for the holiday, except as defined in 8.3.1 and 8.3.2. Employees will be compensated with holiday pay for the number of hours regularly scheduled to work on the day designated as a holiday.

8.4.1 Employees who are not normally assigned to duty during the scheduled holidays of Christmas Day, Christmas Eve, New Year's Day, and New Year's Eve when these days are identified as paid scheduled holidays in this Agreement shall be paid for those holidays, provided the employees were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding those holidays. Employees not normally assigned to work on these designated holidays will be compensated according to the following formula: number of regularly scheduled weekly hours divided by 5.

8.4.2 An employee who is scheduled to work 40 hours/week OR a 5 days/week workweek other than Monday through Friday, and as a result loses a holiday to which he or she would otherwise be entitled, shall be entitled to a substitute holiday scheduled with the approval of the employee's immediate supervisor or to compensation in the amount to which the employee would have been entitled had the holiday fallen within his or her normal work schedule. Any additional compensation due will be processed according to the provisions of 4.6.

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ARTICLE IX

VACATION PLAN

9.1 Eligibility

All probationary and permanent employees shall earn paid vacation time as specified under this article. Earned vacation shall not be used until completion of the initial six (6) months of District employment. The purpose of vacation leave is to enable each employee annually to return to his or her work mentally and physically refreshed. Vacation is not to be accumulated for the purpose of payment upon retirement.

9.2 Paid Vacation

Except as otherwise provided in this article, paid vacation shall normally be granted no later than the fiscal year immediately following the fiscal year in which it is earned.

9.3 Accumulation

Full-time (40 hours/week) employees shall earn vacation on a monthly basis in accordance with the following schedule:

9.3.1 From the first month through the third (3rd) year of service, vacation time shall be earned and accumulated at the rate of 1 day (8 hours) vacation for each month of service, not to exceed twelve (12) days per fiscal year.

9.3.2 Commencing with the fourth (4th) year through the fifth (5th) year of service, vacation time shall be earned and accumulated at the rate of 1.16 day (9.33 hours) vacation for each month of service, not to exceed fourteen (14) days per fiscal year.

9.3.3 Commencing with the sixth (6th) year through the seventh (7th) year of service, vacation shall be earned and accumulated at the rate of 1.33 days (10.67 hours) vacation for each month of service, not to exceed sixteen (16) days per fiscal year.

9.3.4 Commencing with the eighth (8th) through the ninth (9th) year of service, 1.58 days (12.67 hours) of vacation shall be earned for each month of service, not to exceed a maximum of nineteen (19) days per fiscal year.

9.3.5 Commencing with the tenth (10th) and subsequent year of service, 1.75 days (14 hours) of vacation shall be earned for each month of service, not to exceed twenty-one (21) days per fiscal year.

9.3.6 For less than full-time employees, vacation benefits shall be earned in the proportion that the assignment bears to a full-time and twelve (12) months/year.

9.3.7 An employee, whose start date is other than the first working day of the month, shall earn vacation on a pro-rata basis for that month.

9.4 Vacation Pay

Pay for vacation days shall be at the same regular salary rate as that which the employee would have received had he/she been in a working status.

9.5 Vacation Pay Upon Termination

Upon termination from District service, the employee shall be entitled to compensation for all earned and unused vacation accrued up to the effective date of termination.

9.6 Vacation Accrual

9.6.1 Annual vacation leave should be taken within the 12-month period in which vacation is earned. With written authorization from the immediate supervisor, vacation may be carried over for a 12-month period following the year in which the vacation is earned. However, effective July 1, 2009, at no time may an employee have a total balance of vacation days in excess of 2.75 times his or her current annual accrual rate. This amount will be considered the employee's maximum accrual. When an employee's total balance is 2.75 times his or her annual accrual rate, the employee ceases to earn vacation until the accrued vacation is less than the maximum accrual. For example, an employee who earns ten (10) days of vacation should use those vacation days during the year in which they are earned. If the employee has not used any vacation days during a 2.75 year period, the employee will not earn vacation during the following year until the balance of vacation days becomes lower than 2.75 times the annual accrual rate. That is, at no time will an employee who has worked for the District less than four (4) years accrue more than thirty-three days of vacation. The maximum vacation accrual will be reduced to 2.5 times the employees accrual rate effective July 1, 2010; and 2.25 times the employee's accrual rate effective July 1, 2011.

9.6.1.1 Sixty (60) days prior to reaching the maximum accrual rate, the employee may request to take vacation that will lower him/her below the maximum accrual amount. The employee must be able to justify why vacation was not taken. Requests will be granted or denied within 2 college business days.

9.6.1.2 If the request is granted, the employee will take the vacation within the remaining days after approval, and before the maximum accrual rate is reached.

9.6.1.3 Less than 12-month Children's Center employees who are denied the opportunity to take vacation during the work year shall be compensated for all earned vacation at the end of their designated work year. Said employees shall take vacation during Spring recess.

9.6.2 If an employee can demonstrate that the employee has been prevented by his/her supervisor from using all or part of their vacation during the three-year period, the District shall pay the employee a total sum equal to the accrued vacation up to the maximum accrual. The employee shall apply for this compensation on the District form, which shall include the signature of the employee's supervisor. The District shall provide each employee with a written statement of his/her accrued vacation time through June 30 by October 1 of each year. The District shall have a form available for use by the employee to indicate the carryover of vacation time up to the maximum accrual rate, if any.

9.6.3 When an employee's vacation becomes due during a period when he/she is on a paid leave, he/she may request his/her previous scheduled vacation period be changed to another period, subject to approval by the employee's immediate supervisor. If rescheduling is not agreeable by either party, the affected employee may elect to carry the vacation over to the maximum accrual rate or be paid by the District.

9.6.4 An employee who plans to take vacation beyond twenty (20) days in one calendar year must obtain approval from both the appropriate supervisor and the Associate Dean of Human Resources.

9.7 Holidays

When an unscheduled holiday(s) occurs during the scheduled vacation of an employee, the employee shall receive regular pay for the holiday(s) which occur; and the employee's previously scheduled vacation period shall end on the date originally scheduled, and the unused vacation days shall be rescheduled.

9.8 Vacation Scheduling

9.8.1 Vacations shall be scheduled at times requested by employees with advanced approval of the employee's immediate supervisor. Supervisors will inform employees within 2 college business days of their request as to whether or not the vacation time is approved.

9.8.2 Vacation leave requests are considered for approval on a first come first serve basis. If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest District seniority shall be given his/her preference only when the requests are submitted at the same time.

9.9 Interruption of Vacation

An employee shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the employee supplies acceptable notice and supporting information regarding the basis for such interruption or termination.

9.10 Vacation earned and accrued prior to July 1, 1996 shall not be affected by provision 9.6. Earned and accrued vacation as of July 1, 1996 is a vested benefit that employees can use for vacation or for which employees shall be compensated at the time of termination.

ARTICLE X

LEAVES

10.1 Reporting

10.1.1 An employee absent for any reason covered by the provisions of this article shall notify his/her immediate supervisor and failing that, shall notify another management person in his/her department or facility of his/her intent to be absent, not later than one (1) hour after his/her scheduled reporting time and indicating the nature of the absence. Persons absent because of illness or injury shall inform their supervisor as to when they expect to return to work.

10.1.2 Any foreseeable leaves of absence shall be requested and approved in advance on appropriate District forms and with the written approval of the employee's immediate supervisor.

10.1.3 Any employee absent on account of illness or injury, upon his/her return to work shall file with the payroll department of the Fiscal Services Office:

a. A doctor's verification of illness or injury, or

b. A written statement to the effect that he/she was ill or injured and was self-treated, or

c. A written statement to the effect that he/she was ill or injured and was treated by the practice of the religious sect, denomination, or organization to which he/she belongs.

10.1.4 The District shall provide all forms necessary for reporting purposes.

10.1.5 The District may investigate an absence in order to verify an employee's statement. This investigation may include the District requiring an employee to undergo a physical examination by a physician approved by the District.

10.1.6 Employees absent due to surgery, serious illness, or absent for more than five (5) consecutive workdays may be required to submit a medical release to the supervisor and Office of Human Resources prior to being permitted to return to work.

10.1.7 Return to Work after Extended Illness or Industrial Accident

An employee who has been on Industrial Accident or Illness Leave, or who has suffered any other injury or has experienced any other extended illness, must provide a physician's or chiropractor's verification of fitness to return to work.

If there is concern about the safety or aggravation of an injury of the returning employee due to physical limitation or work conditions as regards the full duties of that employee, even in the presence of such verification, the supervisor, the College Nurse or the Office of Human Resources may request that the employee be reexamined by a physician or chiropractor of District approval at District expense. The date, time and precise nature of the physician contact and response must be noted in writing at the time of the contact. This notation will become part of the employee's confidential health record on campus.

10.2 Sick Leave

10.2.1 Employees employed forty (40) hours per week, twelve (12) months per fiscal year shall be entitled to twelve (12) days leave of absence for illness or injury earned at the rate of one

(1) day per month. The District shall provide each employee with a written statement of his/her accrued sick leave on an annual basis.

- 10.2.2** Employees employed less than forty (40) hours a week and/or less than twelve (12) months a year are entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months worked per year bears to twelve (12) months and the number of hours worked per week bears to forty (40) hours.
- 10.2.3** No overtime worked shall apply towards earning sick leave.
- 10.2.4** A new employee shall commence to accrue sick leave upon employment.
- 10.2.5** Pay for any day of sick leave shall be the same as the pay which would have been received, had the employee served during the workday exclusive of overtime.
- 10.2.6** Credit for annual sick leave need not be accrued prior to taking such sick leave by the employee and such sick leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days or the proportionate amount to which they may be eligible under paragraph 10.2.2 above, until the first day of the calendar month after completion of six (6) months of service with the District.
- 10.2.7** Sick leave may be accumulated indefinitely from year to year without limitation. (*“Any classified employee of a community college district, school district, or county superintendent of schools who has been employed for a period of one calendar year or more... and who subsequently accepts employment with a community college district or county superintendent of schools within one year... shall have transferred with him or her to the employing community college district or county superintendent of schools the total amount of earned leave of absence for illness or injures...”* – Per Ed Code, Section 88202).
- 10.2.8** Sick leave may be used for visits to medical doctors, dentists, podiatrists, optometrists, oculists, chiropodists, chiropractors, psychiatrists, hypnotists, psychologists, acupuncturists, physical therapists, Christian Science Practitioners and other recognized religious sects, organizations, or denominations which practice healing arts. Such leave shall be reasonably scheduled so as to interfere as little as possible with the operations of the District and shall be of reasonable duration.
- 10.2.9** An employee shall earn sick leave only while in active employment or on paid leave.
- 10.2.10** Upon separation from service with the District, any days or hours of sick leave taken in excess of that to which entitled shall be deducted appropriately from the employee's final pay with the deduction identified.

10.3 Industrial Accident or Illness Leave

In addition to any other benefits that an employee may be entitled to under the Workers' Compensation Laws of this State, employees shall be entitled to the following benefits:

- 10.3.1** An employee who has served the District for six (6) months and who suffers an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a paid leave of up to a maximum of sixty (60) working days in any one (1) fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

- 10.3.2** Industrial accident or illness leave will commence on the first day of absence.
- 10.3.3** Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation Laws of this State, exceed the normal wage for the day.
- 10.3.4** Industrial accident or illness leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under worker's compensation.
- 10.3.5** The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, all earned sick leave shall be used. Then, vacation or other paid leave to which the employee is entitled may be used. If, however, an employee is still receiving temporary disability payments under the Workers' Compensation Laws of this State at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation or other accrued paid leave which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.
- 10.3.6** The District shall integrate the District-paid Salary Continuance Insurance Plan with the industrial accident and illness leave.
- 10.3.7** During such leave the District will pay the employee his/her regular day's wage, and the employee shall endorse the Workers' Compensation checks to the District. Normal authorized deductions will be deducted from the pay warrant.
- 10.3.8** During absence due to industrial accident, the employee shall remain in the State of California, or he/she will inform the college President or his designee before leaving.

10.4 Entitlement to Extended Sick Leave

The District shall integrate a Salary Continuance Plan with the other sick leaves provided in this section.

- 10.4.1** The employee shall once a year be credited with one hundred (100) working days of paid sick leave, including days to which he/she is entitled under section 10.2 and 10.3 above. This is not cumulative from year to year. The first day of paid service shall be used for determining a year of employment. Entitlement to other sick leave shall be for an illness or injury that extends for five (5) or more consecutive workdays.
- 10.4.2** Not more than one hundred (100) days may be used for the same illness or injury and not more than one hundred (100) days may be used in any one-year of employment.
- 10.4.3** The 100 days run concurrent with current and accrued sick leave, excluding industrial accident leave, all other paid leaves, paid holidays, days of paid vacation, and compensating time.
- 10.4.4** An employee absent due to industrial accident or illness shall first use available leave per 10.3 above.
- 10.4.5** After an employee has exhausted his/her total accumulated regular sick leave, he/she shall receive 50% of his/her regular salary for the duration of the leave period provided under this section.

10.5 Extended Accident or Illness Leave

- 10.5.1** An employee who has exhausted all entitlement to sick leave, vacation, compensatory time, or other available paid leave and is unable to return to his/her duties because of industrial or non-industrial accident or illness, may be granted additional leave, paid or unpaid, at the discretion of the District.
- 10.5.2** Additional leave granted by the District under this section may not exceed six (6) months in a period but may be renewed for two (2) additional six (6) month periods or such lesser leave periods as it may provide but not to exceed a total of eighteen (18) months.
- 10.5.3** The decision to grant an extended leave under this section is not grievable by the provisions of this Agreement.

10.6 Status of Employee Following Exhaustion of Accident or Illness Leave

- 10.6.1** If, at the conclusion of all approved leaves of absence, paid or unpaid, the employee is still unable to assume the duties of his/her position, the employee shall be placed on a re-employment list for a period of thirty-nine (39) months and shall notify the District in writing when he/she is available to assume the duties of his/her position.
- 10.6.2** At any time during the prescribed thirty-nine (39) months, the employee shall be re-employed in the first vacancy in the classification of his/her previous assignment. His/her re-employment will take preference over all other applicants except those laid off for lack of work or funds as provided for under Education Code Section 88117 in which case he/she shall be ranked according to his/her proper seniority.
- 10.6.3** The District shall have the responsibility for notifying employees on the re-employment list of vacancies by first class mail using the most recent address on file. If the employee does not apply within 15 days after the postmarked date on the District's notice, the employee waives any right to re-employment.

Any employee on a re-employment list may apply for and accept any position vacancy within the District and retain his/her right, as specified in paragraphs 10.6.1 and 10.6.2 to the first opening in the employee's former classification.
- 10.6.4** Upon the employee's resumption of duties with the District, he/she shall be fully restored as a permanent employee.

10.7 Quarantine

An employee shall receive his/her regular salary when quarantined by U.S. city or county health officers because of another's illness.

10.8 Personal Necessity Leave

A maximum of seven (7) days of annual earned sick leave may be used during any fiscal year by the employee, at his/her election, in cases of personal necessity for any of the following:

- 10.8.1** The death of a member of the employee's immediate family when additional leave is required beyond that provided in the bereavement leave provisions of this Agreement. (Immediate family includes those members of the family as defined in 10.9.1)
- 10.8.2** Accident, involving the employee's person or property, or the person or property of a member of the immediate family (Immediate family includes those members of the family as defined in 10.9.1)

- 10.8.3** Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
- 10.8.4** Conduct of any personal business, household, or family matter which requires the absence of the employee during normal working hours and when such absence is approved by the immediate supervisor.
- 10.8.5** Unit members employed for less than 40 hours per week, and/or less than twelve (12) months a year are entitled to that proportion of seven (7) days sick leave as the number of months worked per year bears to twelve (12) months and the number of hours worked per week bears to forty (40) hours. Pay on any day of absence for personal necessity leave shall be the same as if the employee had worked on that day.

10.9 Bereavement Leave

- 10.9.1** An employee shall be granted leave, not to exceed three scheduled working days, at the employee's regular rate of pay, for the death of a member of the immediate family which occurs within California, and not to exceed five (5) days if travel outside California is required. Members of the immediate family means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse, spouse, son, son-in-law, daughter, daughter-in-law, brother, sister of the employee, or any relative living in the immediate household of the employee.
- 10.9.2** Bereavement leave to attend the funeral of a close friend or relative, not a member of the immediate family, may be granted by the District, at the sole discretion of the District. This leave is not to exceed one-half (1/2) day if the funeral is in the District or one (1) day if the funeral is out of the District.

10.10 Pregnancy Disability Leave

- 10.10.1** Female employees are entitled to use sick leave rights granted under other sections of this article for disabilities caused or contributed to by abortions, pregnancy, miscarriage, childbirth, and recovery there from. Such leave shall not be used for preparation for child bearing, childcare, or child rearing, but shall be limited to those disabilities as set forth above.
- 10.10.2** A female employee who is pregnant may work until such time as determined by her physician that it is no longer safe for her to continue working. After childbirth, she may return to work after obtaining a written statement from her physician that she is physically well enough to resume work.
- 10.10.3** The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician; however, the District may require a verification of the extent of the disability through consultation with the employee's physician.
- 10.10.4** Upon being declared physically able to resume work by her physician, the employee ceases to be covered under sick leave rights.

10.11 Paternity Leave

A male or registered domestic partner employee shall be allowed five (5) days of leave with pay at the time of birth of his/her child and/or at the time of discharge from the hospital. Such leave shall be deducted from the employee's earned sick leave.

10.12 Child Bearing/Child Rearing Leave

10.12.1 Female employees may be granted a leave of absence without pay during the child bearing period prior to being temporarily disabled as a result of the pregnancy. Female employees and male employees may be granted a leave of absence without pay during the child-rearing period, and/or during the child-rearing period following the temporary disability resulting from childbirth.

10.12.2 Such leave without pay shall not exceed one (1) year in duration, including any paid leave for pregnancy disability and any leave taken under the provisions of the Family and Medical Leave Act. The District may extend the leave at its sole discretion.

10.13 Family and Medical Care Leave

In accordance with the Federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), the District will provide family and medical care leave for eligible employees, as defined.

10.13.1 Definitions

10.13.1.1 12-Month Period - means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.

10.13.1.2 Child - means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes, a biological, adopted, foster or stepchild.

10.13.1.3 Serious Health Condition - means an illness, injury impairment, or physical or mental condition that involves:

- a. Any period of incapacity or treatment in connection with a hospital, hospice or residential medical care facility;
- b. Any period of incapacity requiring absence from work, of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider;
- c. Continuing treatment of a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; or
- d. Prenatal care by a health provider.

10.13.1.4 Continuing Treatments - means:

- a. Two or more visits to a health care provider;
- b. Two or more treatments by a health care practitioner (e.g., physical therapist) on referral from or under the direction of a health care provider; or
- c. A single visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider.

10.13.2 Employees Eligible for Leave

An employee is eligible for leave if the employee:

- a. Has been employed for at least 12 months; and
- b. Has been employed for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

10.13.3 Reasons for Leave

Leave is only permitted for the following reasons:

- c. The birth of a child or to care for a newborn of a unit member;
- d. The placement of a child with a unit member in connection with the adoption or foster care of a child;
- e. Leave to care for a child, parent or a spouse who has a serious health condition; or
- f. Leave because of a serious health condition that makes the unit member unable to perform the functions of his/her position.

10.13.4 Amount of Leave

Eligible unit members are entitled to a total of 12 workweeks of leave during any 12-month period. A unit member's entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement.

The 12-month period for calculating leave entitlement will be a "rolling period" measured backward from the date leave is taken and continues with each additional leave day taken. Thus, whenever a unit member requests leave, the District will look back over the previous 12-month period to determine how much leave has been used in determining the amount of leave a unit member is entitled to.

10.13.5 Unit Member Benefits While on Leave

Leave under this article is unpaid. In addition, while on leave, unit members will continue to be covered by the District's medical, dental and vision plans. However, unit members will not continue to be covered under life insurance and/or any other non-health benefit plans. Unit members may make the appropriate contributions for continued coverage under the preceding benefit plans by direct payments made to these plans. Unit member contribution rates are subject to any change in rates that occurs while the unit member is on leave.

If a unit member fails to return to work after his/her leave entitlement has been exhausted or expires, the District shall have the right to recover its share of plan premiums for the entire leave period, unless the unit member does not return because of the continuation, recurrence, or onset of a serious health or other condition which would otherwise entitle the unit member to family leave. The District shall have the right to recover premiums through deduction from any sums due the unit member (e.g., unpaid wages, vacation pay, etc.).

10.13.6 Use of Other Leaves While On Leave

If a unit member uses leave for any reason permitted in Section 10.13.3, he/she must concurrently exhaust all other leaves (except sick leave) in connection with the leave. The exhaustion of other leaves will run concurrently with the leave.

If a unit member requests leave for his/her own serious health condition, in addition to concurrently exhausting other leaves, the unit member must also concurrently exhaust sick leave.

10.13.7 Medical Certification

Unit members who request leave for their own serious health condition or to care for a child, parent or a spouse who has a serious health condition must provide written certification from the health care provider of the individual requiring care. If the leave is requested because of the unit member's own serious health condition, the certification must include a statement that the unit member is unable to perform the essential functions of his/her position.

If the District has reason to doubt the validity of a certification, the District may require a medical opinion of a second health care provider chosen by the District, at District expense. If the second opinion is different from the first, the District may require the opinion of a third provider jointly approved by the District and the unit member, at District expense. The opinion of the third provider will be binding.

If a unit member requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition, the unit member must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.

10.13.8 Unit Member Notice of Leave

Although the District recognizes that emergencies arise which may require unit members to request immediate leave, unit members are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least 30 days notice is required. In addition, if a unit member knows that he/she will need leave in the future, but does not know the exact date(s) (e.g., for the birth of a child or to take care of a newborn), the unit member shall inform his/her supervisor as soon as possible that such leave will be needed.

10.13.9 Reinstatement Upon Return From Leave

Upon expiration of leave, a unit member is entitled to be restored to the position of employment held when the leave commenced, or to an equivalent or comparable position.

As a condition of restoration of a unit member whose leave was due to the unit member's own serious health condition, which made the unit member unable to perform his/her job, the unit member shall obtain and present a fitness-for-duty certification from the health care provider that the unit member is able to resume work. Failure to provide such certification will result in denial of restoration.

10.13.10 Required Forms

Unit members must fill out the following applicable forms in connection with leave under this article:

- g. Request for Family or Medical Leave Form prepared by the District to be eligible for leave;
- h. Medical certification - either for the unit member's own serious health condition or for the serious health condition of a child, parent or spouse;
- i. Authorization for payroll deductions for benefit plan coverage continuation; and
- j. Fitness for duty to return from leave certification.

10.14 Family Care Leave

Per California Labor Code 233, employee shall be entitled to use 50% of the amount of his/her accrued annual sick leave each fiscal year to attend to the illness of a child, parent, spouse or domestic partner of the employee. Such leave shall be taken from the available sick leave of the employee. This leave does not extend the benefits provided under Article 10.13, Family and Medical Care Leave. This leave entitlement is in addition to any available Personal Necessity Leave under 10.8

10.15 Military Leave

Employees shall be granted any military leave to which they are entitled under law. Employees shall be required to provide the District a copy of military orders upon request.

10.16 Training and/or Retraining Leave

10.16.1 Employees may be granted leave with or without pay not to exceed one (1) year for the purpose of training or retraining.

10.16.2 The District may prescribe the standards of service which permit such leaves.

10.16.3 Any leave of absence granted under this section shall not be considered a break in service.

10.16.4 Employees on leave under this section shall not earn sick leave, vacation, or other benefits provided for under this Agreement.

10.17 Jury Duty

10.17.1 A leave of absence for an employee to serve on a jury shall be granted with no loss of pay provided the employee reimburses the District in the amount of any fee(s) received from the court. Upon presentation of the check stub to the payroll officer, the employee may retain that portion of the fee that is designated as the mileage allowance. Leave for such absence requires an excuse signed by the court.

10.17.1.1 For an employee whose assignment is outside a regular workday, the District will temporarily adjust the employee's work schedule to a regular workday shift for the duration of the jury duty term (Article 3.1.1 shall not apply). There must be a minimum of 12 hours from the end of the jury duty term to the return of the employee's normal work schedule. Hours missed for this reason will be credited as jury duty.

10.18 General Leaves

An employee may be granted a leave on a paid or unpaid basis at any time at the sole discretion of the Governing Board upon proper application and request by the employee through the employee's immediate supervisor and College Business Office. An employee returning from a leave of absence granted under this section of this article shall notify the College Business Office of his/her intent to return at least two weeks before the expiration of the leave when that leave was thirty (30) calendar days or longer. This section is not subject to the grievance procedures included in this Agreement.

10.18.1 Leaves of Absence Without Pay

Employees do not accrue sick leave or vacation while in unpaid status.

10.18.1.1 Approved Leaves of Absence Without Pay

Upon request by the employee on the appropriate district form, a leave without pay may be granted at the sole discretion of the District. This section is not subject to the grievance procedures included in this agreement. Leaves

without pay granted in a fiscal year under this section are subject to the following:

Up to 10 days in a fiscal year: must be recommended by the supervisor and approved by the appropriate vice president and the Associate Dean of Human Resources.

Over 10 days in a fiscal year: must be recommended by administration and approved by the Board of Trustees.

Over 22 days in a fiscal year: Employees will be charged proportionately for health and welfare benefits. The percentage charged to the employee will be based on the number of hours taken without pay divided by 173.33 (the average number of working hours in a month). Payment for benefits will be automatically deducted from paychecks over the succeeding twelve (12) months. The employee will be notified by the District if this becomes necessary. (Note: See Article 7.5.1 regarding benefits for employees on continuous leaves longer than 30 calendar days.)

10.18.1.2 Unexcused Leaves of Absence Without Pay

Leaves of absence without pay which are not approved per the above procedures are unexcused leaves of absence. Unexcused leaves of absence totaling more than three (3) days in a fiscal year are considered excessive absenteeism for the purpose of Article 13.1.1.17. Excessive absenteeism in a second subsequent fiscal year is considered chronic absenteeism.

Over 10 days in a fiscal year; Employees will be charged proportionately for health and welfare benefits. The percentage charged to the employee will be based on the number of hours taken without pay divided by 173.33 (the average number of working hours in a month). Payment for benefits will be automatically deducted from paychecks over the succeeding three (3) months. The employee will be notified by the District if this becomes necessary.

10.19 Break in Service

10.19.1 No absence under any paid leave provisions of this article shall be considered a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

10.19.2 No period of District approved unpaid leave of less than sixty (60) calendar days during the employee's assigned work year shall be considered a break in service for the purposes of earning seniority under this Agreement.

10.19.3 Seniority earned by a classified employee not represented by CSEA but earned in the service of the District shall be credited upon entry of the employee into the unit.

10.20 Rights of Employees Upon Return From Leave

10.20.1 An employee returning to duty following an approved leave of absence, paid or unpaid, shall be returned to the same position held prior to the leave, providing he/she has met the conditions under which the leave was granted and providing that position exists.

10.20.2 If upon return from a paid or unpaid leave the returning employee's position has been abolished, the employee will be placed in another position at the same salary service category within his/her class of positions according to seniority within the class of positions or the employee shall be allowed to apply for any vacant position as an internal applicant.

If the returning employee's former position is re-established within thirty-nine (39) months of its abolition, he/she shall be offered that position.

10.21 Time-Off to Attend Child's School Activities

Employees shall be granted up to a maximum of forty (40) hours of time off in each calendar year and no more than eight (8) hours per calendar month to participate in school activities of any child of the employee enrolled in grades kindergarten through 12, inclusive, if the employee, prior to taking the time off, gives his/her supervisor at least forty-eight (48) hours notice in advance of the absence. If both parents of the child are employed by the District, the absence as to that child applies, at any one time, only to the parent who first gives notice to the District, except as may otherwise be approved by the District. The employee may use existing vacation, personal leave, or compensatory time off for purposes of this absence authorized by this section. An employee may also utilize unpaid time off for this purpose. The employee shall provide documentation from the school as proof that he/she participated in school activities on a specific date and at a particular time.

10.22 Catastrophic Illness or Injury

10.22.1 Catastrophic Illness and Injury Benefit

On a case-by-case basis with mutual agreement between MPCEA and the District, any bargaining unit member may donate accumulated and unused eligible leave credits to another bargaining unit member when that bargaining unit member suffers from a catastrophic illness or injury.

10.22.2 Definitions

10.22.2.1 "Catastrophic illness" or injury means an illness that is expected to incapacitate the bargaining unit member for an extended period of time and taking such extended time off from work creates a financial hardship for the bargaining unit member because he or she has exhausted all of his or her sick leave and other paid time off.

10.22.2.2 "Eligible leave credits" means personal necessity and/or sick leave accrued to the donating bargaining unit member.

10.22.3 Eligibility

Eligible leave credits may be donated to a bargaining unit member for a catastrophic illness or injury if all of the following requirements are met:

10.22.3.1 The bargaining unit member who is suffering from a catastrophic illness or injury requests that eligible credits be donated and provides written verification of catastrophic illness or injury as required by the District.

10.22.3.2 The District determines that the bargaining unit member is unable to work due to the bargaining unit member's catastrophic illness or injury.

10.22.3.3 The bargaining unit member has exhausted all accrued paid leave credits.

10.22.4 Procedure

10.22.4.1 A bargaining unit member who wishes to receive the catastrophic illness benefit must request in writing to MPCEA and the District that sick leave donations be solicited on his or her behalf. The request must have attached written verification of the catastrophic illness or injury.

- 10.22.4.2** Donations will be solicited by a joint announcement of MPCEA and the District on behalf of a specifically named individual who meets the requirements for this benefit.
- 10.22.4.3** By written notice to the District, any bargaining unit member may donate up to five days of his/her eligible leave credits. The bargaining unit member must donate a minimum of one day of leave credit. A minimum number of 15 days of accumulated sick leave must be held and subsequently maintained by a bargaining unit member before a donation can be made.
- 10.22.4.4** The maximum amount of time that donated leave credits may be used by the recipient bargaining unit member shall not exceed one-hundred twenty (120) work days.
- 10.22.4.5** Donated leave that is not used shall be returned to the donors on a prorated basis, based on each individual's donation multiplied by the percentage of unused days.
- 10.22.4.6** A bargaining unit member who receives paid leave pursuant to this section shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this catastrophic illness or injury benefit.
- 10.22.4.7** A bargaining unit member may take advantage of this benefit only once every five years, counting back from the last day of leave.

ARTICLE XI

TRANSFERS AND PROMOTIONS

11.1 Involuntary Transfer

Involuntary transfers from one job to another not involving a change of classification may be made by the District Superintendent/President or his designee. Notification of such a transfer shall be given to the employee, and the President of MPCEA, at least 10 business days in advance of the proposed transfer. The District and MPCEA will meet and negotiate the effects of such a transfer.

11.2 Voluntary Transfer or Demotion

When a new position is created or an existing position becomes vacant, the District shall notify permanent employees holding jobs within that class of the vacancy. The voluntary transfer of a permanent employee from one job to another not involving a change of classification or a voluntary demotion involving a change to a classification with a lower service category may be considered at the written request of the employee. Such transfers are subject to District approval. In the event that the Administration does not approve the request, the employee shall be allowed to compete with other applicants for the position.

11.3 Promotions

Promotion is defined as the movement of a permanent employee from one classification to another classification without a reduction in service category designation.

("A permanent employee who accepts a promotion and fails to complete the probationary period for that promotional classification, shall be employed in the position from which he or she was promoted."
Per Ed Code, Section 88013)

ARTICLE XII

EVALUATION PROCEDURE

12.1 Frequency

- 12.1.1 Each probationary employee shall be evaluated at least once prior to the end of the employee's first five (5) months of employment. The probationary period is a period during which the District shall evaluate the employee's potential for permanency. Accordingly, the District will notify probationary employees with performance deficiencies of their need to improve during the probationary period.
- 12.1.2 Each permanent employee shall be evaluated annually during the month of April.
- 12.1.3 Any employee (permanent or probationary) may request a formal evaluation and corrective assistance, if necessary, at any time, and a supervisor may conduct a formal evaluation of an employee at any time.

12.2 Nature of Evaluation

- 12.2.1 In an effort to enhance college operations and support professional development, formal evaluation shall be written, and the employee shall have a conference with the supervisor to discuss the evaluation. The supervisor may include observations from employees who have worked directly with the bargaining unit employee, but not with persons within the classified bargaining unit. All written responses will be included in the final evaluation. The employee shall sign the form indicating that the employee has seen the evaluation and has had an opportunity to discuss it. However, signing the evaluation in no way indicates agreement. Whenever possible, job performance shall be discussed with the employee at the time the issue is pertinent rather than waiting until the time of the required written evaluation.
- 12.2.2 Employees shall be provided a copy of all written evaluation material that directly affects an evaluation prior to it being placed in the District personnel file. The employee shall be entitled to respond to the material within ten (10) working days of its receipt and have such response attached to the material placed in the file.

12.3 Unsatisfactory Evaluation

- 12.3.1 When an overall evaluation indicates that performance or conduct is unsatisfactory, the employee shall be reevaluated in 30 to 90 days to correct the unsatisfactory performance or conduct. Specific recommendations for improvement and provisions for assisting the employee in meeting these recommendations shall be given to the employee.
- 12.3.2 Employees shall be provided a copy of all written evaluation material that directly affects an evaluation prior to its being placed in the District personnel file. The employee shall be entitled to respond to the material within ten (10) working days of its receipt and have such response attached to the material placed in the file.

12.4 Personnel Files

- 12.4.1** The official personnel file of each employee will be maintained in the Office of Human Resources.
- 12.4.2** Each employee shall have the right to inspect his/her personnel file upon request.
- 12.4.3** A copy of any material of a derogatory nature prepared by the College shall be signed, dated, and given to the employee. Such material shall not be placed in the official personnel file for at least ten (10) working days after the employee is given a copy. The employee shall have the right to review and attach his/her own written comments to any such derogatory statement or material. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without loss of pay.
- 12.4.4** Access by College employees to personnel files shall be on a job-related "College need" basis. Normally, this shall be determined by the Associate Dean of Human Resources or the Administrator responsible for Human Resources. The employee may, in writing, authorize others to have access to his/her personnel file. The College shall maintain within each personnel file a log of personnel, outside of the Office of Human Resources, who have reviewed the file.
- 12.4.5** Personnel files shall not be removed from the Office of Human Resources, except for College use, when authorized by the Associate Dean of Human Resources, or Administrator responsible for Human Resources.
- 12.4.6** As requested by parties other than the employee, copies shall be made as authorized by the Associate Dean of Human Resources.
- 12.4.7** Unusual or voluminous requests for copies shall be at the expense of the employee, pursuant to Board policy, and shall be provided by the Office of Human Resources within ten (10) working days from the date of request.

12.5 Limit on Grievance

The procedures described in this article are subject to the grievance procedure included in this Agreement, but other elements of evaluation are not subject to that grievance procedure.

ARTICLE XIII

SUSPENSION, DEMOTION, RELEASE AND DISMISSAL

13.1 Disciplinary Action

13.1.1 When problems arise in the performance of assigned duties and responsibilities, the District will make reasonable attempts to assist the unit member in correcting those problems. When discipline is warranted such discipline shall be:

1. Administered progressively
2. Based on thorough investigations
3. Proportionate to the offense.

Nothing herein shall limit the District's ability to respond to serious offenses by taking action at any step in the progressive discipline process.

13.1.2 No permanent unit member shall be disciplined excepted for reasonable cause as prescribed herein or in the Education Code of the State of California. The Governing Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

13.1.3 The progressive discipline process includes counseling sessions (verbal warnings), written warnings, written reprimands, suspensions without pay, demotion and/or dismissal.

13.1.4 Problems with work performance or conduct shall be brought to unit member's attention on a timely basis. Notice of unsatisfactory performance or conduct shall be delivered as soon as practicable, but no later than ninety (90) calendar days of the incidence of conduct or performance in question. Per Article 12.4.3, a copy of any material of a derogatory nature prepared by the College shall be signed, dated, and given to the employee. The employee shall have the right to review and attach his/her own written comments to any such derogatory statement or material. Such material shall not be placed in the official personnel file for at least ten (10) working days after the employee is given a copy.

13.1.5 No disciplinary action shall be taken for any cause which arose prior to the unit member becoming permanent, nor for any cause which arose more than two (2) years preceding the filing of the notice for cause, unless such cause was concealed or not disclosed by such unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the district.

13.1.6 Unit members shall have the right to unit or CSEA representation at any step beyond oral counseling sessions.

13.2 Causes

13.2.1 A permanent classified employee is subject to disciplinary action, which includes dismissal, suspension, or demotion for one or more of the following or similar causes:

13.2.1.1 Falsification of any information supplied to the District, including, but not limited to application forms, employment records, time cards, absence forms, or any other District record

13.2.1.2 Incompetence or inefficiency

- 13.2.1.3** Insubordination
- 13.2.1.4** Inattention to or dereliction of duty
- 13.2.1.5** Negligence
- 13.2.1.6** Failure to notify the College of absence
- 13.2.1.7** Discourteous treatment of the public or fellow employees
- 13.2.1.8** Dishonesty
- 13.2.1.9** Theft or misuse of College property or money
- 13.2.1.10** Immoral Conduct
- 13.2.1.11** Willful violation of provisions of the Education Code, Government Code, other statutes of the State of California or of the federal government, or the rules, regulations, and procedures adopted by the Governing Board or Board of Governors of the California Community Colleges
- 13.2.1.12** Drinking alcoholic beverages or the use of illegal drugs while on duty, or reporting for duty while under the influence of alcohol or illegal drugs
- 13.2.1.13** Conviction of any felony or of a misdemeanor involving moral turpitude
- 13.2.1.14** Conviction of a sex offense as defined in Education Code Sections 87010, 88022, and 88023
- 13.2.1.15** Conviction of a narcotics offense as defined in Education Code Section 87405
- 13.2.1.16** Revocation of any license required for employment in the specific position
- 13.2.1.17** Repeated and unexcused or excessive absence or tardiness
- 13.2.1.18** Abandonment of position (absence of three [3] or more consecutive days without notice to the College)
- 13.2.1.19** Absences from duty without proper authorization, failure to report after leave has expired, or after such leave has been disapproved, revoked, or canceled
- 13.2.1.20** Incapacity due to mental or physical disability, as determined by a medical or psychiatric exam ordered and paid for by the District
- 13.2.1.21** Persistent violation or refusal to obey rules or regulations
- 13.2.1.22** Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public
- 13.2.1.23** Using, threatening to use, or attempting to use political influence in securing promotion, leave of absence, transfer, change of classification, pay or character of work
- 13.2.1.24** Inducing or attempting to induce an officer or employee of the District to commit an unlawful act or acting in violation of lawful and reasonable District regulation or order

13.3 Suspension (Five [5] Days or Less)

If the College determines that a suspension without pay for five (5) working days or less is appropriate, the employee shall not be entitled to an informal, non-evidentiary Skelly meeting or an administrative hearing. However, the employee shall be informed by the Associate Dean of Human Resources or his/her designee, at least verbally, of the reasons for the suspension at the time the suspension is imposed. At that time the employee will be asked to provide additional information or an explanation which would allow the College to re-evaluate the grounds for the suspension. The suspension may be imposed immediately following this discussion. Within ten (10) working days after the suspension, the College will prepare and serve on the employee the Notice of Charges as described in 13.5.1

13.4 Suspension (More Than Five [5] Days)/Demotion/Dismissal

13.4.1 If the College determines that a suspension without pay for more than five (5) working days or a demotion that results in a loss of pay, or dismissal is appropriate, the employee is entitled to an informal, non-evidentiary Skelly meeting to be conducted within five (5) working days of the effective date of the imposition of said suspension, demotion, or dismissal. The purpose of this meeting is to allow the employee to provide additional information or an explanation which would allow the College to re-evaluate the grounds for the suspension for more than five (5) days, demotion that results in a loss of pay, or dismissal prior to submitting the recommendation to the Board of Trustees.

13.4.2 At least three (3) days prior to the Skelly meeting, the employee shall be provided with an unsigned draft copy of the Notice of Charges described in 13.5. At this stage, the employee need not be given the card or paper requesting a formal hearing. The employee may be accompanied by a representative of his/her choice at the meeting.

13.4.3 The meeting shall be with the Associate Dean of Human Resources or an administrator/manager selected by the College, who may be the employee's direct supervisor and who has the authority to determine whether the College will proceed with recommendation for the discipline. The procedure to be followed in the Skelly meeting shall be determined by the College in a manner consistent with the meeting's purpose. The person conducting the Skelly meeting may meet at the same time with both the employee and the person who has recommended the disciplinary action. The employee does not have the right to have the Skelly meeting held in public, but may request that persons with information about the grounds for the discipline be allowed to speak at the meeting. After the charges for suspension of more than five (5) days, demotion that results in the loss of pay, or dismissal are signed the employee shall have the right to appeal the action imposed.

13.5 Notice of Charges and Appeal

13.5.1 The employee shall receive a written Notice of Charges from the Superintendent/ President or his/her designee citing, in ordinary and concise language, the specific acts and/or omissions upon which the disciplinary action is based, a statement of the cause for the action taken, and, if it is claimed that an employee has violated a rule or regulation, such rule or regulation shall be provided to the employee. The Notice of Charges need not specify every step taken in the investigation of the cause for the disciplinary action, but shall provide the employee with enough information to be informed of the reason for the proposed disciplinary action.

13.5.2 The Notice of Charges shall contain a statement of the employee's right to a Formal Administrative Hearing described in 13.6, the time within which such hearing may be requested, which shall be not less than five (5) days after service of the Notice of Charges on the employee, and said Notice of Charges shall be accompanied by a card or paper, the signing and filing of which, with the Superintendent/President or his/her designee, shall constitute a demand for a Formal Administrative Hearing and a denial of all charges. Failure of the employee to file a request for hearing within the time specified shall constitute a waiver of the employee's right to a hearing.

13.6 Formal Administrative Hearing

13.6.1 The Formal Administrative Hearing shall normally be conducted by an administrative law judge but may be conducted by a hearing panel as determined by the College. However, the Governing Board reserves the right to conduct the hearing itself. The administrative law judge or hearing panel shall provide the Board with a decision, including findings of fact. The final decision of the Board shall include a finding of facts supporting the decision.

13.6.2 Nothing contained within this Article shall be subject to the grievance or complaint procedures.

13.7 Release During Probation

13.7.1 Initial probationary employees are subject to release from employment during the probationary period.

13.7.2 A permanent employees who accepts a promotion and fails to complete the probationary period for that promotional classification shall be employed in the position from which he or she was promoted.

13.7.3 The probationary period is six (6) months, as defined in Governing Board Policy.

13.7.3.1 All paid leave except Extended Accident or Illness Leave (section 10.5) shall be counted in satisfaction of the service requirement. The total number of working days on Extended Leave, if any, shall be added to the probationary period.

13.7.4 The employee will have no right to a hearing nor right to appeal to the Superintendent/President.

13.7.5 A probationary employee shall be evaluated in the probationary period before he/she is released, if the release occurs after the third month of employment.

13.7.6 Failure by the District to evaluate the employee consistent with the established timelines will not operate to void the release from employment or promotional classification, nor will it serve to extend the probationary period.

ARTICLE XIV GRIEVANCE PROCEDURE
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14.1 Definitions

14.1.1 Grievance

A "grievance" is a formal written allegation by the Union and/or an employee that he/she has been adversely affected by a violation of the specific provisions of this Agreement.

14.1.2 Grievant

A "grievant" may be any employee within the recognized negotiating unit covered by the terms of this Agreement. The Union may file a grievance alleging a violation of a specific provision of the Agreement, but must identify one or more employees adversely affected.

14.1.3 Day

A "day" is any day in which the College administrative offices are open for business, exclusive of Saturdays, Sundays, and holidays.

14.1.4 Immediate Supervisor

The "immediate supervisor" is the lowest level District employee who has supervisory authority over the grievant and who has been designated by the District to adjust grievances.

14.1.5 Complaint

A "complaint" is an allegation made by an employee that the employee has been adversely affected on an employer-employee matter not covered by this Agreement. The complaint shall be brought to the attention of the MPCEA Chapter President and Associate Dean of Human Resources on the appropriate District form.

14.2 Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor.

14.3 Formal Level

14.3.1 Step One

Within twenty-two (22) days after the employee or union knew or should have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing on the appropriate District form to Human Resources, who will forward it to his/her immediate supervisor. This statement shall be a clear, concise statement of the circumstances giving rise to the grievance, citation of the specific article, section, and paragraph of this Agreement that is alleged to have been violated, the decision rendered at the informal conference, and the specific remedy sought.

The supervisor or his/her designee shall communicate his/her decision with supporting reason(s) for that decision to the employee and Human Resources within twelve (12) days after the grievance was submitted to Human Resources.

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

14.3.2 Step Two

In the event that the grievant is not satisfied with the decision at step one, he/she may appeal the decision within ten (10) days to Human Resources, who will forward the appeal to the appropriate Dean or Vice President with administrative responsibility for the administrative unit in which the employee works. This statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

The administrator, or his/her designee, shall conduct an investigation into the allegations and shall communicate his/her decision to the grievant and Human Resources within ten (10) days after the step two appeal was submitted to Human Resources. Either the grievant or the administrator may request a personal conference which shall be granted within the above time limits.

14.3.3 Step Three

If the grievant is not satisfied with the decision at step two, he/she may within ten (10) days appeal the decision to Human Resources, who will forward the appeal to the District Superintendent/ President. This appeal shall be in writing and include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the second appeal.

An opportunity will be made for the grievant to have a personal conference with the President.

Within ten (10) days after the appeal is submitted to the Superintendent/President, the Superintendent/ President shall communicate his/her decision to the grievant.

14.3.4 Step Four (Mediation)

14.3.4.1 If the grievant is not satisfied with the final decision made by the Superintendent/President, the grievant may within ten (10) days of the receipt of the final decision submit a request in writing to CSEA for mediation of the dispute. Within twenty (20) days of the grievant's receipt of the final decision from the Superintendent/President, CSEA shall inform the District of its intent as to whether or not the grievance will be mediated. CSEA and the District shall attempt to agree upon a mediator. If no agreement can be reached, they shall request a mediator from the State Mediation and Conciliation Service

14.3.4.2 The mediator will as soon as possible, schedule dates with the District and CSEA to mediate the grievance. The grievant must be represented by CSEA in the mediation and may participate in the mediation if he/she wishes. The District, CSEA, and the grievant, if a participant, shall work with the mediator to attempt to reach agreement on a resolution of the grievance. If the grievant is not a participant, it is the responsibility of CSEA to communicate the results of the mediation to the grievant within ten (10) days.

14.3.4.3 The settlement at mediation shall have no authority to add to, delete, or alter any of the provisions of this Agreement.

14.3.4.4 All cost of the mediation shall be shared equally by the District and CSEA. All other costs shall be borne by the party incurring those costs.

14.3.5 Binding Arbitration

If the grievant is not satisfied with the decision rendered pursuant to step four, the grievant may submit a request in writing to CSEA for binding arbitration of the dispute. CSEA shall immediately forward a copy of the request to Human Resources.

14.3.5.1 Said request shall be made within ten (10) working days following the decision at step three.

14.3.5.2 Within ten (10) days after the request, the State Mediation Service shall be requested to supply a panel of five names. Alternate names shall be stricken by the parties until only one remains. This selection and the commencement of the arbitration process shall be reasonably expeditious, and efforts shall be made to complete the arbitration, including the hearing, within thirty (30) days of the selection of the arbitrator.

14.3.5.3 The fees and expenses of the arbitrator and a court reporter, if required by the arbitrator, shall be borne equally by both parties. Any additional expenses shall be borne by the party incurring such expense. If the dispute is settled before receipt of the decision of the arbitrator, the costs shall be shared equally between the District and the CSEA.

14.3.5.4 The arbitrator shall have no authority to:

14.3.5.4.1 Add to, delete, or alter any of the provisions of this Agreement but shall limit his/her decision to the application and interpretation of its provisions.

14.3.5.4.2 Establish, alter or modify, or change any salary schedule.

14.3.5.4.3 Rule on the termination of services of a probationary employee, other than for layoff as provided in Article XVI, Layoff and Re-employment.

14.3.5.5 Where any grievance is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

14.3.5.6 After hearing the evidence, the arbitrator shall submit his/her findings and decision in writing to the Governing Board with copies to the grievant and CSEA.

14.4 Time Limits

14.4.1 A grievant who fails to comply with the established time limits at any step shall forfeit all rights to further application of this grievance procedure for the grievance in question.

14.4.2 Both parties agree to make every effort to complete the action within the specified time limits.

14.5 Other Provisions

14.5.1 Response

If the District fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next level.

14.5.2 Records

All records of the grievance proceedings shall be retained in Human Resources in a separate grievance file.

14.5.3 Time Lines

Time lines may be extended by mutual agreement.

14.5.4 Representation

Each party shall have the right to be represented by a conferee at all stages of the grievance procedure.

14.5.5 Pay

The employee, his/her representative, and witnesses, who are employees required to be absent themselves to participate directly in any step of the grievance procedure shall not suffer any loss of pay.

14.5.6 Initiate Grievance at Step Three

If a grievance arises from action or inaction on the part of a member of the administration at a level above the immediate supervisor or dean, the grievant may submit such grievance in writing to Human Resources, who will forward the grievance to the Superintendent/President and the processing of such grievance shall commence at step three. The Superintendent/President shall have the prerogative of referring the grievance to step one or step two, if, in his judgment, the grievance did not arise at a higher level.

14.5.7 Multiple Grievance

If the same grievance is filed by more than one (1) grievant at the same time, no more than two (2) grievants shall be granted release time to process the grievance. All names of the grievants shall appear on all grievance forms.

14.5.8 Administrative Direction

The grievant shall comply with administrative direction on issues related to the grievance until a formal decision is made to alter that decision.

14.5.9 Grievance Without Intervention

A grievant may at any time present a grievance in accordance with these procedures and have such grievance adjusted without the intervention of CSEA as long as the adjustment is not inconsistent with the terms of this Agreement and provided that the District shall not agree to a resolution until CSEA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a prompt response.

ARTICLE XV

HEALTH HAZARDS & SAFETY

15.1 Safe Working Conditions

The intent of the District is to provide safe working conditions and to comply with the provisions of the California and federal regulations (including Cal OSHA and the Right to Know Act) in regard to health and safety standards when applicable.

15.2 Reporting Unsafe Conditions or Practices

Immediately upon encountering a condition that presents an imminent hazard to health or safety, the employee shall notify the immediate Supervisor/Director. The Supervisor/Director shall make a determination as to the extent of the hazard and shall give the employee reasonable instruction in light of the determination. Absent agreement, the matter is to be directly referred to the District's Safety Officer or designee. Employees may also report unsafe conditions anonymously through the process described in the Injury and Illness Prevention Plan (IIPP).

15.2.1 Discrimination

No employee shall be discriminated against as a result of reporting conditions of hazard or safety, nor for appeal to the Safety Officer.

15.3 Compliance with Health and Safety Regulations

Employees are required to comply with all District regulations promulgated for health and safety and are obligated to comply with safe working practices.

15.3.1 District Compliance with Health and Safety Regulations

The district is required to conform to all district, city, county, state, and federal regulations concerning the welfare of its employees.

15.4 Limit on Grievance

Only process provisions of this article are subject to the grievance procedures contained in this Agreement.

15.5 CSEA Membership on District Safety Committee

CSEA shall appoint two (2) members (one from instructional, one from maintenance and operations) to the District Safety Committee.

15.6 Video Display Terminal (VDT) Safety Guidelines

See attached Appendix E.

ARTICLE XVI

LAYOFF AND RE-EMPLOYMENT

16.1 Reason for Layoff

The procedures covered by this article are intended to implement layoff due to lack of work or lack of funds and re-employment as covered in Education Code Sections 88014, 88017, 88117, and 88127. If a conflict arises between the language herein and the Education Code, the Education Code shall prevail.

16.2 Notice of Layoff

The District shall notify either the MPCEA President, or other officer in his/her absence, and the affected employee(s), in writing, no later than sixty (60) days (Education Code 88017) prior to the proposed effective date of the layoff. The District and MPCEA representatives shall meet at the request of MPCEA following receipt of the notice to review the order of layoff and other rights expressed in the Agreement. The District shall base its actions on the provisions of the Education Code and of this Agreement. The notice of layoff shall specify the reason for the layoff and identify the employee(s) by name and classification title.

16.3 Determination of Seniority

16.3.1 Seniority is determined by the original hire date in a classification for all new employees. If more than one employee shares the same hire date in the same classification, seniority shall be determined by the original date of hire in a permanent classified position in the District. If there is still a tie, seniority will be determined by drawing lots. The affected employees, and a minimum of one representative from MPCEA and Human Resources shall be present for the drawing of lots.

16.3.2 In the event of a reclassification, all employees reclassified to a classification on the same date shall be ranked in order of seniority within the classification shall be determined by the original hire date at the District. This applies to all reclassifications, whether they occurred prior to or subsequent to July 1, 2016.

16.4 Order of Layoff

Any layoff shall be effected within a classification. Classification, as used in this article, shall mean positions with the same designated title. The order of layoff shall be based on seniority, as defined in Section 16.3, within that classification and higher classifications throughout the District. The employee with the least seniority within the classification plus higher classifications shall be laid off first. A higher classification is a classification to which a higher pay service category applies.

16.5 Bumping Rights

To avoid layoff, an employee may bump into another position in the same classification occupied by the least senior employee. Should no such position be available, the least senior person will be allowed to bump into classifications previously held if he/she has greater seniority than the least senior employee

in the classification.

16.6 Layoff in Lieu of Bumping

An employee who accepts a layoff in lieu of bumping rights maintains his/her re-employment rights in accordance with the California Education Code 88014.

16.7 Re-employment Rights

Employees who are subject to layoff are entitled to re-employment in the classification from which they have been laid off for a thirty-nine (39) month period and shall be re-employed at the option of the employee in the reverse order of seniority.

Laid off employees shall have the right to apply for any other positions .Pursuant to Education Code section 88117, they shall have preference over new applications and persons in substitute pools, provided the laid off persons applied and meets the education, experience, knowledge and abilities requirements as stated in the job description..

Laid off employees who are rehired, regardless of classification, within 39 months shall have all contractual rights and benefits reinstated as of the date of the rehire as though the employee had never been laid off. Benefits will not accrue during the layoff period. Contractual rights include, but are not limited to vacation accrual rate, longevity and step placement. Laid off employees do not advance steps on the salary schedule while laid off.

If the person is reemployed in a new classification and fails to complete the probationary period in the new classification, he or she shall be returned to the reemployment list for the remainder of the 39-month period. The remaining time period shall be calculated as the time remaining in the 39-month period as of the date of reemployment.

16.8 Voluntary Demotion or Voluntary Reduction in Assigned Time

An employee who takes a voluntary demotion or a voluntary reduction in assigned time in lieu of layoff or remains in his or her present position rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months, provided that the same tests of fitness under which the employee qualified for appointment to the class still apply.

16.9 Retirement in Lieu of Layoff

16.9.1 Any eligible employee in the bargaining unit may elect to accept a service retirement in accordance with the rules of the California Public Employees Retirement System or State Teachers Retirement System in lieu of layoff, voluntary demotion, or voluntary reduction in assigned time. Such employee(s) shall within ten (10) workdays prior to the effective date of the proposed layoff notify the District in writing of intent to retire in lieu of layoff notify the District in writing of intent to retire in lieu of layoff.

16.9.2 The employee shall then be placed on a thirty-nine (39) month re-employment list as in Section 16.7 of this article.

16.9.3 The District agrees that when an offer of re-employment is made to an eligible person retired under this Article, and the District receives within ten (10) working days a written acceptance of a job offer, the District shall maintain the vacancy until the Board of

Administration of the Public Employee's Retirement System has properly processed the request for reinstatement from retirement.

16.9.4 An employee subject to this section who retires and is eligible for re-employment and who declines an offer of re-employment equal to that from which he/she was laid off shall be deemed to be permanently retired.

16.9.5 Any election to retire after being placed on a re-employment list shall be retirement in lieu of layoff within the meaning of this section.

16.10 Seniority Roster

The District is required to maintain a complete and accurate seniority roster that is available to all bargaining unit members annually. The seniority list will be updated annually no later than January 31st.

16.11 Notification of Re-employment Opening

The District shall notify each laid off bargaining unit member on the 39 month rehire list of any available positions during the duration of his/her eligibility for rehire. The laid off bargaining unit member shall ensure the district has updated contact information.

Such notice shall be sent via email unless otherwise requested by the employee and the District will copy the CSEA Chapter President.

16.12 Employee Notification to District

An employee shall notify the District of his or her intent to accept or refuse re-employment within six (6) working days following attempted delivery of the re-employment notice to the employee's last known email or address. If the employee accepts re-employment, he or she must report to work within ten (10) working days following issuance of the acceptance notice. An employee given notice of re-employment need not accept the re-employment to maintain the employee's eligibility on a re-employment list; however, if the re-employment offer equaled or exceeded the employee's former status, the District will be relieved of any further obligation to provide re-employment notices to the employee.

16.13 Re-employment to Former Classifications

Employees on the reemployment list shall be eligible for re-employment in any job classification in which service was rendered in accordance with classification seniority.

16.14 Improper Layoff

An employee who is improperly laid off shall be re-employed when it is determined that the layoff was improper. Such employee shall be eligible for reimbursement of real loss of salary and benefits. In no case shall this clause be applicable after three years from the date of the layoff in accordance with legal statutes of limitations.

16.15 Retention of Benefits

Any employee who voluntarily accepts demotion or reduction in time assignment shall continue to receive the same health and welfare benefits as provided in Article VII of this Agreement which they received prior to accepting the reduction, unless the reduction is less than twenty (20) hours per week. In that event, the District will pay benefits for such employee on a prorated basis at the same ratio that his/her regularly scheduled hours bears to forty (40) hours per week. The employee will be responsible for the remainder of the cost of the premium. This obligation of the District will be limited to six (6) months after the time of voluntary demotion/reduction.

16.16 Reduction in Hours

16.16.1 The District may reduce the hours or term of employment of a position without negotiations subject to the following stipulations:

16.16.1.1 Reduction will occur only in a vacant position.

16.16.1.2 Reduction will not deprive new employee filling the position of fringe benefits.

16.16.1.3 Reduction will not result in transfer of some of the duties originally performed by the position to other positions in the unit.

16.16.1.4 Volunteers will not be used to assume any of the duties or functions of the position.

16.16.1.5 Duties or functions (all or in part) will not be transferred to personnel of any other bargaining unit, or to administrative, confidential, or supervisory personnel.

16.16.1.6 The District shall not at any time, "contract out" for services that had been performed by the reduced position, or any other position within the classification affected. "Contract out" shall mean engaging for compensation of any sort, the services of an individual, group of individuals, or company by whatever title or configuration.

16.16.2 If the District cannot comply with all or any part of the stipulations listed above, it agrees to negotiate whether or not the reduction will occur and, if it does, its effects.

16.16.3 Any proposed reduction of hours or term of employment of a position occupied by a unit member shall be negotiated before the reduction may occur. Should the Association agree to the reduction, the effects shall be negotiated,

16.16.4 Negotiations concerning the effects of layoff are a separate subject and shall not be affected by this agreement.

ARTICLE XVII

CONTRACTING OUT

- 17.1** The District is authorized to contract out extraordinary services not normally performed by members of the bargaining unit or which require special skills not normally possessed or required of unit members.
- If the contract involves supervision and/or management of bargaining unit employees, or work normally performed by members of the bargaining unit, the District will meet and negotiate with MPCEA prior to the contract becoming effective.
- 17.2** In an emergency when repairs, alterations, work or improvements are necessary to permit the continuance of classes or to avoid danger to life or property, the work may be contracted out.
- 17.3** CSEA will be notified by the District prior to seeking competitive bids or awarding contracts for work required by the Public Contract Code. MPC Board agendas serve as adequate notification under this section.
- 17.4** Upon request by CSEA, the District will negotiate the effect on the unit of the District's decision to contract for services which could result in a layoff, reduction of assigned hours, transfer or assignment of unit members.

ARTICLE XVIII

PERSONAL PROPERTY

18.1 Personal Property

The District may reimburse an employee for loss, damage, or destruction of personal property under the following conditions:

- a. The item of personal property shall be approved in advance by the supervisor and annually thereafter. Such approval shall be in writing.
- b. The value of the personal property shall be mutually agreed upon prior to use and reviewed annually between the immediate supervisor and the employee.
- c. Reimbursement for loss, damage or destruction shall not exceed \$500.00. All applicable insurance policy coverage, including personal property, shall be exhausted with the District paying the balance up to \$500.00.
- d. Claims for reimbursement, explaining the facts and circumstances resulting in loss, damage or destruction of personal property, shall be filed within five workdays of the loss, damage or destruction.
- e. Reimbursement shall not occur if the loss, damage or destruction occurred as a result of the employee's negligence.
- f. Contested claims may be appealed to the Superintendent/President and his/her decision shall be final.

ARTICLE XIX

SAVINGS

19.1 Severability

If any provisions of this Agreement are held to be contrary to any applicable law or any applicable rule, regulation, or order issued by governmental or judicial authority other than the District, such provisions shall be immediately suspended and be deemed invalid except to the extent permitted by law. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions that shall continue in full force and effect.

19.2 Replacement

In the event of suspension or invalidation of any part or portions of this Agreement, the parties agree to meet and begin negotiations within twelve (12) days after such determination for the purpose of seeking to reach agreement for a replacement for the invalidated part or portion.

ARTICLE XX

NEGOTIATIONS

20.1 Re-openers

20.1.1 During the term of this Agreement, the District and the CSEA waive and relinquish the right to meet and negotiate except as set forth Article XXIII.

20.1.2 The District is not obligated to negotiate on any subject found not to be within the scope of negotiations by the Public Employment Relations Board or by the courts.

CSEA does not relinquish its right to request negotiations on a subject dropped or not addressed in negotiations. It is understood that a request to negotiate on such matters does not mean an obligation to negotiate; however, the District shall not take unilateral action in the case of a denial of a request to negotiate.

20.2 Commencement of Negotiations

Within ten (10) working days of satisfaction of the public notice requirements, and not later than forty-five (45) days following submission of new proposals at a regular board meeting, negotiations shall commence, unless otherwise agreed to, at a mutually acceptable time and place.

ARTICLE XXI DISTRICT RIGHTS
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21.1 Limits of Agreement

All management rights and District operations not expressly limited by the terms of this Agreement and by law are vested with the District and are not subject to the grievance procedures set forth in Article 14 of this Agreement. The express provisions of this Agreement constitute the only contractual obligations between the parties.

21.2 Right to Make Rules and Regulations

The District has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement.

ARTICLE XXII

MAINTENANCE OF OPERATIONS

22.1 No Strike, Work Stoppage, Slowdown, or Interference

It is agreed and understood that there will be no strike, work stoppage, slowdown, or other interferences with the operation of the District by the CSEA or by its officers, agents, or members during the term of this Agreement. The CSEA recognizes the duty and the obligation of its representatives to comply with the provisions of this Agreement and to make every reasonable effort toward inducing all employees to do so.

22.2 No Lockout

It is further agreed that during the term of this Agreement the employer shall not engage in any lockout of employees in the unit.

ARTICLE XXIII

DURATION

23.1 Term of Agreement

This Agreement shall be in full force and effect from July 1, 2020 through June 30, 2023.

23.2 Re-openers

For each year beginning 2021-2022 and 2022-2023, the parties shall have the right to re-open the contract on Article IV Pay and Allowances and Article VII Health and Welfare Benefits. Each party may open two additional articles. Additional articles may be opened in any fiscal year with the mutual agreement by all parties.

On or before March 15, 2023, CSEA shall present its proposal to the District for a successor Agreement pursuant to the EERA. The District shall present its proposal on or before March 31, 2023. The parties shall commence negotiations as soon as possible after the Board has sunshined the initial proposals.

This T.A. is made and entered into this 9th day of July, 2020 between MPCEA and the District. The representatives and signatories listed below hereby affirm and represent that they have authority to bind their principals to the terms of this T.A., and both bargaining teams and their individual members agree to support the ratification and approval of this T.A. by their principals and constituents. This T.A. is subject to ratification by the MPCEA membership and approval by the Governing Board.

California School Employees Association - Chapter 245

 7/16/20
Kevin Haskin

 7/16/2020
Sean Willis

 7/16/20
Brenda Roush

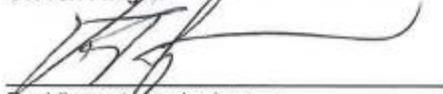
 7/21/2020
Rebecca Glenn

Buddy Renzullo, CSEA Labor Relations Representative

Monterey Peninsula Community College District


Laurence Walker


Steven Haigler


Dr. Vincent van joolen


Kayla Valentine

APPENDICES

**APPENDIX A
CLASSIFIED SALARY SCHEDULE**

	Step A	Step B	Step C	Step D	Step E	Step F
1	2,259	2,373	2,493	2,617	2,750	2,890
	13.04	13.69	14.38	15.13	15.87	16.68
2	2,315	2,431	2,553	2,684	2,818	2,962
	13.36	14.03	14.74	15.49	16.27	17.08
3	2,373	2,493	2,617	2,750	2,890	3,034
	13.69	14.38	15.13	15.87	16.68	17.52
4	2,431	2,553	2,684	2,818	2,962	3,113
	14.03	14.74	15.49	16.27	17.08	17.96
5	2,493	2,617	2,750	2,890	3,034	3,191
	14.38	15.13	15.87	16.68	17.52	18.42
6	2,553	2,684	2,818	2,962	3,113	3,270
	14.74	15.49	16.27	17.08	17.96	18.88
7	2,617	2,750	2,890	3,034	3,191	3,351
	15.13	15.87	16.68	17.52	18.42	19.34
8	2,684	2,818	2,962	3,113	3,270	3,435
	15.49	16.27	17.08	17.96	18.88	19.83
9	2,750	2,890	3,034	3,191	3,351	3,522
	15.87	16.68	17.52	18.42	19.34	20.32
10	2,818	2,962	3,113	3,270	3,435	3,609
	16.27	17.08	17.96	18.88	19.83	20.83
11	2,890	3,034	3,191	3,351	3,522	3,701
	16.68	17.52	18.42	19.34	20.32	21.34
12	2,962	3,113	3,270	3,435	3,609	3,790
	17.08	17.96	18.88	19.83	20.83	21.88
13	3,034	3,191	3,351	3,522	3,701	3,886
	17.53	18.42	19.34	20.32	21.34	22.42
14	3,113	3,270	3,435	3,609	3,790	3,983
	17.96	18.88	19.83	20.83	21.88	22.98
15	3,191	3,351	3,522	3,701	3,886	4,084
	18.42	19.34	20.32	21.34	22.42	23.56

16	3,270	3,435	3,609	3,790	3,983	4,185
	18.88	19.83	20.83	21.88	22.98	24.15
17	3,351	3,522	3,701	3,886	4,084	4,290
	19.34	20.32	21.34	22.42	23.56	24.77
18	3,435	3,609	3,790	3,983	4,185	4,397
	19.83	20.83	21.88	22.98	24.15	25.37
19	3,522	3,701	3,886	4,084	4,290	4,507
	20.32	21.34	22.42	23.56	24.77	26.02
20	3,609	3,790	3,983	4,185	4,397	4,620
	20.83	21.88	22.98	24.15	25.37	26.67
21	3,701	3,886	4,084	4,290	4,507	4,735
	21.34	22.42	23.56	24.77	26.02	27.33
22	3,790	3,983	4,185	4,397	4,620	4,853
	21.88	22.98	24.15	25.37	26.67	28.02
23	3,886	4,084	4,290	4,507	4,735	4,976
	22.43	23.56	24.77	26.02	27.33	28.72
24	3,983	4,185	4,397	4,620	4,853	5,100
	22.98	24.15	25.37	26.67	28.02	29.41
25	4,084	4,290	4,507	4,735	4,976	5,227
	23.56	24.77	26.02	27.33	28.72	30.17
26	4,185	4,397	4,620	4,853	5,100	5,358
	24.15	25.37	26.67	28.02	29.41	30.92
27	4,290	4,507	4,735	4,976	5,227	5,493
	24.77	26.02	27.33	28.72	30.17	31.68
28	4,397	4,620	4,853	5,100	5,358	5,629
	25.37	26.67	28.02	29.41	30.92	32.48
29	4,507	4,735	4,976	5,227	5,493	5,770
	26.02	27.33	28.72	30.17	31.68	33.3
30	4,620	4,853	5,100	5,358	5,629	5,913
	26.67	28.02	29.41	30.92	32.48	34.11
31	4,735	4,976	5,227	5,493	5,770	6,062
	27.33	28.72	30.17	31.68	33.3	34.99
32	4,853	5,100	5,358	5,629	5,913	6,213

	28.02	29.41	30.92	32.48	34.11	35.85
33	4,976	5,227	5,493	5,770	6,062	6,367
	28.72	30.17	31.68	33.3	34.99	36.75
34	5,100	5,358	5,629	5,913	6,213	6,528
	29.41	30.92	32.48	34.11	35.85	37.68
35	5,227	5,493	5,770	6,062	6,367	6,691
	30.17	31.68	33.3	34.99	36.75	38.61
36	5,358	5,629	5,913	6,213	6,528	6,859
	30.92	32.48	34.11	35.85	37.68	39.56
37	5,493	5,770	6,062	6,367	6,691	7,031
	31.68	33.3	34.99	36.75	38.61	40.54
38	5,629	5,913	6,213	6,528	6,859	7,205
	32.48	34.11	35.85	37.68	39.56	41.56
39	5,770	6,062	6,367	6,691	7,031	7,386
	33.30	34.99	36.75	38.61	40.54	42.61
40	5,913	6,213	6,528	6,859	7,205	7,572
	34.11	35.85	37.68	39.56	41.56	43.68

POSITION	RANGE	POSITION	RANGE
Academic Affairs Coordinator	21	Instructional Technology Specialist – Nursing	23
Accommodations Specialist	19	Job Center Coordinator	14
Accounting Specialist	12	Laboratory Specialist I	14
Accounting Specialist II	17	Laboratory Specialist II	17
Accounting Specialist III	20	Lead Instructional Specialist	16
Administrative Assistant I	7	Library Operations Coordinator	26
Administrative Assistant II	11	Library Systems Technology Coordinator	26
Administrative Assistant III	18	Library Technician I	14
Administrative Assistant III- Faculty Assignments	19	Library Technician II	19
Admissions & Records Specialist	15	Maintenance Specialist	20
Art Gallery Specialist	15	Matriculation/Articulation Technician	29
Art Studio Specialist	14	Network Engineer	33
Athletic Trainer	28	Network Technician	26
Athletics & Division Office Manager	19	Online Instructional Design and Accessibility Specialist	26
Athletics & PE Equipment Specialist	7	Online Instructional Technology Specialist	26
Automotive Laboratory Manager	18	Payroll Analyst	20
Campus Security Officer	10	Pool Operator/Groundskeeper	10
Career/Transfer Resource Coordinator	18	Program Coordinator-Business Skills Center	23
Categorical Services Coordinator	17	Program Coordinator-International Student Program	23
Categorical Services Coordinator II	22	Program Coordinator-Older Adult & Continuing Education	20
Ceramics Studio Specialist	14	Programmer Analyst	30
College Receptionist	5	Purchasing Coordinator	23
Custodian	6	Reprographics Technician	11
Custodian-Lead	8	Sciences Laboratory Manager	23
Division Office Manager	18	Shipping/Receiving Specialist	8
Early Childhood Education Lab Mentor	23	Student Activities Coordinator	22
Food Preparer	7	Student Financial Services Coordinator	22
Groundskeeper	8	Student Financial Services Outreach Coordinator	22
Health Services Specialist	14	Theater Management Specialist	14
Information Technology Support Technician	23	Tutorial Site Coordinator- TRIO/Upward Bound	14
Instructional Specialist	14	Unit Office Manager, Admissions & Records	18
Instructional Specialist-Theater-Master Carpenter	20	Unit Office Manager, Child Development Center	18
Instructional Technology Specialist	22	Unit Office Manager, EOPS / CARES	18
		Unit Office Manager, Facilities	18
		Unit Office Manager, Library	18
		Unit Office Manager, Marina Ed. Ctr.	18
		Unit Office Manager, Public Safety Training Ctr.	18

APPENDIX A
CLASSIFIED SALARY SCHEDULE
2017-2018

Notes:

1. Each employee shall be granted a non-cumulative longevity stipend per month as described below beginning in the first month of the employee's eighth (8th) year of continuous employment, and at the beginning of each subsequent fifth (5th) year thereafter up to the maximum. Stipends are pro-rated for part-time employees. A maximum of four (4) longevity stipends will be granted at the beginning of years 8, 13, 18 and 23 of continuous employment. The amounts listed below are the total amounts paid at the designated service period; they are not added together. The maximum longevity stipend, at the beginning of 23 years of service, will be \$360.00 per month. Board Approved: 2/26/2008.

<i>Beginning Year:</i>	<i>Total Monthly Increment</i>
<i>Eight (8)</i>	<i>\$60</i>
<i>Thirteen (13)</i>	<i>\$140</i>
<i>Eighteen (18)</i>	<i>\$240</i>
<i>Twenty-three (23)</i>	<i>\$360</i>

As of January 1, 2001, those employees who have earned Longevity Increments under a previous longevity program, will have the actual dollar amount frozen and will continue to receive the actual dollar value of the increment(s). The dollar amount will remain constant until that amount is equal to or less than the longevity increment program amount described above. The employee will then receive the longevity amount available under the new program.

2. Employees who earned Professional Growth increments (5% of base salary for each increment, up to a maximum of 5 increments), prior to June 30, 2005 will continue to receive these increments as outlined in Article VI of the MPCEA Contract. Awards of new or additional Professional Growth increments are not available after June 30, 2005.
3. Qualified employees in designated positions who are required to orally translate in Spanish to English and/or English to Spanish shall receive a monthly stipend of \$50.00, pro-rated for part-time employees. Qualified employees are determined by a district selected and administered examination.
4. An employee who is assigned to work four (4) or more hours in at least one shift during swing hours shall be paid a shift differential of \$65.00 per month, pro-rated for part-time employees. Swing is defined as hours between 5:01PM and midnight (12:00AM).
5. An employee who is assigned to work four (4) or more hours in at least one shift during graveyard shift hours shall be paid a shift differential of \$85.00 per month, pro-rated for part-time employees. Graveyard is defined as hours between 12:01AM and 7:59AM.
6. A \$500/month stipend may be assigned to a Sciences Laboratory Manager in Chemistry to serve as Chemical Hygiene Officer to meet the requirements of CCR Title 8, Section 5191.
7. Substitutes are compensated at Step A of the appropriate classified position. Substitutes may only be hired for 60 days while a recruitment effort for a permanent employee takes place, or for the duration of a permanent employee's absence and no more than 180 days during a fiscal year.
8. Retroactive Pay. Retroactive pay is not paid to hourly, temporary staff.

Board Approved: June 29, 2017

APPENDIX B

MEDICAL PLAN CHANGES

Effective January 1, 2017

1. Prescriptions:

- 30 day supply
- \$5.00 co-payment for generic
- \$20.00 co-payment for brand prescriptions on the formulary
- \$35.00 co-payment for brand prescriptions not on the formulary

2. Mail-order (90 day supply)

- \$10.00 co-payment for generic
- \$40.00 co-payment for brand prescriptions on the formulary
- \$70.00 co-payment for brand prescriptions not on the formulary
- Rx Out-of Pocket Maximum \$4,100 (individual) \$8,200 (family)

January 1, 2017

Deductible	\$250.00/Individual In-Network \$500/Individual Out – of- Network
Co-Insurance	5% In-Network (individual) 30% Out of Network (individual)
Out of Pocket Maximum	\$2,500 In-Network \$3,500 Out-of-Network
Office Visit Co-Pay	\$25.00
3 Tier Hospital	100% In-Network, Tier 1 90%, In-Network, Tier 2 80% In-Network, Tier 3 80% Out-of Network
ER Co-Pay	\$100 copay/visit then plan pays 95% (copay waived if admitted)
Physical Exams	100%

APPENDIX C

CSEA DUES SCHEDULE
2020-2021

1.5% of the first \$3,150 of monthly gross salary, but shall not exceed a maximum assessment of \$472.50 annually.

Monthly Salary Cap \$1,350.00
Monthly Dues Maximum \$47.25
Annual Dues Maximum \$472.50
Monthly Local Chapter Dues \$3.00

APPENDIX D

THIRD PARTY RESPONSIBILITY

If an eligible employee or dependent is injured or becomes ill through the act or omission of another person, and if benefits are paid under the Plan due to such injury or illness, then to the extent medical expenses are reimbursed for the same injury or illness from a third party, the Plan shall be entitled to a refund of such benefits.

The Plan shall be relieved of any and all legal, equitable or contractual obligation contained in this Plan for any benefits paid for illness or injuries caused by a third party, unless the insured agrees to accept and execute an assignment, form or document certifying the following:

1. That medical expenses in connection with an illness or injury caused by a third party will be included in any claim made against that third party.
2. That reimbursement will be made to the Plan for benefit payments made should a recovery settlement be received from a third party which exceeds the insured's portion of the total loss.
3. That all information requested by the Plan in asserting its right to pursue recovery will be supplied and cooperation given in obtaining all forms and documents necessary for this purpose.

The Plan is also entitled to a refund from benefits available under uninsured motorist provisions or automobile insurance policies.

APPENDIX E

**GUIDELINES FOR VIDEO DISPLAY
TERMINAL (VDT) USERS**

In concern for the health and safety of VDT users the following guidelines are recommended:

1. The District will attempt whenever possible to select chairs, work desks, terminals, keyboards and printers which provide for the appropriate height, adjustment, anti-glare and space consistent with the use of a VDT.
2. It is recommended that VDT users eligible for the District's vision care insurance have an eye examination within two months of their initial use of a VDT and once a year thereafter utilizing the District's vision care insurance.
3. The district will reimburse VDT users, if the individuals assignment calls for the use of a VDT for more than 50% of their normal daily tasks, for the cost of anti-glare coating on one set of prescribed lenses, per year, if needed.
4. The District encourages VDT users to take a short break from the terminal to accomplish other work approximately once every hour and prior to leaving work for the day.
5. It is recommended that VDT users who are pregnant consult with their physician for any precautions which might need to be taken

APPENDIX F



RECLASSIFICATION QUESTIONNAIRE

Name _____ Department _____

Current Position/Classification _____

Current Range on Classified Salary Schedule _____

Immediate Supervisor _____

INSTRUCTIONS: Review Article 5 Reclassification of the MPCEA/MPC Collective Bargaining Agreement. To request a reclassification, complete and submit the following document to the Office of Human Resources by **August 30th**.

- Reclassification Questionnaire
- Modified job description. Add new duties indicating with underline or highlight. Delete duties no longer performed, indicating with a strikeout.
- Any supplemental documents

REASON FOR RECLASSIFICATION: Briefly describe the reason(s) you are requesting a reclassification review.

REPRESENTATIVE DUTIES: List the major and new duties that make up your regular activities in descending order of importance. Indicate the percentage of time spent performing the duties, the frequency, and if the duties are new to your assignment.

% of Time New Duty	Description of Job Duties	Frequency
1. <input type="checkbox"/> Less than 10% <input type="checkbox"/> 10% to 25% <input type="checkbox"/> 25% to 50% <input type="checkbox"/> 50% and more <input type="checkbox"/> New Duty		<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other
2. <input type="checkbox"/> Less than 10% <input type="checkbox"/> 10% to 25% <input type="checkbox"/> 25% to 50% <input type="checkbox"/> 50% and more <input type="checkbox"/> New Duty		<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other

% of Time New Duty	Description of Job Duties	Frequency
3. <input type="checkbox"/> Less than 10% <input type="checkbox"/> 10% to 25% <input type="checkbox"/> 25% to 50% <input type="checkbox"/> 50% and more <input type="checkbox"/> New Duty		<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other
4. <input type="checkbox"/> Less than 10% <input type="checkbox"/> 10% to 25% <input type="checkbox"/> 25% to 50% <input type="checkbox"/> 50% and more <input type="checkbox"/> New Duty		<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other
5. <input type="checkbox"/> Less than 10% <input type="checkbox"/> 10% to 25% <input type="checkbox"/> 25% to 50% <input type="checkbox"/> 50% and more <input type="checkbox"/> New Duty		<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other
6. <input type="checkbox"/> Less than 10% <input type="checkbox"/> 10% to 25% <input type="checkbox"/> 25% to 50% <input type="checkbox"/> 50% and more <input type="checkbox"/> New Duty		<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other
7. <input type="checkbox"/> Less than 10% <input type="checkbox"/> 10% to 25% <input type="checkbox"/> 25% to 50% <input type="checkbox"/> 50% and more <input type="checkbox"/> New Duty		<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other
8. <input type="checkbox"/> Less than 10% <input type="checkbox"/> 10% to 25% <input type="checkbox"/> 25% to 50% <input type="checkbox"/> 50% and more <input type="checkbox"/> New Duty		<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other
9. <input type="checkbox"/> Less than 10% <input type="checkbox"/> 10% to 25% <input type="checkbox"/> 25% to 50% <input type="checkbox"/> 50% and more <input type="checkbox"/> New Duty		<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other
10. <input type="checkbox"/> Less than 10% <input type="checkbox"/> 10% to 25% <input type="checkbox"/> 25% to 50% <input type="checkbox"/> 50% and more <input type="checkbox"/> New Duty		<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other
11. <input type="checkbox"/> Less than 10% <input type="checkbox"/> 10% to 25% <input type="checkbox"/> 25% to 50% <input type="checkbox"/> 50% and more <input type="checkbox"/> New Duty		<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other
12. <input type="checkbox"/> Less than 10% <input type="checkbox"/> 10% to 25% <input type="checkbox"/> 25% to 50% <input type="checkbox"/> 50% and more <input type="checkbox"/> New Duty		<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other

6. Provide any comments or information that will be helpful in reviewing this request.

I have read the proposed job description and understand that the incumbent is requesting a review of their current position because they believe that the work has significantly changed and warrants a review. The functions as stated in the revised job description, along with any comments indicated above, clearly define the work being performed, are appropriate to the level of service the department will provide, and support college goals and objectives.

Supervisor's Signature _____ Date _____

1st Level Administrator Review
1. I have reviewed the updated job description and concur with the changes as indicated by the employee. <input type="checkbox"/> Yes <input type="checkbox"/> No If no, attach a statement with your signature to this form.
2. I have reviewed the updated job description and concur with the supervisor's comments. <input type="checkbox"/> Yes <input type="checkbox"/> No If no, attach a statement with your signature to this form.
3. I have read the proposed job description and concur that the work as described is appropriate to the level of service that will be provided and supports college goals and objectives. <input type="checkbox"/> Yes <input type="checkbox"/> No If no, attach a statement with your signature to this form.
Dean/Vice President Signature _____ Date _____

Forward to Vice President if Dean is 1st level Administrator for review
1st Level Administrator Review 1. I have reviewed the updated job description and concur with the changes as indicated by the employee. <input type="checkbox"/> Yes <input type="checkbox"/> No If no, attach a statement with your signature to this form.
2. I have reviewed the updated job description and concur with the supervisor's comments. <input type="checkbox"/> Yes <input type="checkbox"/> No If no, attach a statement with your signature to this form.
3. I have read the proposed job description and concur that the work as described is appropriate to the level of service that will be provided and supports college goals and objectives. <input type="checkbox"/> Yes <input type="checkbox"/> No If no, attach a statement with your signature to this form.
Dean/Vice President Signature _____ Date _____
Forward to the Office of Human Resources

APPENDIX G
Monterey Peninsula Community College District
Classified Employee Performance Evaluation

Employee: _____

Classification: _____

Department/Division: _____

Evaluation period from _____ to _____

Rater/Supervisor: _____

Annual Evaluation Probation Other

1	2	3	Performance Factor	Comments
Performance unsatisfactory - deficient and requires immediate improvement	Improvement needed for performance to meet expected standards	Performance meets expected standards		
			Quality of Work: The work is accurate, organized, neat and thorough.	
			Quantity of Work: Regularly produces volume of work. Meets deadlines, job requirements and guidelines. Uses time effectively.	
			Knowledge of Job: Understands all aspects of work, possesses and maintains skills relevant to the department and district, is well informed and educated in performing to the level	
			Working Relationships/Attitude: Acts in a manner that reflects courtesy, civility, and appreciation of all diverse backgrounds. Establish and maintain effective	
			Communications: Communicates knowledge clearly, accurately and thoroughly; presents ideas clearly and concisely, either orally or in writing.	
			Initiative: Sees when something needs to be done and does it; offers suggestions to improve work process and the environment;	
			Work Habits: Observes District's rules and regulations; complies with District's safety policies and practices. Operates equipment and/or vehicles in a safe manner.	
			Attendance and Punctuality: Adheres to work days and hours; demonstrates promptness and is regularly present.	

Noteworthy Accomplishments:

Performance Goals & Plans

Performance goals and plans should be based on discussion of evaluation between employee and supervisor.
This section may be used for Short/Long Term Goals.

Goals - Goals for improvement in job performance.	Plans - Methods by which the employee can work towards accomplishing his/her performance goals.
Short Term	
Long Term	
Overall Performance Evaluation: <input type="checkbox"/> <ol style="list-style-type: none"> 1. Performance unsatisfactory-deficient and requires immediate improvement 2. Improvement needed for performance to meet expected standards 3. Performance meets expected standards 	

Permanent Employee Evaluation:

If the overall evaluation has a rating of 1 or 2, the employee will be reevaluated in 30—90 days.

According to section 5.2.1 of the contract, it is the responsibility of the employee and supervisor to compare his/her job description with the duties during the evaluation process.

	Supervisor	Employee
I have reviewed the job description and duties.	Yes	Yes
Duties are not accurate, I will be submitting a request for reclassification, Pursuant to Article 5 of the contract.	Yes No	Yes No
Employee and Supervisor had a meaningful conversation about how the employee impacts Student Learning. <i>This discussion may include: Mission Statement, Accreditation Standards, Program Reflections, etc.</i>	Supervisor Yes No	Employee Yes No <i>This is a Non Rated Section</i>

This evaluation represents my best judgment of this employee’s performance.

Rater/Supervisor: _____ Date: _____

This report has been discussed with me. Signing this form does not necessarily mean that I agree with all the ratings. I understand that I have the right to submit a response within 10 working days. This response will be attached to my evaluation and placed in my personnel file.

Employee: _____ Date: _____