

AGREEMENT

Between

HARTNELL COMMUNITY COLLEGE DISTRICT

and

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

CHAPTER 470

FOR July 1, 2019 - June 30, 2022

RATIFIED BY CSEA Chapter 470: October 29, 2020

RATIFIED BY GOVERNING BOARD: November 17, 2020

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ARTICLE 1 RECOGNITION

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

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

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

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

ARTICLE 2 SEPARABILITY AND SAVINGS

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

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

ARTICLE 3 NEGOTIATIONS

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

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

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

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

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

Section 5. Nothing contained in this Agreement shall be interpreted as to imply or permit the invocation of past practice, or tradition, or accumulation of any employee rights, or privileges other than those expressly stated herein. However past practice may exist when the pertinent section of the Agreement is unclear or ambiguous and the practice meets the standard in law. In those instances, either the District or CSEA may put the other party on notice that the past practice shall cease to exist with the start of a new successor Agreement.

ARTICLE 4 MAINTENANCE OF OPERATIONS

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

Section 2. CSEA agrees that for the term of this Agreement and until exhaustion of the impasse procedure to conclude a successor agreement, neither the Chapter, nor any person acting in its behalf, shall cause, authorize, engage in, encourage, or sanction: a work stoppage, slowdown, picketing other than for informational purposes, sick-in, sympathy strike or strike by any euphemism whatsoever known, against the District, or the concerted failure to report for duty, or abstinence from the full and faithful performance of the duties of employment.

Section 3. The District agrees it shall not, during the term of this Agreement, and until exhaustion of the impasse procedure to conclude a successor agreement, lockout any employee in the bargaining unit.

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

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

ARTICLE 5 MANAGEMENT RIGHTS

Section 1. The Chapter recognizes and agrees that the rights of public management derive from the Constitution of the State of California and the Education Code and not from the contract. All matters not specifically enumerated in this Agreement or as within the Scope of Representation in Government Code 3543.2 are reserved to the District.

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

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

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

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

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

1. regular (probationary and permanent) full-time and part-time classified employees -- such persons are members of the classified service. Every position not defined as an academic position and not specifically exempted from the classified service by the provisions of Education Code Section 88003 shall be a part of the classified service.
2. student employees -- Full-time students employed part-time, and part-time students employed part-time in any work-study program, or in a work experience education program conducted by the District and which is financed by state or federal funds, shall not be a part of the classified service. Employment of such students shall not result in the displacement of classified personnel.

3. substitute employees --
 - a. Any person employed to replace any classified employee who is temporarily absent from duty for no more than 195 working days in a fiscal year shall not be part of the classified service.
 - b. If the District is actively engaged in a procedure to hire a permanent employee to fill a vacancy in any classified position, the District may fill the vacancy through the employment, for not more than 60 (sixty) calendar days, with one or more substitute employees.
4. short-term employees -- Any person who is employed to perform a service for the District, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. Short-term employees shall not be part of the classified service. Before employing a short-term employee, the governing board, at a regularly scheduled board meeting, shall specify the service required to be performed by the employee pursuant to the definition of "classification" in Education Code section 88001(a), and shall certify the ending date of the service. The ending date may be shortened or extended by the governing board, but shall not extend beyond 75 percent (seventy-five) of a school year. "Seventy-five percent (75%) of a college year" means 195 working days, including holidays, sick leave, vacation and other leaves of absences, irrespective of number of hours worked per day.
5. Apprentices and professional experts may be employed on a temporary basis for a specific project, regardless of length of employment, and shall not be a part of the classified service.
6. CSEA shall be notified in writing of the employment status of substitute, short term, apprentices, and professional expert employees to include the classification and beginning and ending date of assignment. The District will continue to ensure CSEA has access to publicly available Board documents reflecting these appointments, and will also provide CSEA quarterly written reports demonstrating the assignment, pay status, department, and duration in position/classification of substitute, short term, apprentice, and professional experts employed at the District.

Section 6. The District may delete from Appendix "A" titles that have been vacant for 12 calendar months, subject to the rules of PERB. If CSEA agrees with the District decision to delete a classification from the recognized unit, the Chapter will join the District in notifying the PERB of such modifications.

ARTICLE 6 ORGANIZATIONAL RIGHTS AND RESPONSIBILITIES

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

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

Section 3. Posting/Distribution of Materials. The Chapter may use, without charge,

1. One CSEA designated bulletin board or space located at each main site of operations, including:
 - a. Main Campus, Building E
 - b. King City Education Center
 - c. Alisal Campus
 - d. Soledad Education Center
 - e. Castroville Education Center

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

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

Section 4. Employee Organization -- Contact. By January 15 of each year, the Chapter shall provide to the Superintendent-President or designee the name(s) of recognized employee organization representative(s) authorized to discuss Chapter matters with the District and its employees.

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

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

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

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

Section 8. Committee Appointments.

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

Section 9. Release Time.

1. No Paid release time shall be used or granted by the Chapter representative for negotiations preparation per session.
2. A maximum of four (4) authorized members of the Chapter's negotiating committee shall be released from their regular work duties, with pay, when negotiating meetings are scheduled during regular working hours of the employee members involved.
3. The District shall provide five (5) days of paid release time to designated chapter delegates each to attend the annual CSEA Conference. The maximum number of

delegates authorized for this leave will be limited to the number of official delegates allowed by the CSEA formula that determines the number based on chapter membership, so long as that number of delegates is three (3) or fewer. CSEA shall notify the Superintendent/President or his/her designee at least thirty (30) days prior to the use of such release time. CSEA shall make every effort to not have more than one delegate from a department where it would seriously hinder operations. CSEA conference is typically scheduled midsummer.

4. Subject to the terms of this Paragraph and Section 8.1, the District will provide release time for designated unit members to attend meetings for the committees to which they have been appointed by CSEA. The release time available may include a maximum of two (2) hours of release time for each meeting identified in this section that the employee attends as a CSEA designee, to be used for preparation or follow-up tasks related to the employee's participation at the meeting, unless explicitly agreed to between the District and CSEA. Release time for CSEA appointments to committees is limited to eight (8) hours per month, per designated employee, unless explicitly agreed to between the District and CSEA.
5. Where the District has assigned a classified employee to participate in a task force or work group as a function of their job duties, the employee will receive their regular pay for the time during their regular working hours participating in and preparing for required tasks related to the District-assigned role.
6. One (1) CSEA classified employee, if elected or appointed by the CSEA Regional body, shall be granted paid release time for the purpose of attending all scheduled Monterey County Schools Insurance Group (MCSIG) joint powers agreement (JPA) Board of Directors meeting. This representative who is eligible to attend MCSIG meetings as defined above, will also be one of the CSEA-appointed representatives to participate in the Joint Labor-Management Benefits Committee as identified in Article 14.7.
7. See Grievance Procedures (Article 21.6) for release time in grievance processing.

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

1. Employee Information

- a. "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article, only the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit.
- b. The District shall provide CSEA with the contact information on the new hires. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service, within 30 days of the date of hire or by the first pay period of the month following the date of hire. CSEA shall maintain the privacy of the employee information. This contact information shall include the following items on file with the District, with each field in its own column:

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

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

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

- i. First Name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III)
- v. Job Title;
- vi. Department;
- vii. Primary worksite name;
- viii. Work telephone number;
- ix. Work Extension
- x. Home Street address (incl. apartment #)
- xi. City
- xii. State
- xiii. ZIP Code (5 or 9 digits)
- xiv. Home telephone number (10 digits);
- xv. Personal cellular telephone number (10 digits);
- xvi. Personal email address of the employee;
- xvii. Birth date;
- xviii. Employee ID;
- xix. CalPERS status (“Y” if in CalPERS; “N” if not in CalPERS);
- xx. Hire date.

2. New Employee Orientation

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

Section 11. Public Information. The District shall provide a copy of any public document, budget, or financial material submitted to the Governing Board at a public meeting, to the CSEA President prior to the meeting. Posting materials on the District's website prior to the meeting of the Governing Board will constitute compliance with this section. The Chapter agrees to provide the District with a single copy of all written reports submitted to the Public Employment Relations Board (PERB).

Section 12. Organizational Grievances. Notwithstanding Article 19, Section 1, Paragraph 2, the Chapter officers may file a grievance beginning at level IV of the grievance procedure, if they allege that a violation of organizational rights as defined in this article has occurred. Before filing such a grievance, the Chapter officers shall attempt to resolve their disagreement through informal consultations with the Superintendent-President or designee.

Section 13. Distribution of Contract. Within forty-five (45) working days of Board ratification of this Agreement, the District shall post a copy of this Agreement on the District website and provide an electronic copy to the Chapter.

ARTICLE 7 EVALUATION

Section 1. Purpose of Evaluations. The philosophy and purpose of classified staff evaluation is:

1. To identify and commend effective performance.
2. To counsel and assist employees to improve performance.
3. To appropriately document the basis for commendation, and/or concerns of job performance.

Section 2. Criteria for Evaluation and Assessment. The District shall provide for evaluation and assessment of unit members' competency as it reasonably relates to each of the following:

1. Performance of the task/duties assigned per job description.
2. Maintenance of professional and effective attitude toward job performance, working with other staff, faculty, and students, interaction with the public, attendance, and work habits including dressing appropriately for the position.
3. The evaluation and assessment shall be based upon the immediate supervisor's observation of the employee's work product and/or appropriate third party observation substantiated by the immediate supervisor. If an employee has more than one immediate supervisor, each supervisor shall participate in the evaluation, though one supervisor will be designated as the primary supervisor, who shall be deemed the "immediate" supervisor in all parts of this agreement.

Section 3. Evaluator's Duties. Each employee's immediate supervisor is responsible for evaluating the employee's performance, based upon their knowledge and/or personal observation. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. Any unsatisfactory evaluation shall include recommendations for improvement. The employee shall have the right to review and respond to any evaluation.

Section 4. Professional Development and Goal Setting. The focus of goal setting is to review department priorities and the employee's growth, necessary improvements, and professional development toward meeting the employee's and institutional priorities and goals. This practice is intended as an opportunity for employees to access available resources.

1. At the time of each regular evaluation, each employee, together with their supervisor, will identify specific job or career-related goals that the employee will work to achieve during the following review period.
2. If the identified goals require training or other professional development to achieve, the employee and supervisor will identify specific trainings/classes that would help the employee achieve those goals.
3. The supervisor will support participation in such professional development during the regular work day.
4. The employee's goals will be included with the evaluation document and reviewed at the end of each review period.

Section 5. Period of Review: Probationary Employees. A new regular full-time or part-time employee in the bargaining unit shall be in probationary status for a period of nine (9) working months. An evaluation of such an employee may be conducted at any time but at least prior to the expiration of the fourth (4th) and eighth (8th) working months. The rating will include a recommendation regarding continued employment or dismissal of the employee. The probationary period is nine (9) months, after which the employee shall become a permanent employee. Under certain circumstances, the nine (9) month probationary period may be extended at the recommendation of the supervisor with the concurrence of the appropriate vice president and the Chief Human Resources Officer and CSEA. In such a case, the supervisor will complete an improvement plan. An additional evaluation will be made during the eleventh month for a one-year probationary period. An extension of the probationary period is not grievable but must be made prior to date of permanency. All ratings will include a recommendation regarding continued employment or dismissal of the employee.

Section 6. Period of Review: Permanent Employees. Permanent employees will be evaluated every two (2) years on their anniversary date or more frequently, as deemed necessary or advisable by the immediate supervisor or first-level manager.

The evaluation is designed to provide feedback to the employee regarding their performance throughout the evaluation period.

Section 7. Frequency of Evaluations. It is the District's prerogative to evaluate any employee at any time, e.g., in the event the employee has exhibited below standard work performance or exceptional work performance.

Section 8. Employee's Response to Evaluation.

1. An employee who desires to register disagreement with the content of an evaluation may take the following steps:
 - a. Record a statement of objection at the time of the evaluation conference with the immediate supervisor; or
 - b. Submit a statement in writing within ten (10) working days of the conference. Such a statement shall be attached to and become a permanent addition to the evaluation document; and
 - c. May request in writing within ten (10) working days a review of his/her evaluation by the evaluator's immediate supervisor.
2. The rating will be changed only upon a finding by the supervisor that the rating was produced by mistake or fraud.
3. An unsatisfactory evaluation may be appealed to the next level supervisor who will have the final authority to amend, affirm, or reverse the evaluation or elements of the evaluation (for the definition of an unsatisfactory evaluation, see Section 9.2, below.)

Section 9. Definition and Effect of Unsatisfactory Evaluation; Procedures for Permanent Employees.

1. If a permanent employee may be receiving an unsatisfactory evaluation, the supervisor shall hold a pre-evaluation conference with the employee at least ninety (90) days prior to

the written evaluation, or as soon as the basis for the unsatisfactory evaluation is determined, if fewer than ninety (90) days prior to the written evaluation.

2. A written unsatisfactory evaluation shall be defined as receiving a Rating of 1 (Performance deficient and requires immediate improvement) or 2 (Improvement needed for performance to meet expected standards) for a minimum of three (3) of the seven (7) performance factors listed on the performance appraisal and objective plan. See Appendix G.
3. When scheduling the pre-evaluation conference, the supervisor must inform the CSEA member of the purpose for the meeting -- to discuss and give specific recommendations and/or direction as a means of improvement to correct deficiencies. CSEA unit members may invite a Union representative to attend the meeting as an observer, and the follow-up evaluation meeting. For purposes of this section, an observer's tasks are defined as: take notes, request a break to caucus with the unit member, and ask to reframe or clarify statements if the communication is unclear to the unit member. If a CSEA representative is invited to attend as an observer, Human Resources will be invited to attend also. Nothing in this section changes an employee's right to union representation in disciplinary matters under NLRB v. Weingarten or the Employer-Employee Relations Act.
4. During the pre-evaluation conference, the employee shall be given a written improvement plan that clearly documents the actions to be taken to receive a satisfactory evaluation.
5. Sixty (60) calendar days after an unsatisfactory evaluation is placed in the personnel file, a follow-up evaluation shall be conducted and reduced to writing. The evaluation of the employee's work performance shall be based on the pre-evaluation improvement plan and additional objectives listed on the evaluation that recorded the unsatisfactory performance.
6. The District will not use the evaluation in a discriminatory or unfair manner.

Section 10. Probationary Employees.

1. Work plan for probationary employees

Within ten (10) working days of hire, the immediate supervisor shall provide a written work plan outlining the goals and objectives upon which a new employee shall be evaluated during the probationary period. In addition, if there is a change in immediate supervisors, the work plan shall be reviewed by the new supervisor and the probationary employee and modified as appropriate.

A work plan template is attached as Appendix B, though any document that fulfills the requirements of the above paragraph will suffice.

2. Effect of unsatisfactory evaluation

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

Section 11. Confidentiality of Evaluations. A signed copy of each evaluation shall be given to the employee at the time of the evaluation and the original placed in the employee's personnel file. All employee evaluations are confidential.

Section 12. Effect of Violation of Evaluation Procedures. Notwithstanding any other provision of this Article on Evaluation, or Article 21, Grievance, a member of the bargaining unit, or CSEA may file a grievance relative to specific alleged violation of the procedures used in the evaluation of the employee. It is hereby agreed, however, that the specific content of any evaluation is not subject to the grievance procedure.

Section 13. Evaluation Tools. The classified evaluation form is appended to this agreement in Appendix G. The parties shall negotiate proposed alternative evaluation forms and tools before they are implemented.

ARTICLE 8 PERSONNEL FILES

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

Section 2. Indemnification. Authorization for a CSEA representative to review an employee's personnel file shall be in writing from the employee. CSEA agrees to indemnify, defend, and hold harmless the District against any claims or suits against the District or its agents arising from the scope of, or from misrepresentation of, such representative authorization.

Section 3. Employee Review of File. An employee may review the contents of his/her file and respond to any non-confidential documents in the file. Such review/response shall be undertaken upon the employee's own time, or during duty hours with the approval of the employee's supervisor.

Section 4. Record of Access. The District shall maintain a record of access in each personnel file indicating those persons who have examined the file; such record shall include name(s) of person(s) making the examination and the date(s).

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

Section 6. Derogatory Materials. No materials derogatory to a unit member's conduct or service shall be placed into the unit member's file unless the unit member has been notified in accordance with Education Code § 87031.

Section 7. Employee's Right to Respond. The unit member shall have the right to attach a written response within 10 working days to any materials regardless of the nature of the materials.

ARTICLE 9 PAY AND ALLOWANCES

Section 1. Wages.

1. Salary Schedule: All bargaining unit employees shall be classified and designated a range and step on the salary schedule. The salary schedule will include five lateral steps with a five (5) percent increase between steps and two and one-half (2.5%) percent between ranges, effective July 1, 2015 (see Appendix D). The parties' acceptance of salary schedules will be deemed to be an acceptance that the steps and ranges meet this criteria.

Effective July 1, 2019 a 5% increase will be applied to the salary schedule at Appendix D.

Effective July 1, 2020, a 2% increase will be applied to the salary schedule at Appendix D.

Effective July 1, 2021 a 1% increase will be applied to the salary schedule at Appendix D.

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

Any salary or benefit payment error resulting in an overpayment to an employee shall be corrected by the District through deduction of the overpayment from the next paycheck (after discovery of the overpayment). In the event deduction of the full overpayment from one paycheck would decrease the corrected net pay in that paycheck in excess of ten (10) percent, the full overpayment shall be recovered by the District through deductions from the next months' paychecks, with no deduction to exceed ten (10) percent of the employee's corrected net pay. The above notwithstanding, the District may recover the full overpayment from the next paycheck in cases where the employment of the person is terminating either voluntarily or involuntarily.

5. Paychecks
 - a. All paychecks after the first one will be paid by direct deposit into the employee's designated bank account. Every employee will notify the Payroll Office of their bank account information and complete all necessary paperwork to accomplish this.
 - b. Any paycheck for any bargaining unit employee which is lost after receipt, or which is not delivered within five (5) days of mailing, if mailed, shall be replaced forthwith after filing of an affidavit by the employee that the warrant was lost or destroyed and payment by the employee of a "stop payment" charge.

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

- a. If hired or promoted between the first and fifteenth of the month, inclusively, the anniversary date shall be the first of such month.
- b. If hired or promoted between the sixteenth and thirty-first of the month, inclusively, the anniversary date shall be the first of the following month.

Annual increments earned, shall be awarded on the first day of the month following the employee's completion of twelve months of paid service.

Section 3. Promotion. When an employee is promoted, he/she shall be placed on the salary schedule at the range of the new classification and on the step which will result in a minimum of a five percent (5%) increase in his/her hourly wage. Longevity increments do not affect this calculation and are paid in addition to the new salary schedule placement.

Section 4. Mileage.

1. Use of Private Vehicles - Bargaining unit employees who use private vehicles (auto or truck) for official business with prior approval of their supervisor, shall be reimbursed for mileage at the mileage reimbursement rate allowed by the Internal Revenue Service without attribution to the employee's income. Reimbursement shall be made pursuant to standard college mileage claim forms, signed by the employee's immediate supervisor.
2. Automobile Liability Insurance - The District shall provide bargaining unit employees using a District vehicle on District business, auto liability insurance coverage in an amount of \$1 million. When driving a personal vehicle on official District business, auto liability insurance coverage in an amount of \$1 million (\$1,000,000.00) will act as secondary coverage. Each bargaining unit employee shall provide the Business Office proof of insurance prior to driving on District business.
3. Mileage Compensation During Temporary Assignments - Bargaining unit employees required to work at a work site on temporary assignment which is more than five (5) miles one way from their normal work site, shall be compensated for the total mileage difference between their normal work site and their temporary work site at the amount established in this Agreement for reimbursement for mileage, provided that the work site of the temporary assignment is actually further away from their home than the normal assignment. All mileage shall be reimbursed pursuant to standard District claim forms, signed by the employee's immediate supervisor. "Temporary assignment" is defined in Article 19, section 7.

Section 5. Meals, Lodging, and Travel Expenses. Bargaining unit employees who are required by work assignment to be absent from the District, shall be reimbursed for actual and necessary expenses incurred as part of the work assignment. Reimbursements shall be made pursuant to standard college claim forms, approved by the employee's immediate supervisor or first level manager. Classified employees shall be paid for all hours worked traveling to and from the work assignment, meeting, or conference and for all time required to be in attendance at the meeting or conference sessions. This section applies to all employees, both drivers and passengers in a vehicle, who travel in the course of business and includes reimbursements for meals and lodging. If the employee is required to begin travel before 6

a.m., breakfast will be a reimbursable expense and if travel time extends beyond 6 p.m., dinner will be a reimbursable expense. If possible, the bargaining unit employee and supervisor will review the agenda and expectations for the conference before travel.

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

- a. Personal protection equipment (including but not limited to lab coat and one pair of safety goggles and coveralls); and
- b. Non-slip shoes, based on demonstrated need.

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

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

Section 9. Longevity. After completion of years 10, 15, 20, and 25, bargaining unit employees receive four (4) longevity steps at years 11, 16, 21, and 26 consisting of 2.5% each.

Section 10. Tuition Waiver. There is a tuition waiver program for bargaining unit members who take classes at Hartnell College. The tuition waiver form, which may be updated from time to time for administrative convenience, is attached as Appendix J.

Employees may not sign up for, or request a waiver for tuition of, any classes that occur during the employee’s normal work day, without first obtaining the permission of their supervisor, and having worked out an acceptable alternate work schedule for that semester. The alternate schedule will be reduced to writing, signed by the employee and supervisor, and placed in the employee’s personnel file.

Employees who leave District employment within one year of receiving the waiver will reimburse the District for the amount of the waiver received.

Section 11. Compensation for Proficiency in Designated Languages.

1. Positions Requiring Bilingual Proficiency:
 - a. Employees in positions which serve a targeted population of limited or non-English speakers through specific directives shall be required to be bilingual in English and the targeted language.
 - b. When the District determines that a classified position requires oral proficiency in a designated language other than English, including sign language, the job posting for that position will state the requirement and that position shall be included in the list in this section.
 - c. For any positions so advertised, the successful candidate who has proven the advertised bilingual skills, in a test jointly agreed to between the District and the CSEA, will receive a \$100 bilingual stipend per month.

d. The following positions require bilingual skills:

Classification	Number of positions	Assignment	Language
College Pathways Coordinator	1	Student Success and Support Program (SSSP/community Focus	Spanish
Student Services Technician	1	High School Equivalency Program (HEP)	Spanish
Administrative Assistant I	1	High School Equivalency Program (HEP)	Spanish
Program Assistant I	1	MiCASA – Equity Program Assistant I	Spanish
Program Assistant II	1	MiCASA – Equity Program Assistant II	Spanish
Program Assistant I	1	SVAEC – Program Assistant I	Spanish
Program Assistant II	1	SVAEC – Program Assistant II	Spanish
Enrollment Specialist	1	King City – Enrollment Specialist	Spanish
Enrollment Specialist	1	Alisal Campus – Enrollment Specialist	Spanish
Administrative Assistant II	1	Child Development Center	Spanish
Administrative Assistant I	1	Counseling	Spanish
Admission & Records Technician	1	Student Services	Spanish
Administrative Assistant I	1	Administrative Services – Switchboard/Mailroom	Spanish
Administrative Assistant I	1	TRIO	Spanish
Accounting Assistant	1	Administrative Services – Cashier	Spanish

2. Ineligible Classifications:

- a. Employees in classifications where there is no regular service provided to students or community members who are limited or non-English speakers shall not be eligible for a bilingual stipend.
- b. Request for Bilingual Stipend: The District will consider requests to convert a position into a position that is eligible for bilingual stipend after receipt of a completed "Request for Bilingual Stipend" form. The form is attached as Appendix I.
- c. The following classifications are not eligible:

Accountant
Senior Accountant
Computer and Telephone Technician
Curriculum and Scheduling Specialist
Institutional Data Analyst
Institutional Research Analyst
Institutional Research Assistant
Programmer Analyst
Senior Programmer Analyst
Programmer Analyst Network Administrator
Programmer Analyst Web Administrator
Purchasing Technician
Warehouse Technician

3. General Classifications / Positions:

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

4. Bilingual Exam:

- a. Proficiency will be demonstrated on the HCCD Language Proficiency in a Designated Language Exam ("HCCD Exam") administered by the District.
- b. Eligible languages include but are not limited to Spanish and American Sign Language. Other languages may become eligible by filing a "Request for Bilingual Stipend" with Human Resources providing specifics about services provided. Request form is attached as Appendix I.
- c. The HCCD Exam will be administered at least three (3) times per calendar year, once each semester and once during summer, for employees in general classifications who volunteer to participate in the exam process. Candidates for positions requiring bilingual skills shall be tested and must pass the exam prior to being offered the position.

- d. Exam sessions shall be recorded. An employee who takes and fails the exam may appeal within 14 calendar days from receipt of the test results with the Chief Human Resources Officer who shall have the taped exam re-evaluated. The re-evaluated results shall be final.
 - e. An employee who does not achieve a passing score may re-take the exam.
- 5. Employees who qualify for and subsequently receive the stipend are expected to utilize their language skills during the course of their regular assignment.
 - 6. Bilingual stipend payments will be paid within the first thirty (30) days following qualification by the employee. Stipend payments shall be made monthly thereafter.

Section 12. Other Unit Increases. In the event that the District reaches agreement during the term of this agreement (from October 2020 to June 30, 2022), with any other bargaining unit, for regular employees, to an across-the-board increase to the regular, represented employees' wages on a salary schedule or an increased contribution toward health and welfare benefits exceeding those increases approved under this agreement, CSEA represented employees shall be afforded the same increased compensation. The parties shall meet within fifteen (15) working days following Board approval to determine how the increase shall be distributed to CSEA represented employees.

ARTICLE 10 WORK OUT-OF-CLASSIFICATION

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

Section 2. Employees in the bargaining unit may be assigned by their immediate supervisor to perform out-of-classification work.

The term "work out of classification" is defined as a management authorized temporary assignment to perform duties that are inconsistent with the employee's regular classification, and instead are consistent with duties of a different classification, for a period of more than five (5) working days within a fifteen (15) calendar day period.. All such assignments must be made and authorized in writing by management.

If the employee is assigned to perform temporary out-of-classification assignment duties that are consistent with the duties of a higher classification, the employee's salary shall be adjusted upward for the entire period of the out-of-classification assignment. A "Notice of Personnel Action" form reflecting the out of class authorization must be completed and signed by both the employee and their supervisor and submitted to the Human Resources Office for the salary to be adjusted.

Section 3. If an employee in the bargaining unit is assigned as set forth in Section 2 above to perform classification work consistent with a higher classification, the employee shall be compensated at the higher rate of pay for all time worked pursuant to the out-of-class assignment. The term "higher rate of pay" means step placement in the classification range for the work performed during the out-of-class assignment that would provide an hourly increase over the employee's regular hourly rate, plus one step.

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

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

Section 6. If an employee is required to work out-of-classification for more than thirty (30) working days, the District and CSEA shall meet and confer regarding the impacts and effects of this assignment that either party identifies and are within the scope of bargaining.

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

ARTICLE 11 HOURS AND OVERTIME

Section 1. Fixed and Ascertainable Schedule. Upon initial employment and each change in classification, each employee shall receive a copy of the applicable job description, a specification of the monthly salary applicable to the position, a statement of the employee's supervisor and worksite, and regularly assigned work shift, hours, days per week, and months per year.

Section 2. Work Year.

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

A work calendar shall be provided to the employee at the time of hire. Each bargaining unit employee shall be assigned a fixed annual work year consisting of the number of months of service, and a designation of which months or portions thereof that are not included in the work year.

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

Section 3. Work Schedule.

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

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

2. Part-time bargaining unit employees normally shall be assigned to 20 hours or more per week, but less than 30 hours per week. The establishment of less than 20 hours per week shall be negotiated between the District and CSEA.

See Sections 5 and 6 for District or Employee Initiated Proposals to Change a Work Schedule.

Section 4. Workday.

1. The workday for each bargaining unit employee shall be established by the District in accordance with provisions of this Agreement.
2. A part-time employee shall not be assigned regular working hours which include a workday of less than three (3) hours.
3. Part-time bargaining unit employees who work a minimum of thirty (30) minutes per day in excess of their regular part-time assignment for a period of at least twenty (20) consecutive working days will have their basic assignment changed to reflect the longer period actually worked. If this new workday entitles them to acquire fringe benefits, they will be assigned on a properly prorated basis.
4. When a part-time position in the bargaining unit will receive additional hours on a regular permanent basis, and multiple individuals hold part-time positions in the classification and assignment to receive the additional hours, the additional hours shall be offered to the

part-time employee in the appropriate job classification and assignment within that office or department with the greatest seniority with the District.

If such employee declines the added hours, the added hours shall be offered to the remaining part-time employees in the appropriate classification within that office or department in descending order of seniority with the District. If, after following the process outlined above, no employee volunteers for the additional hours, then the hours shall be given to the employee with the least seniority.

Section 5. District-Initiated Work Schedule Change.

1. If the District determines that it could better serve its students or the community by changing the hours of operation of any office or program, it shall provide CSEA with advance written notice of the change and offer to meet with CSEA to address the negotiable effects of the change.
2. Alternative Schedule for Entire Operation

If the District proposes to shift the entire operation of any office to a four (4) day, ten (10) hours per day schedule or a different alternative schedule, it shall notify CSEA in advance of the change and offer to meet with CSEA to address the negotiable effects of the change. CSEA hereby waives its right to negotiate the effects of any schedule change noticed by the District to be in effect for less than four months.

3. Schedule or Workday Adjustment:

Subsection 3 shall apply for the term of this current Collective Bargaining Agreement and ending June 30, 2022 only, unless mutually agreed by the parties:

- a. An immediate supervisor may make a temporary change in an employee's workday, not to exceed three (3) consecutive working days, upon two (2) work days' notice for no more than ten (10) instances per fiscal year.

The District acknowledges that short-notice, unilateral changes to an employee's workday or schedule as identified in section 3(a) should be avoided whenever possible. Supervisors will take all reasonable efforts to provide as much notice as possible of expected proposed changes to employees' schedules or workdays.

If a supervisor seeks to change an employee's workday without the employee's consent under section 3(a) more than twice in a four-week period, the matter will be brought to CSEA and the Vice President of Human Resources.

- b. If the supervisor desires a temporary change of more than three consecutive work days, the following section applies. The supervisor may temporarily revise the work days of a unit member for a maximum of forty-five (45) working days one time, within a fiscal year, by four hours either immediately prior to or immediately after the normal work day, provided the supervisor provides notice and offers to meet with the unit member, a representative from Human Resources, and the Union, five (5) days prior to explain the reason for the change, implementation and exit plan.
- c. Revision of the unit member's work schedule beyond forty-five (45) working days shall be subject to negotiation with the Union.

After the term of the Collective Bargaining Agreement ending June 30, 2022 expires, unless mutually agreed otherwise by the parties, the following shall apply, reflecting the language of the immediately preceding Collective Bargaining Agreement:

An immediate supervisor may make a temporary change in an employee's workday not to exceed three (3) days, upon two (2) work days' notice. If the supervisor desires a temporary change of more than three consecutive days, he/she shall make the request of the Chief Human Resources Officer who, together with the CSEA president/designee, shall have the authority to grant the temporary change.

4. It is also the intent of the parties that such changes in the work schedule would not be made for the purposes of avoiding overtime compensation due to the member under state or federal law.

Section 6. Employee Requested Work Schedule Change.

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

Section 7. Lunch Periods. The District shall establish an unpaid, uninterrupted lunch period of not less than one-half (1/2) hour for each bargaining unit employee working five (5) or more consecutive hours per day. The lunch period shall be scheduled at the time each employee is hired, by the employee's immediate supervisor at or about the midpoint of the work shift.

Section 8. Rest Periods. The District shall provide one paid non-accumulative 15 minute rest period for each four (4) consecutive hours worked, at or about the midpoint of the four hour period, but not during the first or last hour of the workday, and not added to the lunch period. It is the employee's responsibility to take this rest period. Any rest period not taken in any day is lost.

Section 9. Overtime.

1. All overtime for full-time bargaining unit employees authorized or knowingly permitted by the immediate supervisor (who is not in the bargaining unit) shall be compensated at the rate of one and one-half (1.5) multiplied by the employee's regular rate of pay. Pay for overtime shall be paid as "other pay." Supervisors shall attempt to give reasonable advance notice, of no less than twenty-four (24) hours, of overtime opportunities.

2. Distribution: The District shall make every reasonable effort to distribute overtime equitably, balancing operational needs and seniority within the affected classifications within the department. Volunteers from among available qualified employees will be solicited and assigned by seniority. If there are no volunteers for a specific task or event, the affected Supervisor will offer the work to qualified employees outside of the office or department, by seniority. If it is necessary to assign classified employees to work overtime, and there are no volunteers, the District shall assign the work to the least senior qualified employee. "Qualified" throughout this section means having the skills and demonstrated ability to complete the required tasks in an efficient and effective manner to serve the District's needs.

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

3. Employees are required to receive advance permission from their supervisor in order to work overtime. Overtime includes:
 - a. Work on a holiday, whether as part of the bargaining unit employee's normal workweek or as required and authorized by their supervisor at the rate of two and one-half (2.5) multiplied by the regular rate of pay.
 - b. Work in excess of eight (8) hours in any one (1) day, except as provided in paragraph 4 below.
 - c. Work in excess of forty (40) hours during any workweek.
 - d. Work in excess of thirty-five (35) hours per week for any employee who works in a classification which consistently works seven (7) hours per day, consistent with Education Code section 88027.
 - e. Overtime shall be paid for any work performed on the sixth and seventh day for employees working five (5) consecutive days per week and having an average workday of four (4) or more hours per day.
 - f. Overtime shall be paid for any work performed on the seventh day for employees having an average workday of less than four (4) hours per day.
4. The established workweek for bargaining unit employees shall be from 12:01 a.m. on Sunday to 12:00 midnight the following Saturday. For the purpose of computing the hours worked, time during which the bargaining unit employee is excused from work because of holidays, sick leave, vacation, or other paid leave of absence shall be considered as time worked by the bargaining unit employee.
5. When a bargaining unit employee has a regularly scheduled workweek consisting of some days in excess of eight (8) hours, but totaling forty (40) hours per week or less, overtime shall be paid only for those hours worked in excess of ten (10) hours in any one day, or forty (40) hours in any one week.
6. Compensation
 - a. Overtime pay will be compensated at the rate of one and one-half (1.5) multiplied by the employee's regular rate of pay. Unless the overtime will be compensated as Compensatory Time Off ("CTO") as outlined in Section 7.b below, overtime pay will

be processed for payment within the same payroll period as the overtime work performed.

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

Bargaining unit employees may be granted, at their request, by their supervisor, CTO for overtime work at the same prorated ratios as overtime cash payment. The Supervisor/manager has the discretion to deny an employee's request for CTO, in which case the employee's overtime will be compensated as payment as outlined in Section 7.a. Such requests for compensatory time off rather than overtime pay shall be submitted in writing to the immediate supervisor within five (5) working days following the day the overtime was worked.

- c. Compensatory time off shall be taken at a time mutually acceptable to both employee and the supervisor, within twelve (12) calendar months of the date earned. If compensatory time is not taken within twelve (12) calendar months, the CTO will be cashed out in the next pay period at the employee's current regular rate of pay.

Section 10. Call Back Time. All bargaining unit employees called to work on a day or at a time outside their regular schedule shall receive pay for a minimum of three (3) hours or the actual number of hours worked, whichever is greater. The rate of pay (i.e. regular or overtime) shall be determined by Article 11, Section 9, "Overtime" and all applicable State and Federal laws/codes. Employees called back during vacation, shall be paid at the overtime rate for a minimum of three (3) hours or actual time worked, whichever is greater.

Distribution: The District shall make every reasonable effort to distribute overtime and call-in/call-back time equitably within the affected classifications within the department.

Section 11. Standby Time. Any unit employee who is asked to be on standby by their immediate supervisor, shall be compensated at an overtime rate of three (3) hours for every twenty- four (24) hours' standby duty. If, while on standby, the employee is asked to report, he/she shall not be paid for standby, but will receive compensation pursuant to Section 10 (Call Back).

Section 12. Shift Differentials.

1. All bargaining unit employees assigned on a regular scheduled basis to work 4 days/week with at least 3 duty hours between 6:00 p.m. and 12:00 a.m. shall receive additional monthly pay of five percent (5%) of base pay and shall be employed at the differential rate for all hours worked.
2. All bargaining unit employees assigned on a regular scheduled basis to work at least 3 duty hours between 12:01 a.m. and 6:00 a.m. shall receive additional monthly pay of six percent (6%) of base pay and shall be employed at the differential rate for all hours worked. Employees may not qualify for both differentials, but shall be paid at the higher rate. Bargaining unit employees will not be denied the shift differential due to temporary reassignment to shifts not qualifying for differential pay.

All bargaining unit employees whose regular workweek includes days which do not qualify for shift differential pay shall receive (on a monthly basis) differential pay for those assigned shifts which include at least 3 duty hours between 6:00 p.m. and 12:00

a.m. (midnight) or between 12:01 a.m. and 6:00 a.m. (as set forth under Paragraph 1 above). Irregular (emergency) assignment to shifts calling for differential pay will be granted on the same prorated basis as set forth above and be treated as "Other Pay" and paid monthly on the supplemental payroll.

3. Split Shift Differential - Compensation - All bargaining unit employees whose assigned work schedule contains one (1) or more periods of unpaid time exceeding two (2) hours of continuous duration shall receive, in addition to any shift differential, a 5% premium differential payment.

ARTICLE 12 LAYOFF

Section 1. Reason for Layoff. Layoff shall occur only for lack of work or lack of funds.

Section 2. Advance Notice to CSEA. The District shall inform CSEA regarding the effects of any planned layoffs which will affect the unit's workforce. The District shall contact CSEA and offer to discuss the possible layoff and to invite suggestions for possible cost saving alternatives to layoffs.

Section 3. Notice to CSEA. The District shall notify CSEA in writing as soon as the decision is made to agendize layoffs for a Board meeting. Any notice of layoff shall specify the reasons for layoff and identify the classification and the positions designated for elimination.

Section 4. Notice to Employee. Unless otherwise authorized in Education Code §88014, affected unit members shall be given written notice of layoff delivered personally or by certified and regular mail not less than 60 calendar days prior to the effective date of layoff. The notice shall include information of their displacement (bumping) rights, if any, and their reemployment rights. A copy of the notice (including all attachments) will be provided to CSEA.

Section 5. Notice to Employee - Specially Funded Programs. Consistent with the provisions of Education code §88017, in cases where positions in specially funded programs expire at the end of a school year, classified employees subject to layoff for lack of funds shall receive written notice on or before April 29. If the termination date of the specially funded program is other than June 30, the notice shall be given at least 60 days before the effective date of the layoff.

Section 6. Notification of Decision by Employee to District. An employee who has been given notice of layoff and displacement rights shall notify the District's Human Resources Office of his or her decision on the exercise of those rights within 10 working days of date of service by the District.

Section 7. Order of Layoff. Any layoff shall be effected within a classification. The order of layoff shall be based on seniority within that classification and higher classifications throughout the District. Movement from one classification to another at the same salary range (lateral classification) shall be considered movement to a higher classification for seniority purposes; the original classification held by the employee shall be considered the lower classification. The unit member with the least seniority within the classification plus higher classes shall be laid off first. "Higher classification" means a classification with a higher monthly salary range. "Lower classification" means a classification with a lower monthly salary range.

Section 8. Seniority Calculation. Seniority and length of service for all purposes related to bargaining unit members shall be determined by hire date in classification.

Section 9. Seniority Ties. Two or more unit members with the same seniority shall have the tie broken by using each unit member's hire date (month and day) in the classification. In the event that a tie still exists, the last four digits of the unit member's social security number shall determine seniority order (with the highest number being the highest seniority). This seniority rank shall be reflected on the seniority list and a record of such shall be placed in each affected employees' personnel file.

Section 10. Short-Term Employees. A classified unit member shall not be laid off if a short-term employee is retained to render a service that the classified employee is qualified to render.

Section 11. Displacement (Bumping) Rights and Other Options. A unit member whose position is eliminated by the District or who is displaced from his/her position by a unit member exercising bumping rights shall be presented with the following options:

- a. bump into a vacant position in the same classification (if a vacant position with the same schedule, hours and worksite (Salinas or King City) exists, options c and d below shall not apply);

“Hours” in this section means number of hours per week (e.g. 20, 40). For example, a 10 months per year, 40 hours per week, Monday – Friday, 8am – 5pm schedule at the King City campus who is offered a vacancy that is 12 months per year, 40 hours per week, Monday – Friday, 9am – 6pm will not have the option to select c or d below.

- b. bump into a vacancy in a lower or higher classification in which the unit member has the appropriate seniority;
- c. bump into a position that is held by the least senior unit member in the same classification;
- d. bump into a position held by the least senior unit member in a lower or higher class in which the unit member has greater seniority considering his/her seniority in the lower class and any higher classes;
- e. layoff;
- f. retirement in lieu of layoff;
- g. resignation in lieu of layoff.

Section 12. Layoff in Lieu of Bumping. A unit member who elects a layoff in lieu of bumping is eligible for reemployment in each class for which s/he holds seniority, in accordance with his/her class seniority, for a thirty-nine (39) month period. The unit member shall be reemployed in the reverse order of layoff.

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

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

Section 14. Retirement in Lieu of Layoff.

- a. A bargaining unit member may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such a member shall notify the District in writing of said retirement. The unit member shall then be placed on a thirty-nine (39) month reemployment list in accordance with this Article.

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

Section 15. Voluntary Resignation in Lieu of Layoff. A permanent bargaining unit member who voluntarily resigns in lieu of layoff from the District and who is rehired into the same classification within thirty-nine (39) months shall be restored of all the rights, benefits, and burdens of a permanent classified employee and the break in service shall be disregarded. Seniority shall not be earned during the break in service; however, the unit member's previous seniority shall be reinstated upon rehire.

Section 16. Rehire Rights. Laid off employees are eligible for re-employment in a classification where they hold seniority and shall be re-employed in the reverse order of layoff. Their re-employment shall take precedence over any other type of employment defined or undefined in this agreement.

Section 17. Reemployment Order. All unit members on reemployment lists, regardless of the reason for being placed on the list, shall be ranked in seniority order. Reemployment shall be offered in seniority order. In the event of a tie in seniority, those on the reemployment list due to lay off shall take precedence.

Section 18. Notification of Reemployment Opening. A unit member who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of all openings. Such notice shall be sent by certified mail or e-mail to the last address given by the unit member to the District Human Resources Department, with a copy sent to the CSEA Chapter President, which shall acquit the District of its notification responsibility.

Section 19. Notification to District. A unit member shall notify the District Human Resources Department of his/her intent to accept or refuse reemployment within ten (10) working days following receipt of a reemployment offer. If the unit member accepts reemployment, the unit member must report to work within ten (10) working days following acceptance of the reemployment offer.

Section 20. Removal from Rehire List. If a unit member receives an offer for a position with the same classification, work year, number of hours per week, and location (Salinas or King City) held at the time of layoff, and turns down the offer, the unit member shall be removed from the reemployment list. Failure to accept any other rehire offer will not result in removal from the list.

Section 21. Vacancy Posting. Each laid off unit member shall provide the District with a current e-mail address to which the District shall forward all classified job vacancy postings to each laid off unit member until each unit member is reemployed in the District or his/her

reemployment rights expire. A unit member may waive this provision by providing a written statement to the District.

Section 22. Promotional Opportunities. Laid off employees shall have the right to apply for promotional positions according to Article 19.

Section 23. Seniority During Layoff. Upon return to work, all time during which an individual is in layoff status shall be counted for seniority purposes not to exceed thirty-nine (39) months. Vacation, sick leave, holidays or other leave benefits shall not accrue during the period of layoff.

Section 24. Reemployment After Layoff. A laid off unit member, when reemployed, shall be placed on the salary step with all rights and benefits, including accumulated sick leave, accorded to him/her at the time of layoff. A unit member who accepted a voluntary move to a different classification in lieu of layoff and is subsequently reinstated to his/her previous classification shall be placed on the salary step to which s/he would have progressed if s/he had remained in the original classification. An adjusted anniversary date shall be established for step increment purposes so as to reflect the actual amount of time served in the District.

An employee who is rehired into a classification at a higher range shall serve a promotional probationary period. If the employee is not successful during the promotional probationary period and no other vacancy exists where they hold seniority or for which he or she is deemed qualified, then the employee shall be placed back on the rehire list and retain the balance of their 39 month right to rehire.

Section 25. Reemployment of Probationary Employee. A laid-off probationary employee, when re-employed, shall be reemployed as a probationary employee. The time served prior to layoff shall be counted toward the required probationary period. S/he shall be reemployed with all rights and benefits accorded to him/her at the time of layoff.

Section 26. Substitute and Short Term Work Offers. Bargaining unit members on the reemployment list shall receive first priority for "substitute" or "short term" opportunities, if the duration of the work is at least two months. The laid off unit member must have worked in the classification or in a higher related classification and must meet the minimum qualifications of the job description for the available work. Offers shall be made in seniority order. If the most senior person is not available by phone after reasonable attempts are made or is not available for work, the substitute or short term work will be offered to the next most senior person, in descending order, until the list of laid off employees is exhausted.

Section 27. Transfer of Work. Prior to transferring the work of any laid off or reduced bargaining unit position, the District and CSEA shall meet to negotiate the impacts and effects of such transfer. "Work" in this case means that which is significant, reoccurring and/or was an essential function of the laid off or reduced position.

Section 28. Improper Layoff. Any unit member who is improperly laid off shall be reemployed immediately upon discovery of the error and repaid all lost wages and benefits back to the time when he/she should have been rehired, as evidenced by Board action in hiring a different individual.

ARTICLE 13 HOLIDAYS

Section 1. Holidays Observed. The holidays observed shall be as follows for the remainder of this Agreement.

Holiday Schedule
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving *
Winter Holiday Break, a board holiday (announced each year, which includes, at a minimum, all days beginning with Christmas and ending with New Year's Day.
Martin Luther King Jr. Day
Lincoln's Birthday
Washington's Birthday
Cesar Chavez Day
Memorial Day

* In lieu of Admissions Day.

Section 2. Holidays Falling During Weekend. When a holiday falls on a Sunday, the following Monday shall be deemed to be a holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. CSEA and the District may negotiate otherwise unless the holiday observance is dictated by law. For bargaining unit members who work a schedule other than Monday through Friday and a holiday falls on a weekend work day, the holiday shall be observed as negotiated between CSEA and the District.

Section 3. Holidays Occurring During Paid Leave of Absence. Should a holiday as enumerated above or any other day designated by the Governing Board as a public holiday occur while an employee is absent from work because of sick leave, vacation, or any other paid leave of absence, the holiday shall not be deducted from other paid leave of absence. Employees who work a 40-hour week shall be entitled to same number of holiday hours, regardless of whether they work Monday through Friday or some other shift. Employees who work less than 40 hours per week shall be entitled to a prorated number of holiday hours dependent upon the number of hours worked as a percentage of a 40-hour work week.

Section 4. Holidays Falling on Non-Work Day for Non-Traditional Weekly Schedule. When a holiday falls on a non-work day for a bargaining unit member who is a full-time employee and whose work week is other than Monday through Friday, and the holiday is one of those enumerated above, the employee is entitled to a day off with pay. All holidays for these employees shall be negotiated on an annual basis. If an alternate work schedule is negotiated on a temporary basis, the holidays shall be negotiated prior to implementation of the new work schedule.

Section 5. Holidays for Members Working Less than 12-month Schedule. Employees working less than a 12-month schedule shall be entitled to a particular holiday if they are in paid status during the work day immediately preceding or succeeding that holiday.

Section 6. Working on Paid Holiday. When a bargaining unit member is required to work on any paid holiday as defined in this Agreement, he/she shall either be paid or given compensatory time off at the rate of one and one half times the regular rate of pay for such work, according to the contract's provisions on compensatory time off in Article 11, in addition to the regular pay received for the holiday. This total compensation shall be equal to two and one-half (2 ½) times the regular rate of pay for time worked. If the member does work and is compensated for working on a holiday, he/she shall not receive an additional day off.

Section 7. Work Years of More than 260 Days.

1. When an academic year, measured from July 1 of one year through June 30 of the next year, consists of more than 260 week days, the District will subtract the number of days in excess of 260 from the work year and add that number of day to the beginning of the Winter Holiday as unpaid, non-work days.

For instance:

2015-16 has 262 week days, so 2 unpaid, non-work days will be added to Winter Holiday.

2016-17 has 261 week days, so 1 unpaid, non-work day will be added to Winter Holiday.

2017-18 has 260 week days.

2. This provision shall apply only if the District continues to pay employees on a monthly basis, based on their annual salary, rather than based on the actual hours worked.

ARTICLE 14 HEALTH AND WELFARE BENEFITS

Section 1. Eligibility.

The District shall provide health and welfare benefits for all eligible employees.

- Employees Regularly Scheduled to Work 30 or More Hours Per Week:

Base Plan + Base Plan Supplemental Coverage

- - Employees who work thirty (30) or more hours per week are eligible for a district contribution toward health and welfare benefits as specified in Sections 2 and 3.

- - Qualified employees in the bargaining unit who are assigned a work year of ten (10) months or more shall receive insurance coverage as specified in Sections 2 and 3 of this article during the non-working period of each year.

- Employees Regularly Scheduled to Work 20 or More Hours Per Week:

Base Plan Supplemental Coverage

- - Employees who work twenty (20) hours or more per week will receive Base plan supplemental coverage.

- Employees Regularly Scheduled to Work 20 to 29 hours Per Week:

Base Plan at Employee Expense Only

- - Employees who are regularly assigned to work at least twenty (20) hours per week but no more than twenty-nine (29) may, if allowed by the carrier, participate in the District's health insurance programs at their expense, provided arrangements satisfactory to the District's Business Office are made to prepay (example: payroll deduction) for such benefits.

Section 2. Coverage.

- Base Plan Coverage for 2019-2020, these benefits are provided through the Monterey County Schools Insurance Group Joint Powers Authority (MCSIG).
- Base plan coverage consists of medical, dental, and vision benefits.

For 2019-2020, the base plan coverage shall be a MCSIG 80/20 plan for medical benefits (PPO \$25), dental benefits (Delta Dental medium with orthodontia), and vision benefits (Plan B). These benefits shall be offered in three tiers: employee only, employee plus one, and family.

If the parties determine, through the Benefits Committee referenced in Section 7 or alternative methods, that equivalent coverage is available at lower cost from other carriers, a change of carriers may occur during the term of the contract by mutual agreement of the District and CSEA. Employees may choose any available plan offered by the carrier for which they are eligible, according to the rules set by the carrier.

Base Plan Supplemental Coverage

- Employee Only
- Accidental Death & Dismemberment
- Long Term Disability Coverage

Section 3. District and Employee Contributions for Base Plan Coverage. For Employees Regularly Scheduled to Work 30 or More Hours Per Week:

- The District shall contribute 100% of the cost of Base Plan coverage for each eligible employee, and shall contribute 95% of the cost of an employee's eligible dependents' base plan coverage.
- Employees shall pay the remaining 5% of the cost of coverage for their dependent(s), which cost shall be deducted from the employee's paycheck on a pretax basis utilizing the Section 125 Plan, unless the employee elects not to participate in pre-taxed deductions through the Section 125 Plan.
- If employee selects a plan that is higher in cost than Base Plan coverage (e.g., MCSIG PPO \$20), the employee shall pay the difference between the District's base plan contribution and the actual cost of the higher-cost plan, deducted from the employee's pay check on a pretax basis utilizing the Section 125 Plan unless elected otherwise by employee.
- If the selected plan is lower in cost (e.g., MCSIG PPOs \$30 to \$60, PPO Select, HMO, Complete Care), the District will contribute the difference, up to a maximum of \$200 per month, into the employee's Health Reimbursement Account (HRA).

For Employees Regularly Scheduled to Work 20 to 29 Hours Per Week:

- Part-time employees may elect to participate in the benefits program at their expense only at the time of initial employment and during the annual open enrollment periods. An employee may elect to participate in medical, dental, and/or vision benefit programs subject to the rules of the carrier.
- The cost shall be deducted from the employee's paycheck on a pretax basis utilizing the Section 125 Plan, unless the employee elects not to utilize the pretax deductions through the Section 125 Plan.

Section 4. Voluntary Benefits.

a. Section 125 Plan Flexible Spending Accounts (FSA)

- Eligible Employees: Employees Regularly Scheduled to Work 20 Hours Per Week or More.

Eligible employees may shelter employee-paid benefit premiums and payroll deductions into the health care and/or child care flexible spending accounts (FSA) as outlined by the Internal Revenue Service, and as may be administered by the Carrier or vendor. The District will pay the administrative costs for employee participation in the Section 125 (FSA) Plan.

b. Health Reimbursement Account (HRA)

- Eligible Employees: Employees Regularly Scheduled to Work 30 Hours Per Week or More.

Employees can elect to participate in the Section 125 FSA in tandem with receiving District contributions into an HRA. The District will pay the administrative costs for employee participation in the HRA plan.

The parties may determine, through the advisory work of the District-wide Joint Labor Management Benefits Committee or CSEA-specific benefits working group referenced in Section 7 or alternative methods, that equivalent or superior benefits enhancements to those identified in this Section are available at lower cost from other vendors or carriers.. In that case, a change of vendors or carriers of benefits identified in this Section may occur during the term of this Contract, by mutual agreement of the District and CSEA.

If the District and CSEA elect to change vendors or carriers for these enhanced benefits, the District will not be responsible for any fees associated with a voluntary employee plan, unless the parties mutually agree in writing.

c. CSEA and the District mutually agree to allow CSEA-represented employees access to the following voluntary, Employee-paid benefits:

- Cancer Insurance
- Life Insurance
- Short Term Disability Income Insurance
- Accident Only Insurance

Section 5. Continuation of Benefits.

1. Bargaining unit employees on paid leave shall continue to receive insurance coverage as specified.
2. Bargaining unit employees on unpaid leave extending into a new month shall not receive insurance coverage as specified. Such coverage shall terminate on the last day of the month of the employee's service with the District.
3. Bargaining unit employees who are on unpaid leave may continue health, dental, and/or vision benefit insurance coverage by paying full cost of all premiums at the beginning of each month of such unpaid leave. Re-enrollment in any available and offered benefit plan is subject to the rules of the carrier.
4. Health and welfare benefits shall terminate upon separation of employment of any bargaining unit employee at the end of the month of separation.
5. Upon the death of a bargaining unit employee, the District shall provide continuation of the benefits specified in Section 2 of Article 14, for the eligible dependents, through the

end of the month next following ninety (90) days from the date of death of such bargaining unit employee. Continued coverage for dependents of the deceased employee is subject to the rules of the carrier.

Section 6. Retirement Benefits. The District will provide in the same manner provided current employees coverage as set forth in Article 14.2 for any retiree who meets the following conditions and who received a District contribution toward health benefits at the time of retirement:

1. Retiree must have minimum of ten (10) years of full-time service with this District.
2. Retiree will receive one (1) year's benefit for each two (2) years with the District not to exceed seven (7) years' benefits.
3. Employee must be minimum age fifty-eight (58) at retirement. Coverage would be provided from date of retirement through age sixty-five (65).
4. If an employee is under age fifty-eight (58) and has the minimum fourteen (14) years' service, he or she may retire, and must pay District and employee premiums from date of retirement until age fifty-eight (58), at which time District-paid coverage will be provided to age sixty-five (65). If the individual retiree fails to pay for his/her coverage between date of early retirement and age fifty-eight (58), the District will not be obligated to provide coverage at the age at which District-paid coverage would have commenced.
5. All retirees must advise the District within thirty (30) days of their retirement of their desire to exercise this benefit. The superintendent-president or designee may at his/her sole discretion, provide for extension of the thirty (30) day period. Failure to so notify and pay premiums monthly in advance to the District will result in a loss of said benefit.
6. A retiree, eligible for a District contribution under this article, may purchase dependent coverage according to the rules of the provider.

Section 7. Joint Labor-Management Benefits Committee and CSEA Benefits Working Group.

The parties recognize that the District convenes a District-wide, Joint Labor-Management Benefits Committee, to which CSEA may appoint up to five (5) CSEA appointees, to research and review proposed and existing insurance programs to ensure that quality and cost effectiveness criteria are maintained and enhanced, and to evaluate current insurance benefit programs, to research options, and to report to the CSEA/District negotiating team of its findings. This District-wide Joint Labor-Management Benefits Committee is designed to meet at least twice (2) annually.

For the term of this current Collective Bargaining Agreement and ending June 30, 2022 only, unless mutually agreed by the parties:

As a complement to the District-wide committee, the parties agree to establish a benefits working group of up to two (2) CSEA representatives and two (2) District representatives to review and discuss CSEA's interests. The working group shall meet twice annually at a minimum. The two (2) CSEA representatives to the CSEA-specific working group will also be assigned by CSEA to the District-wide Joint Labor-Management Benefits Committee as part of CSEA's five (5) delegates. Additionally, if a CSEA member is assigned release time to participate in MCSIG Board meetings per Article 6, Section 9.6, that individual will comprise one of CSEA's representatives to the CSEA benefits working group.

ARTICLE 15 VACATIONS

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

1. Unit employees working forty (40) hours per week on a twelve (12) month basis shall earn vacation leave as follows:

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

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

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

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

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

Section 5. Supervisors and employees shall make every effort to work together to maximize opportunities for the employee to take time off and to minimize disruption to services. All requests for vacation leave of five consecutive days or more shall be submitted in writing no later than two weeks (14 calendar days) prior to the effective date of the vacation. The supervisor will approve the vacation, contingent upon the needs of the district, and schedule the vacation leave for the employee. The supervisor shall have no more than five (5) workdays to approve or deny the request. In absence of a denial by the supervisor within five (5) days of the effective date of the request, the vacation is approved. Changes to the vacation schedule may be made with the mutual consent of supervisor and the employee, or in the event of an emergency declared by the Board of Trustees in accordance with Article 6.4.

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

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

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

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

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

Section 9. No employee may normally take vacation leave in excess of twenty (20) consecutive working days without having scheduled the leave at least six (6) months in advance, and/or, with approval of the superintendent-president or designee.

Section 10. The Payroll Office will provide an informational guide to CSEA-represented employees and their timekeepers to assist them in reviewing the accrued leaves statement on each monthly pay stub. The guide will be provided to CSEA-represented employees as follows: (1) In a one-time communication to current represented employees; (2) New employee orientation; and (3) Posted on the Payroll Office section of the District website. The accrued leaves listed will include Vacation, Sick, and, effective upon the adoption of new procedures by the Monterey County Office of Education, Well Days/Hours, and Compensatory Time Off.

Section 11. If more than one employee requests vacation at the same time and all requesters, in the opinion of the supervisor, cannot be granted vacation during the period, vacation shall be scheduled based on the earliest original District hire date.

ARTICLE 16 LEAVES OF ABSENCE

Section 1. Sick Leave.

1. Bargaining unit employees employed forty (40) hours/week shall be entitled to eight (8) hours of sick leave per month of service during the fiscal year. Bargaining unit employees employed less than forty (40) hours/week shall be entitled to sick leave in proportion as the number of hours per week worked is to forty (40). No overtime worked shall apply towards earning or accruing sick leave.
2. Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day. Credit for leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the year. New employees of the District shall not be eligible to take more than six (6) days or the proportionate amount to which they may be entitled under this policy, until the first (1st) day of the calendar month after completion of six (6) months of active service with the District.
3. A new employee must start work on or before the fifteenth (15th) of the leave month in order for that month to be counted in computing sick leave.
4. Sick leave may be accumulated indefinitely and without limitation. At termination of employment, unused sick leave shall not be reimbursed. However, nothing herein shall preclude the use of unused sick leave as credit toward retirement, pursuant to PERS rules and regulations at the time of retirement.
5. Sick leave may be used for visits to medical doctors, dentists, podiatrists, optometrists, chiropodists, chiropractors, psychiatrists, psychologists, acupuncturists, physical therapists, Christian Science practitioners, and pastors. Such leave shall be reasonably scheduled so as to interfere as little as possible with operations of the District and shall be of reasonable duration.
6. Employees may use in any year, one-half of the employee's annually accrued and available sick leave for the diagnosis, care, or treatment of an existing health condition of, or preventative care for the employee's child, parent, spouse, registered domestic partner, parent-in-law, grandparent, grandchild or sibling; or for the purposes under Labor Code sections 230 and 230.1 to make necessary arrangements for the safety and welfare of the employee in cases of domestic violence, sexual assault or stalking.
7. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from are, for all job-related purposes, temporary disabilities and shall be treated as a condition of illness.
8. Members must be in active employment or on paid leave to earn or use sick leave. Sick leave may be applied only on those days when the bargaining unit employee is required to report for duty but cannot do so because of illness or injury or as otherwise stipulated in this Agreement.
9. Where a member is separated from service prior to rendering a complete fiscal year of service, the sick leave entitlement for the partial year shall be that proportion of the days credited under Paragraphs 1 and 2 of this section, as the number of months in the fiscal

year he/she was employed bears to those days credited. Days or hours of sick leave used in excess of those to which he/she is entitled shall be deducted from final salary payment.

10. Employees must notify their immediate supervisor in advance of any scheduled absence due to medical or dental appointments provided in Subsection 5.
11. Accumulated sick leave may not be taken as vacation.
12. Only that period of illness immediately prior to the death of any employee is claimable as sick leave benefit by the estate.
13. Unused illness leave shall be transferred to another California school district when an employee severs their employment with Hartnell and is employed by such a district within 12 months of separation.

Section 2. Personal Necessity Leave

1. A unit member shall be granted a maximum seven (7) working days leave of absence in any school year without loss of pay, in cases of personal necessity except as hereinafter stated. Such leaves shall be deducted from the employee's accumulated sick leave.
2. Personal necessities include: A. death or illness of a member of the employee's immediate family; B. an accident involving the employee's person or property, or the person or property of a member of the employee's immediate family; or C. appearance in court as a litigant or a witness under official order; any other similar reason as determined by the Chief Human Resources Officer.
3. Two (2) of the seven (7) personal necessity days may be taken without giving a reason to the District. These two days are to be used for personal necessity, as defined in paragraph 2 immediately above. These two days may also be used for personal business that cannot be conducted outside of work hours with the intent that it is for an emergency similar to those described in Section 2.2.
4. "Immediate family" is defined in 16.3.2: Bereavement.
5. Reasonable notice in advance is required for personal necessity leave, and approval of the employee's immediate supervisor must be obtained prior to the leave payment being processed.

Section 3. Bereavement Leave.

1. A bargaining unit employee may be granted, without loss of salary or other benefits, leave of absence not to exceed three (3) working days, or five (5) working days if travel in excess of 300 miles is required, per occurrence on account of death of any member of the employee's immediate family.
2. "Member of the immediate family," as used in this section means the member's spouse or domestic partner, or the following family members of the member or member's spouse or domestic partner: child, parent, grandparent, grandchild or the member's child-in-law, sibling, step-parent, step-sibling, step-children, sibling-in-law, or any immediate relative living in the immediate household of the member.

3. Additional leave for bereavement purposes may be requested under personal necessity leave.

Section 4. Industrial Accident or Illness Leave.

1. Members shall receive a maximum of sixty (60) working days leave with pay in any one fiscal year for an industrial accident or illness. An industrial accident or illness is defined pursuant to the worker's compensation laws of the state.
2. Industrial accident or illness leave will commence on the first (1st) day of absence. Allowable leave shall not be accumulative from year to year. When the need for industrial accident or illness leave occurs at a time when the full sixty (60) working days will overlap into the next fiscal year, the employee shall be entitled to the remainder of the maximum of sixty (60) working days for the same illness or injury, and shall not be eligible to use industrial accident or illness leave for the same injury in a subsequent fiscal year.

Section 5. Workers' Compensation.

1. Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this State, exceed the normal wage for the day. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of when a compensation award is made under workers' compensation.
2. The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under Section 88191 of the California Education Code. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then begin. However, if an employee is receiving workers' compensation, he/she shall be entitled to use only so much of his/her accumulated or available sick leave, accumulated compensatory time, vacation, or other available leave, which, when added to the workers' compensation award, provide for a full day's wage or salary.
3. During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensatory time off, or other available leave provided by law, or the action of the Board, the employee shall endorse to the District wage loss benefit checks received under the workers' compensation laws of this State. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section and laws.
4. When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the position, he/she shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, the employee shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations.
5. To be eligible for the 39-month reemployment list of paragraph 4, above, employees must have been employed with the District for nine (9) continuous months.

6. An employee who has been medically released to return to duty and fails to accept an appropriate assignment shall be dismissed. The Board shall require certification by the attending physician that the employee is medically able to return to work and perform the duties of his/her position.
7. Upon formal written petition of the employee, the Board reserves the right, in its sole discretion based on each individual case and facts presented, to grant an employee extension of leave of absence for industrial accident or illness leave.

Section 6. Additional Illness Leave. On July 1st of each year, each bargaining unit member shall be credited with a total of one hundred (100) non-accumulative work days of paid sick leave, to be used for illness or injury which necessitates the employee's absence from work on a continual basis, for an extended period of time. The one-hundred (100) days sick leave benefit commences running after the exhaustion of the current year's sick leave entitlement and runs concurrently with the use of other fully paid sick leave. Each day of these one hundred (100) non-accumulative work days of paid sick leave shall be compensated at the rate of not less than fifty percent (50%) of the employee's regular salary.

Section 7. Family and Medical Leave.

1. The District allows employees family care and medical leave in accordance with the Federal Family and Medical Leave Act (29 U.S.C. §2601, et seq.) ("FMLA") and California Family Rights Act (Government Code Section 12945.2) ("CFRA").

An employee who meets all the requirements of eligibility shall be entitled to twelve work weeks of unpaid leave in any (12) month period without loss of health and welfare benefits. A twelve (12) month period shall be a "rolling" 12-month period measured backward from the first date of FMLA/CFRA leave usage. In some instances, the twelve (12) work weeks may be taken intermittently, but in no case in increments of less than three (3) days at a time, except for chronic illness, such as asthma, hay fever, etc.

2. An employee shall have been employed for a minimum of twelve (12) months (date of hire plus 12 months) and have worked a minimum of 1,250 hours to be eligible for family care and medical leave.
3. Leave shall be available for the birth, care of, and bonding with a newborn child of the employee, the placement of a child with the employee for adoption or foster care, to care for the employee's spouse, domestic partner, child, or parent with a serious health condition, the employee's own inability to work because of a serious health condition or due to qualifying exigencies arising out of the fact that the employee's spouse, child, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.
4. "A serious health condition" is defined in accordance with CFRA and FMLA. It includes an illness, injury, impairment, or physical or mental condition that involves either inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, go to school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care; or outpatient continuing treatment of a health care provider that includes
 - (1) a period of incapacity lasting more than three (3) consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also includes treatment two or more times by or under the supervision of a health care

- provider (a) in-person visits, the first within seven (7) days and again within 30 days of the first day of incapacity); and (b) once in-person (within seven (7) days of the first day of incapacity) resulting in a continuing regimen of treatment (e.g., prescription medication, physical therapy); or
- (2) any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence: or
 - (3) any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits to a health care provider at least twice per year, and involves intermittent episodes of incapacity. A visit to a health care provider is not necessary for each absence; or
 - (4) a period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective, or requires supervision by a health care provider, rather than active treatment; or
 - (5) any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three days if not treated.

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

- A. A “child” means a biological, adopted, or foster child of the employee, a stepchild or a legal ward of the employee, or a child that the employee is responsible for raising, even though not the parent.
 - B. A “parent” means a biological, foster, or adopted parent, a step parent, a legal guardian or a person who was responsible for raising the employee when the employee was a child.
5. An eligible employee who is a spouse, child, parent, or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness shall be granted up to a total of 26 workweeks of unpaid leave during a single 12-month period to care for the service member.
 6. The employee shall retain his/her employee status with the District during the leave period, and the leave shall not constitute a break in service for purposes of longevity, seniority, or any employee benefit plan.
 7. An employee is required to use available paid leave in accordance with District guidelines during FMLA/CFRA leave.
 8. An employee, will use available accrued sick leave for the serious health condition of the employee during FMLA/CFRA leave.
 9. An employee and the District must mutually agree for an employee to use accrued sick leave for the adoption or foster care of a child, or for the serious health condition of a child, spouse, domestic partner, parent of the employee or any relative living in the immediate household of the employee, except as provided in Section 1.5 above, that the

employee may use in any year, one-half of the employee's annually accrued and available sick leave for the serious health condition of the employee's child, parent, spouse, registered domestic partner, parent-in-law, grandparent, grandchild or sibling.

10. If spouses or domestic partners are both employees of the District, the couple is limited in the amount of family leave they may take for the birth and care of a newborn child, placement of a child for adoption or foster care, or to care for a parent who has a serious health condition to a combined total of twelve (12) weeks in a twelve (12) month period.
11. An employee who knows in advance of the need for FMLA/CFRA leave, must give at least 30 days advance notice to the District, or provide notice to the District in accordance with AP 7344 (the day of knowledge of need, or before the start of the next workday).
12. If leave is needed for a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of operations. This scheduling shall be subject to the health care provider's availability.
13. The District shall respond to a written request for family care leave within five (5) days of receipt by the Human Resources Office.
14. The employer has the right to ask for and receive verification of illness.
15. Disability leave granted for pregnancy shall be in addition to family care and medical leave. (See Pregnancy Disability Leave – section 8)

Section 8. Pregnancy Disability Leave.

1. Disability leave granted for pregnancy shall be in addition to family care and medical leave. (See Family and Medical Leave – section 7). Unlike FMLA leave, an employee is eligible for Pregnancy Disability Leave immediately after hire.
2. Employees are entitled to up to four months of leave for the period of time the employee is actually disabled by pregnancy, childbirth, or pregnancy-related condition. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above.
3. The length of such disability leave, up to four (4) months, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician.
4. The employee on leave for pregnancy disability shall be entitled to return to a position equal to her position.
5. At the request of the employee and at the discretion of the Board of Trustees, additional leave may be granted following childbirth, or the expiration of sick leave entitlement, whichever comes first. If such a discretionary maternity leave of absence is requested, the request shall be made in writing to the superintendent-president at least six (6) weeks prior to the beginning date of the leave. No compensation in terms of salary and fringe benefits will normally be paid during such leave. However, the Board retains the authority set in the Education Code to grant additional leave of absence with pay where, in the judgment of the Board, paid leave of absence is justified.

Section 9. California Family Rights Act (CFRA) and Leave for Birth or Adoption of Child.

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

Section 10. Paternity/Domestic Partner Leave. Leave with pay, not to exceed five (5) days, will be granted to bargaining unit employees when the spouse or domestic partner of the employee is confined for maternity purposes. Such leave shall be deducted from the employee's earned sick leave.

Section 11. Court Appearances.

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

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

2. Requests for jury duty, or witness leave must be made by presenting the official court summons to the employee's immediate supervisor and to the District payroll office through regular administrative channels prior to the absence.
3. Reimbursement to the District of any monies earned as a juror, or witness, except mileage, shall be made by the bargaining unit member.
4. A member regularly called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall they be discriminated against in any way for not seeking such exemption.
5. Employees are required to return to work during any day in which jury services are not required.

6. The District may require verification of jury duty or witness time prior to providing compensation.

Section 12. Military Leave. Leaves of absence will be allowed according to Federal and State Statutes.

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

Section 14. Verification Related to Use of Sick Leave. A member who is absent due to illness or injury for five (5) or more consecutive days shall, upon request by Human Resources, provide a physician's verification of illness or injury. If there is a reasonable suspicion that the use of sick leave was abused, a physician's verification of illness may be requested by Human Resources. Physician verifications shall be provided to the Human Resources Office.

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

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

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

Section 16. Sick Leave Balance Reports. The Payroll Office will provide an informational guide to CSEA-represented employees and their timekeepers to assist them in reviewing the accrued leaves statement on each monthly pay stub. The guide will be provided to CSEA-represented employees as follows: (1) In a one-time communication to current represented employees; (2) New employee orientation; and (3) Posted on the Payroll Office section of the District website. The accrued leaves listed will include Vacation, Sick, and, effective upon the adoption of new procedures by the Monterey County Office of Education, Well Days/Hours, and Compensatory Time Off.

Section 17. Exhaustion of Paid Leave.

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

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

Section 18. Paid and Unpaid Leaves of Absence.

1. Bargaining unit employees may be granted a short, unpaid personal business leave of five days upon the sole discretion of the superintendent-president or designee when the employee demonstrates that the nature of the leave request represents an urgent condition of necessity to be absent from normal work duties. This period may be extended only by the superintendent-president or designee as allowed by Education Code 88195 and 88196.
2. Bargaining unit members may be granted leaves of absence at the discretion of the Board of Trustees pursuant to Education Code section 88198.
3. If a leave of absence is requested to commence in the future and is denied by the employee's supervisor, the employee may, within five (5) working days, request the second level supervisor to review the denial action. Unless the denial was based primarily upon non-relevant factors or mistake, the immediate supervisor's determination shall be sustained.

Section 19. Break in Service.

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

Section 20. Well Days/Hours.

1. Bargaining unit members are eligible to earn one well day per year as follows:
 - A. Effective July 1, 2016 an employee who uses less than one-third (1/3) of his/her sick leave earned between July 1 and June 30 each year shall earn one-twelfth (1/12) of the number of hours normally earned pursuant to Article 16, Section 1.1.
 - B. Bargaining unit members' earned well time/hours shall be credited on July 1 annually.
2. Bargaining unit members may use well day hours as follows:
 - A. No well day/hour may be used before it has been credited.

- B. Bargaining unit employees must begin work on or before the fifteenth (15th) day of the month in order to earn well days/hours for that month. To count the last month of service for well days/hours, the employee must have worked beyond the fifteenth (15th) day of the month.
- C. Well days/hours shall be scheduled by mutual agreement between the employee and his/her immediate supervisor. The only criterion to be used by the immediate supervisor in determining when well days/hours may be used is to attempt to minimize interruption of District work needs.
- D. Well days/hours must be taken within (12) months after the date they are credited. Well days/hours earned but not taken within twelve (12) months will be lost unless special permission is granted by the superintendent-president or designee.
- E. If a bargaining unit employee is not permitted, due to District needs, to take his/her desired well days/hours, the amount not taken shall accumulate for use in the next fiscal year. In no case, however, may the bargaining unit member accrue more than five (5) days of well days/hours, unless specifically approved by the superintendent-president or designee.
- F. Upon separation of the bargaining unit member from District employment, well days/hours accrued but not used shall be paid at the regular salary rate existing on the date of separation, provided the employee has completed six (6) months of employment. If a bargaining unit member is re-employed after termination, he/she shall earn well days/hours as if he/she was a first time employee.

ARTICLE 17 CATASTROPHIC LEAVE BANK

Section 1. Definition. Catastrophic leave is sick leave or vacation leave donated by unit members to be used by same and who must be absent from work for an extended period of time because of a catastrophic illness or injury.

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

Section 2. Leave Donation Criteria and Process.

1. Deposits of sick leave to the Catastrophic Sick Leave Bank:
 - A. No one may donate sick leave credits unless he or she retains a minimum of ten (10) days of accumulated (not advanced) leave.
 - B. All sick leave donations will be made in increments of one (1) or more days and will not exceed five (5) equated days in any twelve (12) month period.
 - C. All donation and transfer of sick leave will be irrevocable.
 - D. No sick leave credit may be transferred or donated to the bank after the donor has submitted his or her intent to retire or resign.
 - E. The 100 (one-hundred) days of non-accumulative additional sick leave at fifty per cent (50%) pay is not transferable.
 - F. Wellness Day accrual shall not be affected by the donation of sick leave days.
2. Deposits of vacation to the Catastrophic Leave Bank:
 - A. Vacation leave days may be donated in addition to or in lieu of sick leave donations.
 - B. Vacation leave donations shall be donated and utilized in the same manner as sick leave.

Section 3. Withdrawals from the Catastrophic Leave Bank.

- A. The unit member must have exhausted all paid leave entitlements before he/she may receive any catastrophic leave.
- B. Paid sick leave accrued on a monthly basis shall be used prior to using paid catastrophic sick leave donations.
- C. Notwithstanding the previous paragraphs, an employee may utilize Catastrophic Leave to coordinate with partially paid leave in order to receive full pay. An employee shall not be eligible for Catastrophic Leave during the period of time the employee is receiving full pay under Industrial Accident or Illness Leave or any other fully paid leave.

- D. Credits shall not be considered available leave for the purposes of qualifying for PERS retirement or disability.
- E. An employee must have completed his/her new employee probationary period to be eligible.
- F. The maximum amount of time that donated leave credits may be used by a recipient may not exceed six months and is contingent upon eligibility. The leave time may only be requested for up to two (2) months at a time. Additional time requested is subject to review and agreement by the Chief Human Resources Officer and the CSEA President.

Section 4. Applicant's Responsibility. The applicant shall apply in writing to the Chief Human Resources Officer or designee in the following manner:

- A. Request the leave by writing a narrative statement when it is apparent that the applicant's existing leave will be exhausted before the applicant is able to return to work or is able to return from care of the family member.
- B. Attach a physician's statement that the applicant is unable to work due to an extended medical condition that incapacitates him or her and that the condition is likely to last for a specified period of time or that the applicant's family member suffers from an incapacitating illness or injury. The District may require the applicant who is also an employee to go to a physician of its choosing for this statement.
- C. An ill or injured employee may designate a family member or a CSEA representative to file a written request on his/her behalf.

Section 5. District's Responsibility.

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

Section 6. Categorical and Grant Funded Programs. Donations and withdrawals to and from the Catastrophic Leave Bank shall be allowed by categorically and grant funded employees to the extent allowed by each funding source.

ARTICLE 18 PARKING

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

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

Section 1. Assignment:

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

Section 2. Vacancies: A vacancy is an unfilled position at any District work site that has occurred as a result of attrition or the need for additional staff.

1. The District will, within 30 (thirty) calendar days of vacancy of a permanent position, notify the CSEA President of the status of the position. In the event a decision is made to un-fund or to eliminate the allocated position, Human Resources will notify the CSEA president or designee within ten (10) working days of the decision so that the impacts and effects of the decision can be negotiated.
2. The District shall post job announcements for filling vacant bargaining unit positions on the District website and at the Human Resources and Equal Employment Opportunity Office. The CSEA President shall be notified of each such announcement.
3. CSEA shall be notified of all job announcements on the date each position is posted. Notices shall remain posted for a period of not less than ten (10) working days.
4. The job announcement shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position as determined by the job description, the assigned job site, the number of hours per day, days per week, and months and/or days per year assigned to the position, the work shift, the salary range, and the deadline for filing an application.

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

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

- C. Only after all voluntary transfer requests are processed can a vacant position be advertised for a competitive hiring process.
 - D. Notwithstanding the requirements of paragraphs A through C above, if the vacancy occurs in a classification in which there are no other bargaining unit members, or in which all of the bargaining unit members in the same classification are in the same department and campus and schedule as the vacancy, then the District will not hold an in-house voluntary transfer period for the vacancy. In such a case, the District's notice to the CSEA president of the vacancy also will include a notice that it is proceeding to an external recruitment immediately "under Article 19.3.1.c."
 - E. When an employee is granted a transfer the employee shall retain his/her current step.
2. Changes in Classification:
- A. If an employee applies for and is granted a position in a lower, related classification, the employee will be placed on the range of the new classification and on the step which will result in an hourly wage which is the closest to but not less than the hourly wage of the original position. If all steps on the new range are lower than the hourly wage of the employee's original position, then the employee will be placed on the step that is closest to the employee's current pay rate, even though lower.
3. Promotions: A promotion is the movement of a bargaining unit member from his/her assigned position to a vacant position in a higher classification.
- A. When a permanent unit member is promoted, he/she shall be placed on the salary schedule at the range of the new classification and on the step which will result in at least a five (5%) percent increase in his/her hourly wage, not to exceed the highest step.
 - B. When a permanent bargaining unit member applies for and receives a promotion, the employee shall be considered probationary in the new position for a period of six (6) months.

Section 4. Return Rights from a Promotion. In the event a permanent employee is unsuccessful in his/her promotional position, he/she shall be entitled to reinstatement to the original position. "Unsuccessful" means that the employee is unable to satisfactorily perform the duties of the promoted position. The decision to return to the original position may be initiated by either the employee or the District.

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

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

Section 5. Probationary Employees. Bargaining unit members shall not be eligible to transfer or promote within their new employee probationary period.

Section 6. Involuntary Transfer. An involuntary transfer is a transfer within the same classification at the request of the District.

1. An involuntary transfer shall not be made for punitive, arbitrary, or capricious reasons. Specific reasons for the transfer shall be provided to the employee and CSEA.
2. Written notice shall be given to the employee and CSEA of an involuntary transfer at least ten (10) working days prior to the transfer.
3. When more than one vacancy exists within the classification of the unit member to be involuntarily transferred, the unit member may indicate a preference for a particular assignment which shall be taken into consideration.
4. Involuntary transfers may be made between any of the District's work sites. If the transfer is to another city, the parties will negotiate a transition plan and the transfer shall not be implemented until negotiations are concluded.

Section 7. Temporary Assignments. Members within the bargaining unit may be assigned on a temporary basis, not to exceed fifteen (15) working days, to any work sites within the city of the member's position. This procedure may be used, for instance, when a bargaining unit member is on leave and to provide services in a vacant position while the District recruits to fill the vacancy. No one may be assigned to perform the work of the vacancy unless the District has begun the process to fill the vacancy and the District has notified CSEA that the District will recruit for the vacancy, and that the District intends to utilize a bargaining unit member to perform the duties. A bargaining unit member who performs the work of a vacancy on a temporary basis may be eligible for compensation under Article 10. The circumstances for temporary assignments and the time frames for temporary assignments may be changed only by mutual agreement between the District and CSEA.

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

Section 9. Each unit member who applies for a vacancy and who is not selected for that position shall be notified by the Human Resources Office prior to the District re-posting the position.

ARTICLE 20 CLASSIFIED DISCIPLINE AND DUE PROCESS

Section 1. Progressive Discipline: The District shall maintain progressive discipline as a policy where appropriate prior to implementing procedures for dismissal, suspension, and demotion. This provision has no effect on the evaluation process which operates independently, according to its own procedures in this Agreement.

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

- g. The letter of reprimand may include a statement that the actions cited therein will trigger an additional evaluation of the employee in accordance with the evaluation procedures of Article 8.
 - h. This letter will not be deemed a penalty under this section or under the Education Code.
4. Progressive discipline steps may be bypassed or accelerated if the seriousness of the conduct, in accordance with Section 8.2 and 9 of this Article, warrants such action.

Section 2. Disciplinary Action Against Permanent Classified Employees.

- 1. As used herein, "disciplinary action" shall mean suspension without pay, demotion, or dismissal.
- 2. In addition to any disqualifying or actionable causes otherwise provided for by statute, each of the following job-related actions constitutes cause for disciplinary action against a permanent classified employee.
 - a. Knowingly falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records, or any other District records.
 - b. Unsatisfactory performance.
 - c. Neglect of duty.
 - d. Insubordination.
 - e. Dishonesty.
 - f. Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee on the job or upon employees associated with him/her on the job.
 - g. Addiction to the use of narcotics, possession of narcotics, or being under the influence of narcotics during working hours.
 - h. Absence without leave.
 - i. Conviction of a felony, conviction of any sex offense made relevant by provisions of the Education Code 44010, or conviction of a misdemeanor which is of such nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction within the meaning of this section.
 - j. Immoral conduct.
 - k. Discourteous treatment of the public, students or other employees.
 - l. Improper political activity as governed by the federal and state law.
 - m. Willful disobedience.

- n. Misuse of District property.
- o. Violation of, or refusal to obey, the school laws of the state or reasonable regulations prescribed for the government of the community colleges by the board of governors or by the governing board of the community college district employing him or her.
- p. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class or specification or otherwise necessary for the employee to perform the duties of the position.
- q. Physical or mental disability which disability precludes the employee from the proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided by contract or by law regulating reasonable accommodations for disabilities or retirement of employees.

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

Section 3. Sealing of Negative Documents. Negative documents in an employee's personnel file shall be placed in a sealed envelope at the employee's request after two (2) years. The sealed envelope may remain in the personnel file, but can only be opened by the superintendent-president or designee.

Section 4. Procedures - Informal Level.

1. Draft Statement of Charges: The employee against whom a disciplinary action has been recommended shall be served with a written "draft" Statement of Charges against him or her.
2. The Draft Statement of Charges shall include:
 - a. A statement of the nature of the recommended disciplinary action (suspension without pay, demotion, or dismissal);
 - b. A statement of the alleged causes therefore as set forth in (2.B), above;
 - c. A statement of the specific and alleged acts or omissions upon which the causes are based, including any supporting documentation that the District has available. If a cause stated in (2.B.16), above, is alleged, the rule, policy, or procedure violated shall be set forth;
 - d. A statement of the employee's right to an informal Skelly hearing and the time within which his/her request for a hearing appeal must be filed;
 - e. A Request for Hearing; a card or paper, the signing and filing of which shall constitute a demand for an informal Skelly hearing and a denial of all charges.
 - f. A copy of the district's rules and regulations relating to suspension, demotion, and dismissal together with a copy of Education Code 88013 and 88016.

State Conciliation and Mediation Service will be requested to supply a list of five names. Each party will alternately strike from the list until only one name remains. The order of striking will be determined by lot. The District and the CSEA shall equally share the expenses of the hearing officer.

If CSEA determines it will not represent an employee at a formal evidentiary hearing, the employee or his representative shall participate in the selection of a hearing officer as outlined above.

Failure to respond: If the employee or his/her representative fails to respond to the District to participate in selection of a hearing officer within 10 calendar days of notice by the District, the employee shall be deemed to have waived his/her right to a formal evidentiary hearing.

2. Amended Charge: At any time before the formal hearing, the person making the recommendation may, with the consent of the Board and hearing officer, serve on the employee and file with the hearing officer, an amended or supplemental recommendation for disciplinary action. If the amended or supplemental recommendation presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare his/her defense thereto. Any new causes or allegations shall be deemed denied by the employee, and any objections to the amended or supplemental causes or allegations may be made at the hearing and shall be noted in the record.
3. Discovery: The employee shall have the right to inspect and receive copies of any documents or other materials in the possession of or under the control of the District which are relevant to the disciplinary action proposed provided such documents and materials are not defined as "privileged" by law. The employee and/or his/her representative shall also have the right to interview District employees having knowledge of the acts or omissions upon which the proposed disciplinary action is based.
4. Hearing Procedures: The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the hearing officer and the availability of counsel and witnesses. The employee shall be entitled to appear personally, produce evidence, and have counsel and a public hearing. The District may also be represented by counsel.
5. Hearing Officer's Decision: At the conclusion of the hearing, the hearing officer shall determine the relevancy, weight, and credibility of testimony and evidence. If the hearing officer finds the charges have been proven, he/she may order the reprimand of the employee, a suspension without pay, a demotion, dismissal of the employee, or a dismissal of the charges. When the decision is to levy discipline, the hearing officer shall make specific written findings of fact and conclusions of law as to each charge. Thereafter the order and findings shall be served upon the employee personally or by certified mail at his/her last address as shown in the record of the District. The hearing officer's decision shall be announced in public session of the Board of Trustees. The hearing officer's decision shall become final after completion of the above. The employee or his or her representative may obtain a copy of the transcript of the hearing at his or her cost upon written request to the District.

Section 6. Administrative Leave Pending Proceedings:

1. In any case where it has been determined that continuation of the employee in active present status after a written informal or formal recommendation of disciplinary action

has been issued would result in an unreasonable risk of, or threat to, students, staff, or work place, fostering of disharmony, or an impediment to the efficient operations of the District during the time the disciplinary proceedings are pending, the superintendent-president may order the employee to be placed on paid administrative leave.

2. In the event emergency circumstances require removal of the employee from the worksite immediately, the employee shall be provided with an informal Statement of Charges and all required attachments as set forth in Section 3 of this Article within five (5) days after his/her removal from the premises. The employee shall remain on paid administrative leave throughout the disciplinary process. The employee may be returned to work with a minimum twelve (12) hour notice to the employee.

Section 7. Immediate Suspension Without Pay: In any case where the recommended disciplinary action is a suspension without pay for five (5) work days or less, the superintendent-president may order the suspension into effect immediately on an interim basis, but shall either during the suspension or within five (5) work days thereafter provide the employee with an informal Statement of Charges and all required attachments as set forth in Section 3 of this Article. The regular disciplinary process shall then commence. If the suspension goes beyond five (5) days, the employee shall be placed on paid administrative leave commencing on the sixth (6th) day. The suspension may be terminated by the District with a minimum twelve (12) hour notice to the employee. If the final determination by a hearing officer is to uphold the recommendation for suspension, time served shall be counted. If the final determination is for the employee, the employee shall be repaid all lost wages and be made whole.

Section 8. Disciplinary Settlement Agreements: A disciplinary action may be settled at any time following the service of a formal Statement of Charges. The terms of a settlement shall be in writing. An employee and/or the District offered such a settlement shall have a reasonable opportunity to review the proposed settlement and seek counsel before approving the settlement in writing.

Section 9. Maximum Suspension Period: Any suspensions invoked under this Article against any one person in the classified service for one or more periods shall not aggregate more than ninety (90) calendar days in any twelve (12) month period.

Section 10. Timeline Extensions: Timelines in this Article may only be extended by mutual agreement between CSEA and the District.

Section 11. Release from Employment of Probationary Employees:

1. Probationary employees are subject to release from employment during the probationary period, without cause.
2. Prior to release from employment, the Director of Human Resources and Equal Employment Opportunity, with the CSEA President or designee, shall meet with the employee to notify the employee of his/her status.
3. The employee will have no right to a disciplinary hearing. The employee will have no right to appeal the Superintendent's action to the Board of Trustees.
4. Any grievance or outside administrative action filed, whether on the release from employment or for any other reason, shall not operate to extend the probationary period.

5. Failure by the District to evaluate the employee consistent with the established timelines will not operate to void the release from employment, nor will it serve to extend the probationary period.
6. By mutual agreement between the District and CSEA, a probationary employee may have his/her probationary period extended for up to a total of no more than twelve (12) months.

ARTICLE 21 GRIEVANCE PROCEDURE

Section 1. Definitions.

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

Section 2. Time Limits.

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

Section 3. Procedural Steps.

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

2. Formal, Level I: Immediate supervisor

- A. If a satisfactory resolution is not reached informally within ten (10) days after the informal conference with the immediate supervisor, the grievant, may, within 10 (ten) days thereafter, present on the "Statement of Grievance Form," attached hereto as Appendix E, the grievance in writing to the immediate supervisor or designee. The statement shall include a clear, concise statement of the grievance, circumstances involved, the decision rendered at the informal conference, the specific article, section, or provision violated, and the specific remedy sought.
- B. The immediate supervisor or designee shall, within ten (10) days of receipt, communicate the decision in writing to the grievant.
- C. Within the above time limits, either party may request a personal conference.

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

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

4. Formal, Levels III and IV: Higher supervisor and/or superintendent-president

- A. In the event the grievant is not satisfied with the decision at Formal Level II, he or she may, within ten (10) days after receiving the Level II response, appeal the decision on the appropriate form to the next level supervisor (Level III) or, if none, to the District superintendent-president or designee (Level IV). This statement should include a copy of the original grievance, appeals, the decisions rendered, and a clear, concise statement of the reasons for the appeal.
- B. That supervisor, or the superintendent-president or designee, shall communicate a copy of the appeal and his or her decision in writing to the exclusive representative and to the employee within ten (10) days after receiving the appeal.
- C. Within the above time limits either party may request a personal conference.
- D. If the appeal was to the next level supervisor (Level III) and the grievant is not satisfied with the result of Formal Level III, he or she may appeal the decision by following these procedures at Level IV. Grievants will bypass Level III if there is no higher supervisor between his or her immediate supervisor's next level supervisor and the superintendent-president.
- E. In Level IV, the decision of the superintendent-president or designee shall be used as a precedent in any subsequent grievance involving the interpretation of the same section of this Agreement if the chapter has agreed to the decision. If no written objection is received by the superintendent-president or designee within fifteen (15)

days of his or her issuing a decision, it shall be presumed that CSEA has agreed to the decision.

5. Formal, Level V: Advisory Arbitration

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

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

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

- A. If the grievant and CSEA are not satisfied with the decision at Level IV, they may, within ten (10) days after receiving the Level IV response, submit a notice in writing to the superintendent-president or designee that they intend to mediate the dispute.
- B. The parties will thereafter cooperate to find a mediator acceptable to both, through the Conflict Resolution & Mediation Center of Monterey County, the National Association of Community Mediators, State Mediation and Conciliation Service, or the local bar association. If either party objects to mediation, the parties will submit themselves to advisory arbitration pursuant to primary Level V, this article.
- C. The expenses of mediation will be shared equally by the District and the CSEA.

- D. The parties, together with the mediator, will establish the rules of the mediation, including a commitment to act quickly to bring the matter to a resolution. At the end of the mediation, the parties will submit their agreed findings and recommendation, which will be submitted to the Board. The Board will render a final and binding determination of the grievance.
- E. If the parties are unable to reach a resolution, the grievant may proceed to primary Level V, advisory arbitration, in this article.

Section 4. Other Provisions.

- 1. Nothing contained herein shall deny to any bargaining unit member his or her legal rights under state or federal constitutions and laws.
- 2. No probationary employee may use this grievance procedure in any way to appeal discharge.
- 3. No bargaining unit member shall use this grievance procedure to appeal a Board decision if such decision is a result of a state or federal regulatory commission or agency, or state or federal law decision.
- 4. The grievant may be represented by a designee of the Chapter or CSEA at any step of this grievance procedure. Neither the Board nor its representatives shall meet with any person acting as the representative of any employee group other than CSEA on matters subject to this grievance procedure. District shall submit to the Chapter President copies of any formal written grievance five (5) days after its filing.
- 5. Any grievance that occurs during the period of this Agreement shall be processed under the grievance procedure, even if this Agreement terminates before final resolution or action.
- 6. The grievant and his or her representative shall be entitled to process a grievance during normal working hours with no loss of pay subject to the following conditions:
 - A. Maximum of two (2) hours per week for the grievant and two (2) hours per week for the grievant's representative.
 - B. Any bargaining unit member acting as a representative for another in processing a grievance shall notify his/her own immediate supervisor at least twenty-four (24) hours in advance of any scheduled meeting to process a grievance.
 - C. The hours of released time shall be used only for scheduled meetings with appropriate management personnel as specified in the grievance procedure.
 - D. No representative shall be excused from duty under this article for more than four (4) hours per week.
- 7. A grievant may at any time withdraw a Level I or II grievance by notifying his or her immediate supervisor in writing. Grievances above Level II may only be withdrawn by CSEA. Such action shall terminate all future action relative to this specific grievance.

8. **Multiple Grievants:** If the same grievance is alleged by more than one employee against the same manager, one affected employee or CSEA may file on behalf of all of the grievants.

ARTICLE 22 SAFETY

Section 1. The District shall make every attempt within the limitations of its financial capabilities to comply with the applicable health, safety, and sanitation requirements of local, state, and Federal governments, including but not limited to California's Division of Occupational Safety and Health ("Cal/OSHA") and applicable notification requirements regarding hazardous material exposures.

Section 2. Employees are required to comply with all District regulations established for health and safety and are obligated to comply with safe working practices.

Section 3. CSEA Membership on District Safety Committee:

CSEA shall appoint 2 members to the official District Safety Committee established by Administrative Procedure 6800. CSEA appointees to this committee are eligible to receive release time as outlined in Article 6.

Section 4. As outlined in Article 9, Section 6 of this Collective Bargaining Agreement, the District shall pay the full cost of purchase or lease/rental of all uniforms, safety gear, and identification devices required to be worn by bargaining unit employees.

Safety gear includes non-slip shoes and Personal Protective Equipment ("PPE") required to safely perform assigned work duties for a specific classification or assignment. Examples of PPE include but are not limited to a lab coat and safety goggles for positions that are required to handle materials that warrant use of such PPE.

- A. The District shall provide and promote the use of safety devices and safeguards to reasonably assure employee health and safety. Working radios or communication devices are considered safety devices for locations, classifications or positions that warrant use of these devices.
- B. The Bargaining Unit Member shall be required to utilize all necessary equipment and abide by the safety rules and regulations.

Section 5. Ergonomics. A represented employee may submit a written request for an ergonomic assessment of their assigned on-campus work site to the Office of Human Resources. The District shall assess the identified work area within thirty (30) work days from the request whenever possible. A copy of any study's results shall be available to the Association and affected employee upon request. The District shall provide ergonomic equipment when it is required to do so pursuant to its obligations under state or federal law, or pursuant to an agreement between the District and CSEA.

Section 6. Reporting Unsafe Conditions.

- 1. No employee shall in any way be intimidated, or retaliated or discriminated against, as a result of reporting any unsafe condition related to health, safety, or sanitation conditions in the workplace.
- 2. In order to ensure that health or safety hazards are dealt with on a timely basis, the following procedures shall be used to deal with potential hazards:

- 1- Employees are obligated to report in writing to their immediate supervisor, immediately upon discovery, any condition which might be unsafe. Employees may also include their Union representative in communications regarding health or safety hazards.
- 2- Written reports of unsafe conditions will receive responses in writing by the District. The response will either describe the resolution to the safety issue or provide a timeline for resolution. A written report or response includes those written in email communications or the District's electronic reporting system.

Section 7. Reporting a Work-Related Injury. If employees sustain injuries related to performing their work duties, they shall notify their supervisor and contact Human Resources at (831) 755-6706. Information about reporting workplace injuries is available at <https://www.hartnell.edu/hr/benefits/workers-compensation-reporting-process-and-forms.html>. If the injured employee is unable to report the injury directly, their supervisor or a coworker may make the initial report.

Section 8: Threats or Acts of Violence. Employees shall immediately report any workplace-related threats or acts of violence to the District Campus Safety Office. Following are the telephone numbers to use to report an emergency:

Main Campus or Alisal Campus: 831.755.6888.

King City Education Center: 831.386.7131

More information about the Campus Safety Office is available at <https://www.hartnell.edu/about/safety/>.

After reporting any emergency to the Campus Safety Office, the unit member shall report any workplace-related threat or act of violence to their supervisor, or to the Office of Human Resources.

Section 9. Emergency Resulting in Temporary Suspension of Normal Campus Operations. In the event the District declares an emergency pursuant to Article 5, Section 4 of this Agreement, resulting in temporary suspension of normal campus operations, the parties shall engage in the following steps:

- 1- Within ten (10) working days of the temporary suspension of normal campus operations, the District will meet with the CSEA President or designee, unless the nature of the emergency prevents such a meeting. If the nature of the emergency prevents a meeting within ten (10) working days, the District will meet with CSEA as soon as reasonably feasible in light of the particular emergent situation.
- 2- During this preliminary meeting, the parties will review the status of the following as they pertain to CSEA-represented employees, in addition to any other mutually-agreed topics, to the extent the information is available at the time:
 1. Communications protocols regarding the emergency.
 2. Safety protocols regarding the emergency, including CSEA-represented employees assigned to work on campus.

Nothing in this section affects the obligations of the parties to negotiate over identified impacts and effects of the emergency declaration.

ARTICLE 23
DISTRICT-CHAPTER COMMUNICATIONS

Section 1. Either party to this agreement may request a meeting to discuss contract interpretation or to resolve a problem.

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

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

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

ARTICLE 24

CLASSIFICATION REVIEW AND RECLASSIFICATIONS

Section 1: Principles & Definitions. The District and the Union believe it is important to maintain a fair and equitable classification system.

1. "Classification" is defined in Education Code section 88001 to mean that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employees in a position within the classification, and the regular monthly salary ranges for positions within the classification.

The Office of Human Resources shall maintain a job description for each class in the classified service. The job description shall be descriptive of the duties. Job descriptions shall be submitted to the Board of Trustees and be subject to its approval.

2. A "classification study" or "review" is the analysis of the knowledge, skills, abilities, experience, duties (including but not limited to scope, depth, and breadth), and related factors to determine a position's appropriate placement in the District's classification structure. Requests for classification review should be treated in a consistent and fair manner, based on the merit of the request, as supported by data provided and collected during the process.
3. Reclassification: "Reclassification" means the modification of a position from one classification to a different classification, in recognition that a position has evolved through a gradual change in duties and job requirements.

It is caused by a permanent assignment of duties and responsibilities that change the nature of the employee's job to such an extent that an employee performing in that position more accurately falls under a different job description in a different classification. Decisions regarding reclassification shall be based on substantial and permanent changes in the level of duties and responsibilities of the position assigned by the District. A more appropriate job description may or may not already exist in the bargaining unit. Reclassification may or may not result in a change in salary.

4. Reclassification should be consistent and compatible with the District's mission, organizational goals and objectives. Reclassification may be warranted if there is a permanent, significant change in one or more of the factors listed below:
 - 1) Required skills, knowledge and abilities
 - 2) Required experience and education
 - 3) Technical expertise
 - 4) Accountability
 - 5) Responsibility
 - 6) Complexity
 - 7) Working conditions

- 8) Physical demand or skill
5. Factors that are not the basis for a reclassification include, but are not limited to:
 - a. If it is used as a reward for superior performance of duties.
 - b. If additional assigned duties or restructured duties are at a comparable level and do not create a significant change in the factors warranting classification, such as those identified in Section 1.4.
 - c. If the changes are temporary.
 - d. If the duties were performed as a result of working out of classification. Please see Article 10 for information regarding Out-of-Classification work.
6. Classification review may be conducted for the following reasons:
 - 1) Individual Requests for reclassification, as outlined in Section 4, by a CSEA employee or the employee's supervisor.
 - 2) Cyclical Review, as outlined in Section 4.
 - 3) Reorganization of existing classified positions. Reorganization means a reordering or reassignment of functions, tasks, and responsibilities within an organizational unit or throughout the District to provide an improved, new, or different service that has been approved by administration prior to the institution of reclassification procedures.
 - 4) Establishment of a new position that does not match an existing classified position within the District's classification structure.
 - 5) Where the evidence establishes a permanent, significant change in one or more of the factors listed in Section 1.4, and the classification has not been reviewed for a period of three (3) or more years.

Section 2. Responsibilities of Stakeholders.

- a. Board of Trustees
 1. Set policy on classification/reclassification process.
 2. Review and approve tentative agreements from superintendent-president.
- b. Human Resources
 1. Lead District-wide communication and facilitate an understanding of goals, objectives, processes, and outcomes. Including training and technical assistance to the Classification Review Committee members in best practices for classification processes
 2. Review applications for completeness.
 3. Ensure that process and timelines are consistent and followed.

4. Communicate Committee recommendations, including draft job descriptions, to employees and supervisors.
 5. Bring Committee recommendations/Tentative Agreements to Superintendent-President.
 6. Facilitate negotiations with CSEA when required.
 7. Analyze and resolve Committee referrals regarding workload issues or temporary out of class assignments.
 8. Provide clerical support to Committee.
 9. Appoint District representatives to the Classification Review Committee
 10. Collect & Review employees' completed classification review documents.
 11. Ensure that process and timelines are consistent and followed, including ensuring that employees and supervisors timely complete and submit information related to classification reviews, collect signed employees' and supervisors' applications.
 12. Provide employee with a copy of Supervisor's response.
 13. Notify an applicant for an individual Reclassification if the application is incomplete, or if the applicant is ineligible.
- c. Classification Review Committee
1. Conduct classification reviews according to procedures in this article.
 2. Keep record of interviews, deliberations, and decisions on forms provided.
 3. Select a Chairperson from among the regular members of the Committee.
- d. Committee Chairperson
1. Work with Human Resources to calendar and make arrangements for Committee meetings.
 2. Ensure that all documents and research are available for Committee use.
 3. Facilitate all Committee meetings.
- e. Employees
1. Complete classification review documents.
 2. Submit forms to Human Resources within timeline.
 3. Review and respond to Committee's recommendation for their position.
 4. Participate with Committee upon request.

5. Make presentation to Committee upon request.

f. Direct Supervisors

1. Submit the Supervisor's statement, with Level 2 manager signature (where applicable) to the Office of Human Resources by the deadline established by the Office of Human Resources.

2. Make presentation to Committee upon request

Section 3. Classification Review Committee.

a. Composition of Committee

1. The Classification Review Committee shall be comprised of two CSEA members appointed by the Chapter 470 President, and two District members appointed by the superintendent-president or designee.

2. CSEA shall not assign more than one member from a single department.

3. CSEA and the District shall each appoint an alternate to serve on the Committee. Alternates may attend meetings, but vote only in the absence of a regular member.

4. The Committee shall choose a chairperson from among the regular Committee members who shall serve a one year term, but who may serve consecutive terms.

b. Term of Office: Committee members shall serve a staggered two-year term and may serve consecutive terms.

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

d. Decision-making: The Committee shall make decisions by majority vote.

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

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

1) When a committee member holds the same classification as the individual employee(s) being reviewed.

2) When a committee member has the responsibility of immediate supervision of the employee(s) scheduled for review.

3) When a committee member has an ongoing or recent substantial conflict with the individual applicant.

4) When a committee member has submitted an application to be reviewed by the present Committee.

Section 4. Classification Review.

- a. Individual Review: Individuals may apply for a review of their position according to the timelines and procedures in this article.
 1. Annually, CSEA members will have the opportunity to submit their current position for review and analysis so long as they are not barred from submitting because of one of the reasons stated in this section.
 2. Employees in probationary status in their position may not file individual requests for reclassification.
 3. Individual applications may not be filed in the preceding year, or in the same year that the employee's classification is included in a Cyclical Review.
 4. If a position is reclassified, a two-year waiting period is required before a new individual application may be filed.
 5. If an individual application is denied, a new application may not be filed until the following year from the date the application was denied, unless it is already included in the Cyclical Review.
 6. Individual applicants must have successfully served for a period of two years in a position before filing an individual application for that classification.
 7. Requests for reviews may be submitted by the employee and/or a direct supervisor.
- b. Cyclical Review: Classifications and/or job families shall be reviewed a minimum of once every five (5) years. Each year, classified employees whose job classifications have been identified for review will be requested to submit classification review documents. The review cycle of families is listed below and further defined in Appendix F, Alphabetical Listing of Classifications by Family.

Year 1:

- Program Support

Year 2:

- Library Services
- Instructional Services

Year 3:

- Student Services

Year 4:

- Fiscal Services

- Technical Paraprofessional

Year 5:

- Instructional Technology
- c. Re-Organizations: In the event that the District initiates a re-organization that impacts classifications and/or job descriptions, the CSEA and the District will meet to determine whether any adjustment to the cyclical review schedule is warranted.
 - d. Timeline: The window period for individual reclassification requests shall be open from September 15 to September 30, annually. The Committee shall have no less than three months to complete its responsibilities. The CHRO and the LRR shall have approximately three months to research compensation data and draft job descriptions as recommended by the Committee. It is the intent of the parties that the entire procedure, including ratification by the parties, shall be completed no later than May 15 of each year. Reclassifications and re-allocations shall be effective the July 1 following the window period during which an application was submitted or a cyclical review was initiated.

Section 5. Classification Study Procedures:

1. Individual Process Notification: Annually, Human Resources will open the process for individual reclassifications, to run from September 15 to September 30. Applicants for individual reclassifications shall use the forms provided by the Office of Human Resources and available on the HR website.
2. Cyclical Review: Employees participating in the cyclical review process will be given up to three hours of on-duty time, not to include training to complete the required classification review paperwork.
 - 3- Requirements and Documentation: It is responsibility of each employee to submit the required documentation by the deadline. The following document/information should be provided.
 - a. The Classification Review Document must be completed and signed.
 - b. For individual requests only, attach the current job description.
 - c. If job duties have changed, been added or deleted, from those in the current job description, indicate the changes and dates of those changes.
 - d. Indicate if changes in job duties are temporary or permanent and provide supporting information

Section 6. Committee Review: The Committee will have approximately three (3) months from the submission deadline to conduct the classification review and submit recommendations. The Committee shall complete the following:

- a. Review completed applications.
- b. Meet with individual applicants and those included in a cyclical classification study if further clarification is needed; or if applicant requests interview

- c. Meet with the direct supervisors of applicants and those who supervise classifications/families under review. if further clarification is needed; or if supervisor requests interview.
- d. Meet with those who hold classification expertise, if clarification is needed, including staff and supervisors.
- e. Analyze existing job descriptions.
- f. Recommend one of the following to CHRO and LRR
 - job description revisions
 - new job description;
 - reclassification of a position from one classification to another existing classification
 - new classification
- g. CHRO and LRR draft or revise new job descriptions, and/or reclassification from CRC recommendations, to present to the CRC for final review and vote.
- h. If the CRC votes to recommend significant changes to the duties of an existing classification, or to establish a new classification, the CHRO will present to the LRR a compensation study, utilizing comparison organizations as agreed to by CSEA and the District. The list of comparison organizations is available online at HR, Forms, Classification Review Benchmark (HR-46).
- i. The final salary level assigned to a revised or new classification is subject to negotiation between the District and CSEA.
- j. Keep records of interviews, deliberations, and decision on forms provided.
- k. Refer workload and out of class issues to Human Resources for resolution.
- l. Request that the Human Resources Office solicit any additional information that may be needed.

Section 7. Committee Recommendations and Implementation Procedures:

- a. The Committee's recommendations, including draft job descriptions, shall be provided to all affected employees and their supervisors.
- b. The affected employees shall have 14 calendar days to appeal the Committee's recommendation utilizing the Employee Request for Reconsideration form
- c. The Committee will have 14 calendar days to review the appeals.
- d. The Committee shall review and make final recommendations to the CHRO. The CHRO shall provide final job descriptions and appropriate Tentative Agreement documents for Committee signatures.

- e. The CHRO shall forward the signed Tentative Agreements to the Superintendent-President.
- f. Upon review and approval, the Tentative Agreement(s) shall be signed by the superintendent-president and forwarded to the appropriate channels for ratification.
- g. If the superintendent-president does not agree to one or more recommendations, or if the chief fiscal officer verifies that the budget cannot sustain these recommendations, negotiations between the parties shall commence no later than March 15.

Section 8. Compensation Study:

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

Section 9. Ratification. Signed Tentative Agreements shall be forwarded to CSEA for ratification and to the Board of Trustees for approval.

Section 10. Grievances. The recommendations of the Committee and the decisions of the superintendent-president are not grievable. Violations, misapplications, and misinterpretations of the reclassification process are subject to the grievance section of the collective bargaining agreement.

ARTICLE 25 PROFESSIONAL GROWTH

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

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

Section 2. CSEA Professional Growth Working Group.

1. Composition of Working Group
 - a. The Committee shall consist of not more than three (3) CSEA-represented employees appointed by CSEA and three (3) District representatives appointed by the Superintendent/President.
 - b. The Chief Human Resources Officer or designee shall serve the Committee as a resource person for appropriate information and District records.
 - c. Members of the Working Group shall develop protocols and rules regarding Working Group leadership (Chair and Secretary positions) and procedures of operation (mechanism for decision-making, such as consensus or by majority vote).
2. Term of Office: Working Group members shall serve a staggered two-year term.
3. Quorum: Four committee members must be present in order to meet and take action.
4. Duties of the Working Group
 - a. Develop a comprehensive strategy to address CSEA-represented employees' specific interests for professional growth and development of their represented members.

For example, the Working Group may:

- Recommend programs to enhance employees' professional development resources,
- identify and support training resources to address CSEA-represented employee interests identified through surveys or other mechanisms, or
- develop criteria for CSEA-represented employees to access targeted professional growth resources, or training programs responsive to organizational change and tied to the District's institutional goals.

Working Group-recommended programs may include the following, non-exclusive delivery modes:

- i. In-service training
 - ii. Workshops
 - iii. Conferences
 - iv. Seminars
 - v. Individual or small group planned projects
 - vi. Institutionally planned activities
 - vii. Course work
- b. Collaborate with the District-wide Hartnell Community College Professional Development Committee (see Section 3) to ensure efforts to support CSEA members are not duplicative of resources available in other avenues at the District.
 - c. For the benefit of CSEA-represented employees, recommend development of programs, identify resources, propose additional policy or revisions to policy, as necessary, to CSEA and the District.
 - d. For CSEA-represented employees, evaluate all activities for professional growth and degree incentives and approve or deny all requests for Permission to Enroll and Application for Award.
5. Timeline for Initial Working Group Tasks
- a. CSEA and the District will appoint their respective representatives to this CSEA Working Group within thirty (30) calendar days of Board of Trustee approval of this Collective Bargaining Agreement.
 - b. The Working Group will meet within twenty (20) working days after it is formed to establish protocols and procedures to conduct its work.
 - c. The Working Group will meet at least once per month for the first six months after it is formed, to propose a comprehensive, resource-conscious program to support CSEA members' professional growth.

Section 3. HCCD Professional Development Committee Representation. CSEA shall maintain three (3) CSEA-appointed members to the Hartnell College Professional Development Committee ("PDC"). The PDC shall be comprised of proportionate voting membership between bargaining units, appointed by each bargaining unit. The District-wide Professional Development Committee is a separate entity from the CSEA-specific Working Group outlined in Section 2. CSEA shall appoint one of the District-wide Professional Development Committee members to serve as one of the CSEA appointees to the Working Group identified in Section 2.

Section 4. Professional Growth Program and Employee Scholars Program. The Professional Growth Program shall be interpreted and implemented as follows:

1. Professional growth credit shall be given for relevant unit credit collegiate level coursework. Credit may be obtained for non-collegiate coursework, but in order to obtain such credit, the employee must obtain prior approval of the work and a prior assignment of credit to such work (assuming successful completion) from the immediate supervisor and the Chief Human Resources Officer.

2. Professional growth credit will be provided for coursework completed on the employee's own time. Released time for on-the-job training to participate in study/coursework, etc., shall not result in professional growth credit.
3. Professional growth credit shall be given only for that course work begun and completed subsequent to the effective date of the Agreement into which this proposal is incorporated.
4. All coursework for professional growth shall be job-related or related to advancement to another bargaining unit job and subject to prior approval of the employee's immediate supervisor and the Chief Human Resources Officer. The burden of proof of job-relatedness falls on the employee making the request for professional growth credit. All college-level course work (minimum - 3 semester unit course) in minority culture and its primary language, where use of such minority culture and language are a significant part of the employee's job, shall be deemed job-related; provided, however, prior approval of the course work (prior to commencement of the course work) by the District is required.
5. An appeal process would be established similar to that now operating with working out-of-class provisions of the Agreement.
6. Upon promotion of the employee to a new classification, the units completed for professional growth credit shall be reviewed by the new supervisor and the Vice President/Administrative Services.
7. If units were gained completing courses which provided employee with prerequisite skills for the new position, the professional growth credit will not be carried over.
8. If the credit is not job-related to the new position, the credit will not be carried over.
9. In both A. and B. above, the appeal process of Paragraph 5 shall apply.
10. The District shall have the right to require appropriate coursework as part of any professional growth program for an employee.
11. An employee shall have three (3) years in which to complete any cycle of professional growth. Units will not be carried over if the cycle is not completed within the three (3) years.
12. Upon completion of nine (9) units (within the three-year timeline described in Section 4, paragraph 11), the employee shall be eligible for the first step of the professional growth increment.
13. Upon completion of an additional nine (9) units (within the three-year timeline), the employee shall be eligible for a second step of the professional growth increment.
14. Professional growth increment shall be a flat rate of \$50.00 per month per earned Professional growth step.
15. Regular (non-probationary) CSEA-represented employees are also eligible for, and encouraged to apply to participate in, the District's Employee Scholars Program, as established by Board Policy / Administrative Procedure 7165. Through this program, employees may apply for reimbursement for tuition, registration, and books for a course of study at an accredited institution that is directly related to the employee's

present/future position, or a degree requirement for a position to which the employee may transfer or progress towards within the District.

Section 6. Release Time for Professional Development.

1. Full-time, 12-month staff shall be granted sixteen (16) hours of release time in a calendar year, to be used for approved professional development training or activities that are not District-mandated or required by the employee's supervisor to perform assigned work duties.
 - a. This time will be prorated for employees who work less than twelve months per year, and between thirty (30) and forty (40) hours per week.
 - b. Employees who work fewer than thirty (30) hours per week are eligible for prorated release time only by mutual agreement between CSEA and the District.
2. Employees may request to use Professional Development release time from the activities and trainings approved by the Working Group identified in Section 2 above. Additionally, an employee may submit a request to use Professional Development release time for a course, training, or similar activity that has not been approved by the Working Group by submitting a request to the Working Group, with a copy to the Chief Human Resources Officer.

Employees must request to use the Professional Development release time in writing, in advance of the proposed event, to their direct supervisor, who will consider the request in light of the employee's professional growth goals, institutional priorities, and operational needs. If a supervisor denies a request for an employee to use Professional Development release time, the employee may raise this concern with the Chief Human Resources Officer and the CSEA President. The decision to deny an employee's request for use of Professional Development Release Time is not subject to the grievance procedure outlined in Article 21 of this Collective Bargaining Agreement.

3. Professional Development Release Time shall not carry over from one calendar year to another.

ARTICLE 26 CONTRACTING OUT

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

ARTICLE 27 TELECOMMUTE/TELEWORKER PROGRAM

- A. Telework is defined as performing work one (1) or more days per pay period away from the work site to which the employee is normally assigned. Such locations must be within a preapproved work space and during preapproved work hours inside the teleworker's residence, telework centers, or other offices of, or approved by, the District, as approved pursuant to the District's Teleworker Program: Guidelines and Handbook published June 27, 2014.
- B. The approval of a request for telework resides within the sole discretion of the superintendent-president.
- C. If the District proposes to change the existing Teleworker Program, it shall first notify CSEA and provide the proposed changes. Within thirty (30) calendar days of the date of such notification, CSEA may request to negotiate over the impact of proposed changes including but not limited to concerns of layoff as a result of a telecommuting/teleworker program, performance or productivity expectations or standard changes, equipment, supplies, and phone lines.
- D. Upon request by either party, the District and CSEA shall meet to discuss improvements to the Telecommuting Program: Teleworker Guidelines and Handbook.
- E. When an illness or injury of an employee prevents that employee from reporting to his or her worksite, he or she may apply to his or her immediate supervisor, for permission to perform duties from home. Approval of such requests resides within the sole discretion of the superintendent-president. Prior to the implementation of any such request, a telecommuting or "work at home" plan will be developed for the unit member. All "work at home" plans shall include provisions for the length of time that the plan will be in effect, the number of hours per day to be worked as well as any other applicable and appropriate terms and conditions. With a twenty-four (24) hour notice, a "work at home" plan may be terminated by the superintendent-president. Any such plan shall be subject to applicable state or federal regulations as well as any insurance or workers' compensation requirements.

ARTICLE 28
DURATION

1. The term of this agreement shall be from July 1, 2019 through June 30, 2022.
2. Nothing in this agreement shall be construed as limiting any rights the parties otherwise retain under the provisions of the Educational Employment Relations Act.

HARTNELL COMMUNITY COLLEGE DISTRICT
APPENDIX A: CURRENT CSEA BARGAINING UNIT JOB
CLASSIFICATIONS

Position Title	Salary Range
Ratified by Board of Trustees, Hartnell Community College District: June 5, 2012	
Accountant	36
Accounting Assistant	21
Accounting Technician	25
Administrative Assistant.....	18
Administrative/Help Desk Assistant.....	20
Admissions and Records Technician	18
Admissions and Records Evaluation Technician.....	24
Assessment Technician	15
Athletic Equipment Attendant	21
Child Development Center Teacher.....	43
Clerical Assistant	14
Computer Lab Coordinator	28
Computer/Telephone Technician.....	35
Counseling Data Technician	15
Division Administrative Assistant	22
Disabled Students Programs and Services (DSP&S) Specialist.....	31
Disabled Students Programs and Services (DSP&S) Lead Specialist	34
Enrollment Services Lead.....	34
Enrollment Services Specialist	26
EOPS/CARE Technician	18
Extended Opportunity Program and Services (EOP&S) Specialist.....	31
Financial Aid Lead.....	34
Financial Aid Specialist	31
Financial Aid Technician	18
Foundation Support Technician.....	20
Information Technology Specialist.....	39
Institutional Research Analyst	36
Institutional Research Assistant.....	15
Institutional Research Technician.....	20

Instructional Associate (Tool room & Visual Arts)21

Instructional Operations Specialist28

Instructional Operations Technician28

Instructional Services Assistant14

Instructional Specialist – Learning Center.....23

Instructional Specialist – Distance Education and Computer Lab.....23

Instructional Technologist37

Instructional Technology Technician22

International Admissions Technician18

International Student Advisor44

Lead Program Coordinator34

Library Services Specialist31

Library Technician.....20

Library Technician, Senior22

Marketing and Information Specialist28

Mathematics Instructional Assistant – Learning Center.....15

MESA Project Coordinator.....36

Multimedia Technician33

Nursing Program Specialist25

Offset Equipment Operator.....19

Planetarium Coordinator.....23

Program Assistant I.....26

Program Assistant II31

Programmer Analyst.....40

Programmer Analyst/Network Administrator.....48

Programmer Analyst/Web Administrator48

Purchasing Technician21

Scholarship Assistant18

School-to-College Coordinator.....34

School/Community Relations Coordinator.....34

Science Lab Technician23

Secretary16

Senior Accountant.....45

Senior Programmer Analyst.....44

Student Life Coordinator31

Student Services Technician.....20

Tutorial Services Coordinator.....	28
Warehouse Assistant.....	15
Warehouse Technician.....	20
Workforce & Community Development Coordinator	34
Workforce & Community Development Specialist.....	31

APPENDIX B: CHANGE TO CAP AMOUNT

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

APPENDIX C: AUTHORIZATION FOR PAYROLL DEDUCTION

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

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

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

Employee's Signature _____ Date _____

CSEA STAFF**APPENDIX D: 2009/2010 SALARY SCHEDULE**

Position Title	Salary Range
Accountant	36
Accounting Assistant	21
Accounting Technician	25
Administrative Assistant	18
Administrative/Help Desk Assistant	20
Admissions and Records Technician	18
Admissions and Records Evaluation Technician	24
Assessment Technician	15
Athletic Equipment Attendant	21
Child Development Center Teacher	43
Clerical Assistant	14
Computer Lab Coordinator	28
Computer/Telephone Technician	35
Counseling Data Technician	15
Division Administrative Assistant	22
Disabled Students Programs and Services (DSP&S) Specialist	31
Disabled Students Programs and Services (DSP&S) Lead Specialist	34
Enrollment Services Lead	34
Enrollment Services Specialist	26
EOPS/CARE Technician	18
Extended Opportunity Program and Services (EOP&S) Specialist	31
Financial Aid Lead	34
Financial Aid Specialist	31
Financial Aid Technician	18
Foundation Support Technician	20
Information Technology Specialist	39
Institutional Research Analyst	36
Institutional Research Assistant	15

Instructional Associate (Tool room & Visual Arts)	21
Instructional Operations Specialist	28
Instructional Operations Technician	28
Instructional Services Assistant	14
Instructional Specialist-Learning Center	23
Instructional Specialist – Distance Education and Computer Lab	23
Instructional Technologist	37
Instructional Technology Technician	22
International Admissions Technician	18
International Student Advisor	44
Lead Program Coordinator	34
Library Services Specialist	31
Library Technician	20
Library Technician, Senior	22
Marketing and Information Specialist	28
Mathematics Instructional Assistant-Learning Center	15
MESA Project Coordinator	36
Multimedia Technician	33
Nursing Program Specialist	25
Offset Equipment Operator	19
Planetarium Coordinator	23
Program Assistant I	26
Program Assistant II	31
Programmer Analyst	40
Programmer Analyst/Network Administrator	48
Programmer Analyst/Web Administrator	48
Purchasing Technician	21
Scholarship Assistant	18
School-to-College Coordinator	34
School/Community Relations Coordinator	34
Science Lab Technician	23
Secretary	16

Senior Accountant	45
Senior Programmer Analyst	44
Student Life Coordinator	31
Student Services Technician	20
Tutorial Services Coordinator	28
Warehouse Assistant	15
Warehouse Technician	20
Workforce & Community Development Coordinator	34
Workforce & Community Development Specialist	31

HARTNELL COMMUNITY COLLEGE DISTRICT AGREEMENT WITH CHAPTER 470 CSEA, 2019-2022

Range	Step A				Step B			Step C			Step D			Step E		
	Annual	Monthly	Hourly	95%	Annual	Monthly	Hourly									
1	21,660	1,805	10.41	9.89	22,716	1,893	10.92	23,904	1,992	11.49	25,128	2,094	12.08	26,340	2,195	12.66
2	22,188	1,849	10.67	10.14	23,352	1,946	11.23	24,492	2,041	11.78	25,740	2,145	12.38	26,964	2,247	12.96
3	22,716	1,893	10.92	10.37	23,904	1,992	11.49	25,128	2,094	12.08	26,340	2,195	12.66	27,672	2,306	13.30
4	23,352	1,946	11.23	10.67	24,492	2,041	11.78	25,740	2,145	12.38	26,964	2,247	12.96	28,356	2,363	13.63
5	23,904	1,992	11.49	10.92	25,128	2,094	12.08	26,340	2,195	12.66	27,672	2,306	13.30	29,040	2,420	13.96
6	24,492	2,041	11.78	11.19	25,740	2,145	12.38	26,964	2,247	12.96	28,356	2,363	13.63	29,748	2,479	14.30
7	25,128	2,094	12.08	11.48	26,340	2,195	12.66	27,672	2,306	13.30	29,040	2,420	13.96	30,480	2,540	14.65
8	25,740	2,145	12.38	11.76	26,964	2,247	12.96	28,356	2,363	13.63	29,748	2,479	14.30	31,260	2,605	15.03
9	26,340	2,195	12.66	12.03	27,672	2,306	13.30	29,040	2,420	13.96	30,480	2,540	14.65	32,052	2,671	15.41
10	26,964	2,247	12.96	12.31	28,356	2,363	13.63	29,748	2,479	14.30	31,260	2,605	15.03	32,832	2,736	15.78
11	27,672	2,306	13.30	12.64	29,040	2,420	13.96	30,480	2,540	14.65	32,052	2,671	15.41	33,624	2,802	16.17
12	28,356	2,363	13.63	12.95	29,748	2,479	14.30	31,260	2,605	15.03	32,832	2,736	15.78	34,440	2,870	16.56
13	29,040	2,420	13.96	13.26	30,480	2,540	14.65	32,052	2,671	15.41	33,624	2,802	16.17	35,340	2,945	16.99
14	29,748	2,479	14.30	13.59	31,260	2,605	15.03	32,832	2,736	15.78	34,440	2,870	16.56	36,168	3,014	17.39
15	30,480	2,540	14.65	13.92	32,052	2,671	15.41	33,624	2,802	16.17	35,340	2,945	16.99	37,092	3,091	17.83
16	31,260	2,605	15.03	14.28	32,832	2,736	15.78	34,440	2,870	16.56	36,168	3,014	17.39	38,028	3,169	18.28
17	32,052	2,671	15.41	14.64	33,624	2,802	16.17	35,340	2,945	16.99	37,092	3,091	17.83	38,916	3,243	18.71
18	32,832	2,736	15.78	14.99	34,440	2,870	16.56	36,168	3,014	17.39	38,028	3,169	18.28	39,888	3,324	19.18
19	33,624	2,802	16.17	15.36	35,340	2,945	16.99	37,092	3,091	17.83	38,916	3,243	18.71	40,860	3,405	19.64
20	34,440	2,870	16.56	15.73	36,168	3,014	17.39	38,028	3,169	18.28	39,888	3,324	19.18	41,880	3,490	20.13
21	35,340	2,945	16.99	16.14	37,092	3,091	17.83	38,916	3,243	18.71	40,860	3,405	19.64	42,888	3,574	20.62
22	36,168	3,014	17.39	16.52	38,028	3,169	18.28	39,888	3,324	19.18	41,880	3,490	20.13	43,956	3,663	21.13
23	37,092	3,091	17.83	16.94	38,916	3,243	18.71	40,860	3,405	19.64	42,888	3,574	20.62	45,060	3,755	21.66
24	38,028	3,169	18.28	17.37	39,888	3,324	19.18	41,880	3,490	20.13	43,956	3,663	21.13	46,200	3,850	22.21
25	38,916	3,243	18.71	17.77	40,860	3,405	19.64	42,888	3,574	20.62	45,060	3,755	21.66	47,340	3,945	22.76
26	39,888	3,324	19.18	18.22	41,880	3,490	20.13	43,956	3,663	21.13	46,200	3,850	22.21	48,492	4,041	23.31
27	40,860	3,405	19.64	18.66	42,888	3,574	20.62	45,060	3,755	21.66	47,340	3,945	22.76	49,656	4,138	23.87
28	41,880	3,490	20.13	19.12	43,956	3,663	21.13	46,200	3,850	22.21	48,492	4,041	23.31	50,952	4,246	24.50
29	42,888	3,574	20.62	19.59	45,060	3,755	21.66	47,340	3,945	22.76	49,656	4,138	23.87	52,140	4,345	25.07
30	43,956	3,663	21.13	20.07	46,200	3,850	22.21	48,492	4,041	23.31	50,952	4,246	24.50	53,460	4,455	25.70
31	45,060	3,755	21.66	20.58	47,340	3,945	22.76	49,656	4,138	23.87	52,140	4,345	25.07	54,816	4,568	26.35
32	46,200	3,850	22.21	21.10	48,492	4,041	23.31	50,952	4,246	24.50	53,460	4,455	25.70	56,136	4,678	26.99
33	47,340	3,945	22.76	21.62	49,656	4,138	23.87	52,140	4,345	25.07	54,816	4,568	26.35	57,504	4,792	27.65
34	48,492	4,041	23.31	22.14	50,952	4,246	24.50	53,460	4,455	25.70	56,136	4,678	26.99	58,956	4,913	28.34
35	49,656	4,138	23.87	22.68	52,140	4,345	25.07	54,816	4,568	26.35	57,504	4,792	27.65	60,420	5,035	29.05
36	50,952	4,246	24.50	23.28	53,460	4,455	25.70	56,136	4,678	26.99	58,956	4,913	28.34	61,896	5,158	29.76
37	52,140	4,345	25.07	23.82	54,816	4,568	26.35	57,504	4,792	27.65	60,420	5,035	29.05	63,396	5,283	30.48
38	53,460	4,455	25.70	24.42	56,136	4,678	26.99	58,956	4,913	28.34	61,896	5,158	29.76	65,016	5,418	31.26
39	54,816	4,568	26.35	25.03	57,504	4,792	27.65	60,420	5,035	29.05	63,396	5,283	30.48	66,588	5,549	32.01
40	56,136	4,678	26.99	25.64	58,956	4,913	28.34	61,896	5,158	29.76	65,016	5,418	31.26	68,220	5,685	32.80
41	57,504	4,792	27.65	26.27	60,420	5,035	29.05	63,396	5,283	30.48	66,588	5,549	32.01	69,972	5,831	33.64
42	58,956	4,913	28.34	26.92	61,896	5,158	29.76	65,016	5,418	31.26	68,220	5,685	32.80	71,688	5,974	34.47
43	60,420	5,035	29.05	27.60	63,396	5,283	30.48	66,588	5,549	32.01	69,972	5,831	33.64	73,428	6,119	35.30
44	61,896	5,158	29.76	28.27	65,016	5,418	31.26	68,220	5,685	32.80	71,688	5,974	34.47	75,192	6,266	36.15
45	63,396	5,283	30.48	28.96	66,588	5,549	32.01	69,972	5,831	33.64	73,428	6,119	35.30	77,088	6,424	37.06
46	65,016	5,418	31.26	29.70	68,220	5,685	32.80	71,688	5,974	34.47	75,192	6,266	36.15	79,020	6,585	37.99
47	66,588	5,549	32.01	30.41	69,972	5,831	33.64	73,428	6,119	35.30	77,088	6,424	37.06	80,916	6,743	38.90
48	68,220	5,685	32.80	31.16	71,688	5,974	34.47	75,192	6,266	36.15	79,020	6,585	37.99	82,908	6,909	39.86
49	69,972	5,831	33.64	31.96	73,428	6,119	35.30	77,088	6,424	37.06	80,916	6,743	38.90	84,972	7,081	40.85
50	71,688	5,974	34.47	32.75	75,192	6,266	36.15	79,020	6,585	37.99	82,908	6,909	39.86	87,108	7,259	41.88
51	73,428	6,119	35.30	33.54	77,088	6,424	37.06	80,916	6,743	38.90	84,972	7,081	40.85	89,232	7,436	42.90
52	75,192	6,266	36.15	34.34	79,020	6,585	37.99	82,908	6,909	39.86	87,108	7,259	41.88	91,416	7,618	43.95
53	77,088	6,424	37.06	35.21	80,916	6,743	38.90	84,972	7,081	40.85	89,232	7,436	42.90	93,696	7,808	45.05
54	79,020	6,585	37.99	36.09	82,908	6,909	39.86	87,108	7,259	41.88	91,416	7,618	43.95	96,024	8,002	46.17

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

In addition to wages above, the District pays the 7% Employee Contribution to PERS

Effective July 1, 2007

APPENDIX E: LEVEL I GRIEVANCE FORM

1. Grievant: _____

2. Address: _____ Home Phone: _____

3. Work Site: _____ Work Phone: _____

4. Supervisor: _____ Title: _____

5. Employee Representative: _____ Phone: _____

6. Date Incident(s) Occurred: _____

7. Brief Statement of Incident(s): _____

8. Contract Provisions Violated, Misapplied, or Misinterpreted: _____

9. Specific Remedy Sought: _____

10. A conference is requested with the District Designee: _____ YES _____ NO _____

Grievant's Signature: _____ Date: _____

Received by District Designee: _____ Date: _____

Grievance Tracking Form Attached

Grievance Tracking Form

Grievant Name: _____ Supervisor: _____

Date of Informal Grievance Meeting: _____

Description of Issue: _____

Outcome of Meeting: _____

Grievant Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

Level I (Attach Grievance Form) Supervisor's Decision: _____

Signature: _____ Title: _____ Date: _____

Level II Appeal (Attach Grievance Form, CSEA Response Level I) Date Received: _____ Manager's Decision: _____

Signature: _____ Date: _____

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

Signature: _____ Title: _____ Date: _____

Level V Appeal: Arbitration (Attach Grievance Form and CSEA Response to Level III/IV) Attach Arbitrator's Recommendation(s) Date of Hearing: _____

Alternate Level V Appeal: Mediation (Attach Grievance Form and CSEA Response to Level III/IV) Attach Recommendation(s) Date of Mediation: _____

Final Review by the Board of Trustees Meeting Date: _____

Attach Board of Trustee's Decision

Signature: _____ Title: _____ Date: _____

HARTNELL COMMUNITY COLLEGE DISTRICT

APPENDIX F: ALPHABETICAL LISTING OF CLASSES BY FAMILY

CLERICAL/SECRETARIAL

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

FISCAL SERVICES

Accountant
Accounting Assistant
Accounting Technician
Purchasing Technician
Senior Accountant

INSTRUCTIONAL SERVICES

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

LIBRARY SERVICES

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

MIS/INSTRUCTIONAL TECHNOLOGY

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

PROGRAM SUPPORT

EOPS/CARE/CalWORKS Technician

EOPS Program Coordinator
EOPS Specialist
Lead Program Coordinator
MESA Program Coordinator
Program Assistant I
Program Assistant II

STUDENT SERVICES

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

TECHNICAL/PARAPROFESSIONAL

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

APPENDIX G: PERFORMANCE APPRAISAL

INSTRUCTION & INFORMATION: CSEA Performance Appraisal

1. The purpose of the employee evaluation is to reflect the unit member's proficiency in the job, promote self-improvement, identify areas in which the individual is performing satisfactorily, identify areas of improvement if necessary, and to identify goals and objectives for the ensuing year.
2. To indicate the rating on any factor, a check mark or "x" is placed in the appropriate column. Please note the definitions of the appropriate rating are listed below. Comments are required for each performance factor.
3. See Article 7.

CSEA PERFORMANCE APPRAISAL

Human Resources &
Equal Employment Opportunity

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

Employee Name:		Classification/Position:	
District Hire Date:		Hire Date in Class:	
Department:		ID#:	

Date of last appraisal: _____

Due date of this appraisal: _____

The rating categories are:

1. **Unsatisfactory:** Performance deficient and requires immediate improvement
2. **Needs Improvement:** Improvement needed for performance to meet expected standards
3. **Meets Expectations:** Performance meets requirements set forth in job description (expected standards)
4. **Commendable:** Performance exceeds expected standards

When evaluating the employee’s performance, the evaluator is required to provide comments for each rating in each category below. If the rating is Unsatisfactory (“1”) or Needs Improvement (“2”), the evaluator must establish a goal for improvement and identify support or resources for the unit member. The unit member is responsible for satisfactory performance. Merely completing improvement activities may not demonstrate that the employee has achieved the targeted improvement.

1. **QUALITY OF WORK:** Consider extent to which completed work is accurate, well organized, thorough, effective.

1	2	3	4

--

2. **QUANTITY OF WORK:** Consider the amount and timeliness of acceptable work produced.

1	2	3	4

--

3. **WORKING RELATIONSHIPS:** Consider extent to which the employee recognizes the needs and desires of other people, treats others with respect and courtesy.

- a. students
- b. co-workers
- c. the public
- d. supervisors

1	2	3	4

--

4. **WORKING ATTITUDES:** Consider extent to which the employee learns and applies new ideas and technology, demonstrates interest and initiative and accepts job responsibilities.

1	2	3	4

--

5. **ORGANIZATIONAL AND TEAM RELATIONSHIPS:** Consider extent to which employee:

- a. accepts constructive criticism and feedback;
- b. keeps supervisor and co-workers advised of problems, ideas or decisions;
- c. provides information and assistance to others.

1	2	3	4

--

6. **WORK HABITS:** Consider how the employee:

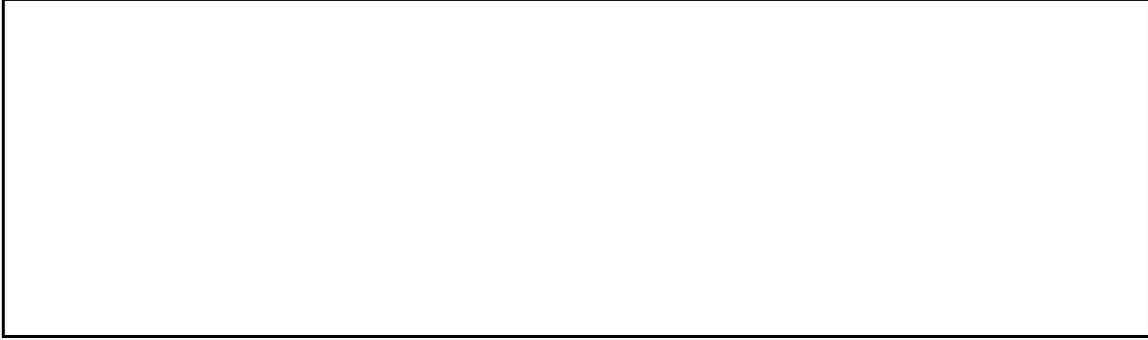
- a. effectively organizes work.
- b. uses good judgment in analyzing work situations.
- c. follows policies and procedures.
- d. uses safe work procedures.
- e. uses and cares for equipment and materials.
- f. dresses appropriately for position, maintains neat and clean appearance

1	2	3	4

--

7. **ATTENDANCE:** Consider unexcused absences; excessive absences (i.e., consistent use of credits as soon as they are earned); absences without sufficient notice; tardiness and pattern absences.

1	2	3	4



GOALS for Professional Development

As outlined in Article 7, Section 4, the focus of goal setting is to review department priorities and the employee’s growth, necessary improvements, and professional development toward meeting the employee’s and institutional priorities and goals. This practice is intended as an opportunity for employees to access available resources.

GOALS AND OBJECTIVES	RESOURCES AND STRATEGIES TO SUPPORT AND ATTAIN THE GOALS AND OBJECTIVES

PLAN FOR IMPROVEMENT

[[INSERT CURRENT PAGE FROM APPENDIX G]]

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

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

Date of last appraisal: _____ **Due date of this appraisal:** _____

The rating categories are:

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

1	2	3	PERFORMANCE FACTORS	COMMENTS ARE REQUIRED FOR EACH PERFORMANCE FACTOR. Attach additional sheets if necessary. Ratings of 1 must be addressed on the reverse side in "Performance Objectives."
			1. QUALITY OF WORK: Consider extent to which completed work is accurate, well organized, thorough, effective.	
			2. QUANTITY OF WORK: Consider the amount and timeliness of acceptable work produced.	
			3. WORKING RELATIONSHIPS: Consider extent to which the employee recognizes the needs and desires of other people, treats others with respect and courtesy. a. students b. co-workers c. the public d. supervisors	
			4. WORKING ATTITUDES: Consider extent to which the employee learns and applies new ideas and technology, demonstrates interest and initiative and accepts job responsibilities.	

		<p>5. ORGANIZATIONAL AND TEAM RELATIONSHIPS: Consider extent to which employee:</p> <ul style="list-style-type: none"> a. accepts constructive criticism and feedback; b. keeps supervisor and co-workers advised of problems, ideas or decisions; c. provides information and assistance to others. 	
		<p>6. WORK HABITS: Consider how the employee:</p> <ul style="list-style-type: none"> a. effectively organizes work. b. uses good judgment in analyzing work situations. c. follows policies and procedures. d. uses safe work procedures. e. uses and cares for equipment and materials. f. dresses appropriately for position, maintains neat and clean appearance. 	
		<p>7. ATTENDANCE: Consider unexcused absences; excessive absences (i.e., consistent use of credits as soon as they are earned); absences without sufficient notice; tardiness and pattern absences.</p>	

Plan of Assistance for NEXT REVIEW PERIOD

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

**Employee
Name:**

Classification/Position:

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

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

FOR FINAL PROBATIONARY REPORTS ONLY

I recommend the employee be granted permanent status

YES NO

Immediate Supervisor's
Signature: _____

Date: _____

Discussed with employee
on: _____

Date: _____

Employee's Signature: _____

Date: _____

I have participated in a discussion of this Performance Appraisal
and/or Plan of Assistance:

YES NO

I wish to discuss this with the Second Level Supervisor:

YES NO

Employee Comments:

Second Level Supervisor's
Signature: _____

Date: _____

HR Director's Signature: _____

Date: _____

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

APPENDIX H: DEFINITIONS OF CONTRACT TERMS

28.1.1 Accrued	Already earned; refers to the ability of an employee to accumulate paid time off.
Accumulate	To become greater in quantity or number.
Agreement	When capitalized, equals contract between CSEA and HCC.
Anniversary date	One year from the date first hired as a regular classified service employee regardless of classification in which hired (and each year from that date thereafter) or, as specified in this language, one year from the date of promotion and each year from that date thereafter.
Article	Major subdivision of this Agreement (contract) consisting of sections and subsections.
Bumping rights	Right to displace a less senior employee in a layoff; means the displacement of a junior worker by a senior worker to avoid the layoff of the senior worker.
Cause	A ground for legal disciplinary action as contained in Disciplinary Action Article.
Class	Classification
Classification	Positions which are sufficiently alike in duties, responsibilities, required skills, and education. Positions in a class bear the same job title and salary range. A classification may contain a single position, or the act of placing a position in a classification according to its duties, educational and skill requirements, and authority. Also the position once it is placed in a class.
Classified employee	For the purpose of this Agreement, any classified service employee performing all or part of the duties of the classifications specified in Appendix H or any new classification(s) added to Appendix H except substitutes in those positions.
Compensatory time (in lieu time)	Paid release time from work taken in lieu of cash payment for overtime/extra time worked.
Date of hire	Date first employed as a classified service employee with the District.
Day	Timelines in the Agreement are computed by excluding the first day, and including the last, unless the last day is a holiday, and then that day is to be excluded. The word “day” in this Agreement is as it is defined in the Article in which it appears or to which it relates. If undefined in any Article, “day” shall mean calendar day.
Disciplinary action	Any action whereby an employee is dismissed, suspended, or demoted.
Discriminate	Illegally treat differently than other employees in similar circumstances and/or illegally treat in such a way as to harm.

Donor	One who donates sick leave.
Extra time	Time worked in excess of regular assigned hours for which regular (straight time) salary is paid (not over-time).
Fiscal year	July 1 through June 30.
Formal	In writing (typed, written, or printed).
Immediate Family	The definition included in Bereavement Leave shall serve for the entire Agreement.
Immediate Supervisor	The supervisor or manager to whom an employee directly reports; evaluator
In lieu time	Compensatory time; leave given to compensate an employee for additional hours worked. Time off in lieu is often given instead of a payment for overtime.
Incompetent	Inadequate; lacking the qualities needed for effective action.
Inefficiency	Not producing the effect intended; wasteful of time/energy.
Informal	Not reduced to written form (typed, written, or printed).
Initial probationary period	Nine month period, immediately following the date of hire in classified service.
Job description (Job duty statement)	A written statement of duties, responsibility level, degree of supervision and qualifications required (education, experience skills, etc.) of a classification.
Lateral move	A movement to a different classification at the same salary range.
Lay-off	Change in employment status from employed to unemployed while maintaining re-employment and other specified rights (see Lay-off Article).
Management employee	Any District employee legally designated “Management” by the Hartnell College Governing Board.
Minimum qualifications	Education skills, experience, license requirements and other qualifying factor required for any given classification as stated in the job description.
Paid status	Receiving pay for work performed or during approved leave time.
PERB	Public Employment Relations Board. The governing board over collective bargaining pursuant to the Educational Employees Relations Act (EERA).
Permanent Employee	Classified service employee who has completed his/her initial probationary period as defined in probation.
Promotion	A permanent movement to a classification at a higher or equal range.
Pro-rata	To divide, distribute, or assess proportionately.
Probation	Nine month period of initial assessment during which an employee may be dismissed without notification of cause or right to hearing (initial probation).
Probationary employee	Employee serving an initial probationary period.

Promotional Probation	Six-month period of probation following a promotion during which an employee may be returned, voluntarily or involuntarily, to a previous position (demoted) without right to a hearing.
Promotional probationary employee	Employee serving 6 month probationary period following a promotion.
Range	The pay level on the salary schedule to which a classification is assigned.
Recipient	One who receives.
Regular employee	Classified service employee, whether in probationary or permanent status.
School year	The school year (academic year) begins on July 1 and ends on June 30.
Section	Subdivision of an Article relating to the same subject matter as the Article itself.
Shall and will	Both mandatory terms. One equals the other.
Short term employee	Any person who is employed to perform a service for the District, upon the completion of which, the service or similar services will not be extended or needed on a continuing basis. A person employed in a position in excess of 195 days is a classified service employee and is not a short term employee.
Subsection	Subdivision of a section.
Substitute	A non-classified service employee performing the duties of a classified service employee in his/her absence or a non-classified service employee employed to fill a vacant position during the hiring process for the position. Employment of a substitute in the latter circumstance shall not exceed 60 days.
Supervisory employee	Any District employee designated supervisory by the Hartnell College Governing Board.
Transfer	A movement to a like position (same job classification, hours/workdays).
Vested	Having the character or given the rights of absolute ownership.
Workday	Day when employee is normally required to work.
Work-year	The total days an employee is in paid status between the beginning and ending dates of employee's assignment.