



Agreement with the California School Employees Association

**July 1, 2011 through
June 30, 2014**

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SECTION NINE

CLASSIFIED STAFF CONTRACT

ARTICLE 9A--RECOGNITION

- 9A1** The District hereby acknowledges that the California School Employees Association (CSEA) is the exclusive bargaining representative for those position classifications listed in Appendix "A" in accordance with the Public Employment Relations Board (PERB) Decision to create the bargaining units used to create said Appendix and the PERB Decision that modified the bargaining unit effective October 1, 2006 to include the Teacher classifications (3) of the Child Development Center. The District will notify CSEA of all new position classifications that are not declared to be management, supervisory or confidential. *(Revised February 13, 2008)*
- 9A2** CSEA, in turn, recognizes the Board of Trustees as the duly elected representative of the people and agrees to negotiate exclusively with the agents of the Board in accordance with provisions of the Educational Employment Relations Act (EERA). CSEA further agrees that it, its members and agents shall not attempt to negotiate privately or individually with any Board member or manager. *(Revised February 13, 2008)*
- 9A3** All bargaining unit employees new to the Kern Community College District will be given employee packets at the time of hiring. The packets will be handed out by the Human Resources Department at each respective campus and the District Office. The packets will include California School Employees Association information and applications.
- 9A4** Newly hired classified employees shall receive a benefits orientation. Such orientation shall be conducted within forty-five (45) days of the employee being hired. *(Added November 20, 1997)*

ARTICLE 9B--ORGANIZATIONAL SECURITY

- 9B1** CSEA shall have the sole and exclusive right to have classified membership dues deducted for employees in the bargaining unit by the District.
- 9B2** The District shall deduct in uniform amounts dues from the wages of all CSEA members who have submitted signed dues authorization forms to the District.
- 9B3** A classified employee within the bargaining unit who is a member of CSEA on the date of Agreement of this Contract or an employee who joins subsequently must retain membership in CSEA for the duration of this Contract. The District shall notify CSEA if any member revokes a dues authorization.
- 9B4** Membership in CSEA is optional for bargaining unit employees who are not members of CSEA on the effective date of this Contract.

ARTICLE 9C--PERSONNEL FILES

- 9C1** Official classified personnel files shall be retained in the District Office. No derogatory material which might adversely affect an employee's employment with the District will be placed in his/her official personnel file without his/her prior knowledge. *(Revised June 16, 1994)*
- 9C2** Upon written request, an employee, or any person authorized by the employee, shall have the right to review his/her official personnel file, with the exception of material that includes ratings, reports or records which were obtained prior to employment.
- 9C3** Upon written request, an employee, or any person authorized by the employee, shall have the right to receive two (2) copies of any material in his/her official personnel file with the exception of material that includes ratings, reports or records which were obtained prior to employment.
- 9C3A** After employment, such pre-employment materials will not be used on any personnel action adversely affecting an employee except as evidence of falsification of application materials.

- 9C4** Any employee, who receives derogatory material which is intended to be placed in the employee's personnel file, will have ten (10) working days upon receipt to review and respond to it in writing before it is placed in the employee's personnel file. The review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction. The written response shall be written and attached to the derogatory material and placed in the official personnel file. *(Revised June 16, 1994)*
- 9C5** Within the ten (10) working days referred to in **9C4**, above, an employee and/or person authorized by the employee may request in writing a meeting with the College Human Resources Manager or Vice Chancellor, Human Resources Services, to discuss matters of factual dispute in regard to the derogatory material. *(Revised June 21, 2000)*
- 9C6** When an employee's official personnel file is reviewed in connection with promotion, derogatory material, other than that contained in evaluations, that has been in the file for more than two (2) years will be sealed prior to the reviewer's examination of the file. *(Revised June 16, 1994)*

ARTICLE 9D--ORGANIZATIONAL RIGHTS

- 9D1** Neither the District nor CSEA shall impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their rights guaranteed by this Agreement.
- 9D2** Classified employees have the right to be represented by CSEA in meetings with District management that affect their hours, wages, and working conditions." This includes grievance meetings, formal and informal, and meetings that could reasonably lead to discipline, including evaluations indicating that the employee's overall performance is less than satisfactory. *(Revised February 13, 2008)*
- 9D3** CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement.
- 9D3A** CSEA's right of access to employees shall be limited to the lunch and official breaks and before and after work hours. For matters involving grievances and/or contract administration, CSEA shall have access to employees during working hours at a time mutually agreed upon by CSEA and the immediate supervisor.

- 9D3B** Facilities for CSEA will be provided which shall include the use of College/District e-mail, website and/or web page access, voicemail, mail boxes, bulletin boards, meeting rooms, office space, and video conference systems and facilities consistent with and subject to current District and College usage policies. Telephone service, and to the extent available, duplicating service will be provided at the expense of CSEA. Facilities, equipment and personnel costs beyond normal college operations shall be charged to CSEA. *(Revised June 2, 2004)*
- 9D3C** The right to use without charge institutional facilities and buildings at reasonable times.
- 9D3D** Upon request, CSEA shall be supplied with a complete *hire-date* seniority roster of all bargaining unit employees. *(Revised June 16, 1994)*
- 9D3E** Upon request, the District agrees to furnish CSEA a copy of District, County and State reports that are a matter of public records as required by law. *(Revised June 16, 1994)*
- 9D3F** The immediate supervisors shall grant reasonable released time to CSEA Chapter president(s) or designee(s) for contract administration and preparation related sessions. At times and costs mutually agreed upon by management and CSEA, four (4) additional Chapter officers designated by CSEA shall be granted released time for contract administration, travel (mileage reimbursement only), preparations, and other tasks as related to his/her CSEA position. Each CSEA Chapter shall provide the District with the names of its officers, including job representative. *(Revised June 2, 2004)*
- 9D3G** With a format and at times mutually agreed upon by the College Presidents or designee and CSEA, orientation sessions on this Agreement for bargaining unit employees may be held during regular working hours.
- 9D3H** Notwithstanding any other provision of law, when a classified staff representative is to serve on a College or District task force, committee, or other governance group, the exclusive representative of classified employees of that College or District shall appoint the representative for the respective bargaining unit members (Ed Code 70901.2a). *(Added June 2, 2004)*

9D3H1 Approval of the immediate supervisor must be obtained before a bargaining unit member may serve on a college or District committee (excludes negotiation and District Fringe Benefit committees). An employee may appeal the decision of the supervisor to the College president, or if a District employee, to the Assistant Chancellor, Human Resources Services. *(Revised November 20, 1997)*

9D3I Within thirty (30) days after the ratification of this Contract, the District shall print or duplicate and provide without charge a copy of this Contract to every employee in the bargaining unit. Every new member of the bargaining unit shall be provided with a copy of this Agreement by the District without charge at the time of employment. Each employee in the bargaining unit shall be provided by the District without charge with a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement. A reasonable number of additional copies will be provided to members upon request without charge. These copies shall also be made available on the District website. *(Revised June 2, 2004)*

9D3J One CSEA representative from each chapter shall be allowed release time to attend District Board of Trustees meetings. All hours spent as the CSEA appointed representative as specified above shall be hours in paid status if the representative would otherwise have been in paid status. Overtime or compensatory time shall not be applicable. *(Revised June 2, 2004)*

ARTICLE 9E—MANAGEMENT RIGHTS

(Added June 2, 2004)

9E1 As provided by California Education Code, Section 70902, it is understood and agreed that the District, as administered by the publicly elected Board of Trustees, in meeting its legal and fiduciary responsibilities to the community, and in providing educational and training opportunities and services for students, retains its authority to direct, manage, and control the operations of the District. More specifically, the Board of Trustees, and its designees, retain the right to hire, classify, assign, evaluate, promote, terminate, discipline, and direct the work of its employees consistent with the terms of this Agreement and applicable law.

ARTICLE 9F--RELEASED TIME FOR NEGOTIATIONS

9F1 Released Time for Negotiations

9F1A A maximum of seven Classified Employees in the bargaining unit is allowed for representation for negotiations. Each CSEA Chapter should be represented in negotiations. *(Revised February 13, 2008)*

9F1B For purposes of scheduled negotiation meetings with District Human Resources, members of the Classified Negotiating Team will receive released time for hours of work actually missed. All hours spent for negotiations including travel time will be considered as hours in paid status. However, overtime or compensatory time shall not be applicable. One (1) hour caucus time prior to each negotiating session will be provided the negotiating team of CSEA. *(Revised November 20, 1997)*

9F1C Released time will include reasonable travel time to negotiate with District management. Maximum time allowed for travel to the District office will be based on the District mileage chart. *(Revised June 2, 2004)*

9F2 Negotiating sessions including travel time will normally be held during regular working hours of classified employees, but may extend beyond the normal work day based upon scheduling by the parties. *(Revised February 13, 2008)*

9F3 Use of District car or payment of mileage will not be allowed the employee when the purpose of travel is to attend negotiating sessions; however, if a District vehicle is going to negotiations, CSEA negotiators may travel in the District vehicle.

9F4 Released time shall be granted for elected CSEA representatives from the bargaining unit to attend the annual Conference of CSEA. Names of those attending will be submitted in writing to the employee's supervisor and the District along with the dates of the CSEA Conference thirty (30) days prior to the beginning date of the Conference.

9F5 Each chapter will have a Negotiations Committee and committee members who will receive two (2) hours of release time for the purpose of joint chapter meetings to develop a proposal for opening contract negotiations. *(Added June 2, 2004)*

ARTICLE 9G--CLASSIFIED COMPENSATION

9G1 The 2008-2009 salary schedule for all ranges and positions is attached in Appendix “B” and incorporated by a reference herein. If the wage/class study (referenced in Section 9M6A3) is not implemented in the 2012-2013 fiscal year, and in the event of a funded State COLA that year, CSEA retains the right to reopen negotiations on the subject of salaries. Also, in the event of a funded State COLA in the 2013-2014 fiscal year, CSEA retains the right to reopen negotiations on the subject of salaries.

9G2 **Hours** (*Revised November 10, 2011*)

9G2A Full-time positions and salaries are based on a forty-hour (40-hour) workweek and an eight-hour (8-hour) workday (*Ed Code section 88026*). An annual calendar will be developed for each site and in agreement with CSEA. Calendar development will normally coincide with the development of the academic calendar. Schedule configurations may include workdays that are contiguous through the workweek and include a workweek of:

- Four (4) nine-hour (9-hour) days and one (1) four-hour (4-hour) day;
- Four (4) ten-hour (10-hour) days;
- Other configurations could be developed in agreement with CSEA.

Holidays will be taken on a “day-is-a-day” basis with daily and weekly work schedules remaining consistent with the standard site schedule configuration. Employee work schedules will not be adjusted to accommodate recognized paid holidays. If an employee has a work schedule that prevents receiving the benefit of a paid holiday the employee will receive within ten (10) working days before or after the actual holiday an *in-lieu* holiday to be scheduled with the mutual agreement of the employee and their immediate supervisor. It is not the intent of this language to deny employees *in-lieu* holidays.

9G2A1 Beginning July 1, 2012, the District will modify the operational calendar by one (1) working weeks to be applied as follows (*Revised November 10, 2011*):

- The District will maintain the time between Christmas and New Year's Day as a closure (ie., District will close operations from the last working day preceding Christmas and will reopen for operation on the next working day following the recognized New Year's Day holiday); in recognition of the Association's agreement to this change, District will provide two (2) additional floating holidays. [Section 9J4 has been amended to incorporate these changes]
- This provision will not reduce employee compensation, nor cause the use of accrued vacation or compensatory time.
- Christmas Day, Christmas Recess, and New Year's Day holidays will remain as paid holidays.

9G2B The length of the workday shall be designated by the District for each classified assignment. Each classified employee shall be assigned a fixed regular working schedule to include starting and ending time and days. The District may establish the workday and workweek schedules of classified employees with the agreement of CSEA (*Ed Code section 88040(a)(1)*). Work hours shall be scheduled by the supervisor based on the department's needs. The supervisor will meet the needs of the department in the following manner (*Revised June 2, 2004*):

- By soliciting volunteer(s) among those employees in the department with the appropriate level of skills and abilities, or
- If the needs of the department are not met by soliciting volunteer(s), the supervisor will make the assignment in ascending order of hire-date seniority, except when it is determined that it is necessary to appoint a specific employee to the assignment based on that employee's job classification, specialized skills, or abilities.

The supervisor will discuss the change with the employee thirty (30) days prior to a permanent change in the employee's regular shift. Grievances filed under this section shall begin at Level II.

9G2C Each supervisor shall require all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of 15 minutes rest time per 4 hours or major fraction thereof.

Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages. Rest periods will not be used to reduce the employee's workday or to extend the meal break. *(Revised February 11, 2010)*

9G2D All employees employed for more than five (5) hours per day shall be entitled to an uninterrupted lunch period. The length of time for such lunch period shall be for a period of no longer than one (1) hour nor less than one-half ($\frac{1}{2}$) hour and insofar as practicable shall be scheduled for employees at or about the midpoint of each work shift.

9G2D1 Certain positions may be exempted from **9G2D** as designated by the District Human Resources Office after consultation with CSEA. *(Revised June 2, 2004)*

9G2E Rest periods and lunch periods shall not be used to change an employee's shift.

9G2F All standby time shall be considered as regular hours worked and shall be compensated at the appropriate rate of pay.

9G2G Any employee in the bargaining unit who works an average of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period. This provision shall not be applicable when an employee is granted a temporary increase in hours of assignment to substitute for a portion or all of another bargaining unit employee absent for sick leave and/or vacation purposes. *(Revised February 11, 2010)*

9G2H When additional hours are regularly assigned to a part-time position, the assignment shall be offered to the employee in the appropriate classification and job assignment with the greatest hire-date seniority. If the senior employee declines the assignment, it shall be offered to the remaining employees in the classification and job assignment in descending order of the hire-date seniority until the assignment is made.

9G2I Any employee called to work after completion of his/her regular assignment or on an unscheduled work day shall be compensated for at least two (2) hours of work at the appropriate rate, irrespective of the actual time that is required to be worked.

9G2J Any employee called in to work on the sixth (6th) or seventh (7th) consecutive day shall be compensated for a minimum of three (3) hours of work at the appropriate rate of pay under this Agreement.

9G2K Shift Differential

9G2K1 Any bargaining unit employee whose regularly assigned work shift ends after 9:00 p.m. and before 9:00 a.m. or includes a split shift for at least two (2) days per week [a minimum of three (3) non-work hours] shall be paid a shift differential premium of five percent (5%). This premium shall be above the regular rate of pay for all hours worked. An employee who requests a temporary shift change to accommodate an educational or personal situation shall not be eligible for the differential premium.

9G2K2 Any employee who received a shift differential premium on the basis of his/her shift shall suffer no reduction in pay, including differential, when assigned to a shift not referred to in **9G2K** for thirty (30) consecutive calendar days or less. *(Revised June 2, 2004)*

9G2K3 An employee shall be paid a shift differential premium if assigned to a shift referred to in **9G2K1** for more than fifteen (15) consecutive calendar days. At the end of the fifteen (15) days, the shift differential premium would be retroactive to the first

day worked. *(Revised June 2, 2004)*

9G2K4 The five percent (5%) shift differential provided in **9G2K1** shall be included as a part of the regular pay for the purposes of computing overtime. *(Revised June 2, 2004)*

9G2L Within thirty (30) days after classes begin each semester, all food service employees will be notified of the dates food services are to operate for the semester and level of service on those dates. These dates and the level of services may be changed after consultation with CSEA.

9G3 **Overtime** *(Revised February 11, 2010)*

9G3A For all employees having a workday for four (4) or more hours but fewer than seven (7) hours, the workweek shall consist of no more than five (5) consecutive working days. Work required to be performed on the sixth (6th) or seventh (7th) day shall be considered overtime.

9G3B All hours worked in excess of eight (8) hours on the sixth (6th) and seventh (7th) consecutive day shall be compensated at the rate of time and one-half (1½) of regular rate in addition to the regular rate of pay. (Total compensation equals two and one-half (2½) times the employee's regular rate of pay.)

9G3C For all employees having a workday less than four (4) hours, work required to be performed on the seventh (7th) day shall be considered overtime.

9G3D Overtime may be compensated by time off or extra payment as mutually agreed by the employee and immediate supervisor. The method of compensation will be reduced to writing if requested by the employee. All overtime and methods of compensation must be approved in advance by the supervising administrator of the department. *(Revised February 11, 2010)*

9G3D1 Opportunities for overtime assignments shall be rotated equitably within the affected job classification, department, and campus. *(Revised February 11, 2010)*

9G3D2 Rotation may be restricted to those with the particular expertise to complete the required work. The term, *particular expertise*, shall not be used to exclude **qualified** employees from within the affected classification overtime opportunities. *(Revised February 11, 2010)*

9G3E An employee may decline a request for overtime except where the work is necessary in the interest of the employer's operation. Except in unusual circumstances, two weeks notice will be provided for scheduled mandatory overtime.

9G3E1 Where more than one (1) employee is qualified and available on site to perform the work, the least senior employee with the particular expertise to complete the required work who declined the work shall be assigned.

9G3F For the purpose of computing the number of hours worked to determine overtime, all time during which an employee is in paid status shall be construed as hours worked.

9G3G Compensatory time may be accumulated to a limit of forty (40) hours.

9G3H Compensatory time off shall be taken as soon as possible and within eleven (11) calendar months following the month in which overtime was worked. If the compensatory time has not been taken within eleven (11) months of the date on which it was earned, the District shall pay the employee in cash for all such time at the appropriate overtime rate based on the employee's current rate of pay.

9G4 **Pay and Allowances** *(Revised February 11, 2010)*

9G4A All new employees become eligible for a salary increase at the beginning of the thirteenth (13th) calendar month following date of hire. The employee is eligible for a second increase one (1) year later and each succeeding year thereafter until reaching

Step E. *(Revised June 21, 2000)*

9G4B All employees shall be paid for all regularly scheduled working hours on the last working day of each month.

9G4B1 For purposes of salary deductions for unpaid absences during a month, a standard month of 21.6667 days shall be used.

9G4B2 Flexible Limited Benefit Employees who are not scheduled to work, shall be paid one (1) hour of base pay per week for those weeks during the employee's beginning and ending dates. The employee's supervisor shall submit a monthly time report to pay eligible employees.

9G4C **Compensation for an Employee Working Out of Classification is as follows:**

9G4C1 Classified employees shall not be required to perform duties which are not fixed and prescribed for the position by the governing board in accordance with Education Code Section 88010, unless the duties reasonably relate to those fixed for the position by the board, for any period of time which exceeds five (5) working days within a fifteen (15) calendar-day period except as authorized herein. (Refer to **9G4C3**)
(Revised June 2, 2004)

9G4C2 An employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than five (5) working days provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties.

9G4C3 Where an employee has been required to work out of classification, the employee must file a claim no later than fifteen (15) working days following the sixth (6th) working day of out of classification work to

maintain any standing for reclassification. (Refer to **9G4C1**) *(Revised June 2, 2004)*

9G4C4 After consultation with the employee and/or representative, the Chancellor or designee may provide for an upward salary adjustment for any classified employee required to work out of classification on a regular basis for more than thirty (30) days in a fiscal year.

9G4C5 An employee who is compensated for working out of classification shall be placed on the same step in the higher range as his/her current step.

9G4D **Payroll Errors**

9G4D1 Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected not later than five working days after the employee provides notice to the District Human Resources/Payroll Department through the College Human Resources office. *(Revised February 11, 2010)*

9G4D2 Any payroll error resulting in overpayment for an employee in the bargaining unit shall be corrected at the first available payroll period unless otherwise agreed upon by the employee and the District.

9G4E Any payroll adjustment due an employee in the bargaining unit as a result of working out of class, re-computation of hours, or reasons other than procedural shall be made the next regular payroll for the employee following submittal of required notice to the District Human Resources/Payroll Department through the College Human Resources office. *(Revised February 11, 2010)*

9G5 **Conference/Travel Reimbursement**

9G5A Any employee in the bargaining unit who, as a result of a work assignment, must be away from home overnight shall be reimbursed by the District for actual and necessary expenses in

accordance with District procedures.

9G5B Any employee in the bargaining unit required to use his/her vehicle on District business shall be reimbursed at the District adopted rate per mile for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business. This amount shall be payable in a separate warrant drawn against District funds.

9G5C A member of the bargaining unit who is required in writing by the College President or designee to attend specifically scheduled retraining sessions (including conferences) shall receive compensation as follows:

9G5C1 When these training sessions occur during the employee's regularly assigned working hours, the employee shall be paid at his/her regular rate of pay and shall receive all benefits to which he/she is entitled.

9G5C2 When these training sessions occur outside of regularly assigned working hours, the employee shall be compensated at the appropriate overtime rate.

9G5C3 Compensation shall not include time spent beyond travel and conference/workshop attendance, i.e., social, rest, and dining periods.

9G6 **Payroll Deductions** *(Revised February 11, 2010)*

9G6A Mandatory payroll deductions are made for withholding tax, Social Security and retirement.

9G6A1 Withholding tax deductions are made from the date employed.

9G6A2 Bargaining Unit employees who works 20 or more

hours each week, or 1,000 or more hours per fiscal year, are required to become a member of the Public Employees Retirement System (PERS) in accordance with PERS regulations. Once an employee becomes a PERS member, the employee continues to be a member while employed regardless of the number of hours worked. The amount of the PERS contribution for bargaining unit members is established by PERS. *(Revised February 11, 2010)*

9G6A3 Social Security coverage becomes effective on the same date the employee becomes a member of the Public Employee's Retirement System.

9G6A4 As allowed by statute, the District shall implement the Internal Revenue Service ruling relating to tax treatment of the retirement contributions to the Public Employee's Retirement System where retirement contribution from any eligible employee's salary will be deducted before federal and state taxes are withheld.

9G6B Subject to the net earnings after the deductions in **9G6A**, in order of payment, voluntary payroll deductions will be made for *(Revised June 2, 2004)*:

9G6B1 The provision of Public Law 87-370, United States Internal Revenue Code Section 403(b), and the California Revenue and Taxation Code 17512 which allows the employee to accept a salary reduction for the purpose of purchasing a tax sheltered annuity.

9G6B2 Dues for the exclusive representative

9G6B3 The insurance companies which are on a District-approved list

9G6B4 Loans and share accounts with District-approved banking institutions. *(Revised February 11, 2010)*

9G6C Part-time employees who are regularly employed twenty (20) or more hours each week and are contributing to retirement and Social Security qualify for all payroll deductions listed for full-time classified employees.

9G7 Longevity Increment

- 9G7A** After ten (10) and fifteen (15) years of continuous employment, classified service employees shall receive an additional five percent (5%) Longevity Increment. Longevity Increments are given on the first (1st) of the month following ten (10) and fifteen (15) complete years of service.
- 9G7B** After nineteen (19) years of accrued/accumulated service to the District, classified service employees will receive an additional five percent (5%) longevity increment. Longevity increments are given on the first (1st) of the month following nineteen (19) years of accrued service. *(Revised June 21, 2000)*
- 9G7C** After twenty-five (25) years of accrued/accumulated service to the District, classified service employees will receive an additional three percent (3%) longevity increment. Longevity increments are given on the first (1st) of the month following twenty-five (25) years of accrued service. *(Revised June 21, 2000)*
- 9G7D** After thirty (30) years of accrued/accumulated service to the District, classified service employees will receive a one-time honorarium of two thousand, five hundred dollars (\$2,500). *(Added June 2, 2004)*
- 9G7E** An employee who submits to the College President or District Chancellor by November 30 a letter of resignation for the purpose of retirement to be effective by the end of the academic year shall be compensated two thousand dollars (\$2,000). *(Added June 2, 2004)*

9G8 Employee Expenses and Materials

- 9G8A** The District, shall pay the full cost of the purchase, lease, rental, cleaning and maintenance for uniforms, identification badges, emblems and cards that are required to be worn by bargaining unit employees.
- 9G8B** The District agrees to provide all tools, equipment, and supplies necessary to bargaining unit employees for the performance of employment duties.

9G8C The District shall fully compensate all bargaining unit employees for documented loss or damage to personal tools required to be used on the job by the District in the course of employment. A secure place will be provided for personal belongings not worn while on duty.

9G8D The District agrees to furnish equipment or gear that is required to ensure the safety of the employee or others.

9G8E The District confirms that Government Code Sections 825 et. seq., require the District to provide for defense and indemnification of any employee named as a defendant in a claim or lawsuit alleging tortuous conduct during the course and scope of District employment.

9G8F Approved absences may be granted classified employees with full pay to attend conferences. Normal expenses shall be paid according to District adopted policies.

9G9 Professional Development Program

9G9A Permanent Classified service staff members may enroll in a Professional Development Program which benefits the employees and the District.

9G9B Declaration of Plan/Program Completion forms shall be submitted to the appropriate classified Professional Development Committee prior to the commencement of the first (1st) day of the course. The committee may approve or deny the request and shall forward notice of its action to the employee within five (5) days of such action. Four (4) committees will be established; one (1) at each college campus and one (1) at the District Office.

9G9C Upon the completion of the requirements of the Professional Development Program, employees employed for twenty (20) or more hours per regular work week shall be compensated with a one thousand, two hundred dollars (\$1,200) one-time payment for fifteen (15) semester units of work. Employees employed for nineteen (19) or less hours per regular workweek (Limited Benefit Employees) shall be compensated with a one thousand dollars (\$1,000) one-time payment for fifteen (15) semester units of work.

9G9D A classified employee during the years of employment may earn a maximum of four (4) one thousand, two hundred dollars (\$1,200) or four (4) one thousand dollars (\$1,000) awards.
(Revised June 2, 2004)

9G9E To be eligible for compensation, the employee must complete fifteen (15) semester units of approved collegiate course work or seminars, workshops, or clinics granting a certificate of completion with unit value equated at eighteen (18) hours of instruction per unit.

9G9E1 Payments will not be awarded for any activity for which released time from duties has been granted or for in-service training conducted during working hours.

9G9E2 Auditing of courses, credit for work experiences, internships, or credit by examination shall not be permitted under this program.

9G9E3 A grade of "C" or better must be attained in graded courses taken for professional development.

9G9E4 Professional development payment will be identified on, and become a permanent part of the classified employee's records.

9G9E5 Application for credit, securing transcripts, or other verification of course work will be the responsibility of the employee.

9G9E6 Compensation shall be made within thirty (30) days following completion of eligibility requirements and submission of appropriate paperwork to the Classified Human Resources Office by the employee.

9G10 Retraining Program

9G10A All permanent employees are eligible to participate in the District retraining program. The purpose of this program is to develop employee skills as required for his/her current or anticipated job assignment.

9G10B A retraining program must be approved by the employee's immediate supervisor, the College President or designee, the Chancellor or designee, and the Board of Trustees.

9G10C The District will compensate employees for authorized, documented costs incurred for approved programs, such as the expense of tuition, fees, books and materials, and transportation. Released time will be granted if approved as part of the program.

9G10D Course work taken for an approved retraining program shall not be part of a professional development program.

9G11 Staff Development Funds

9G11A Bargaining unit members shall be allowed to participate in projects to be funded from AB 1725 staff development funds carried over from prior years until such funds are exhausted. Upon exhaustion of such funds this program will cease, provided however if the State restores funding to the program, the District will restore the program, including the staff development advisory committee set forth in the 2009-11 Agreement. *(Revised November 10, 2011)*

9G12 Wellness Program *(Added June 2, 2004)*

9G12ACSEA proposes that the District and CSEA establish proactive procedures, utilizing existing facilities, to promote the health of the bargaining unit, in an effort to manage health care costs.

9G12BApproval shall be given for full-time classified staff to participate in the Shape-Up/Wellness Program (including gymnasium, weight room, aquatic center, and walking).

9G12B1The program allows for a maximum of one-half (1/2) hour for four-days-per-week staff time to be given for classified staff. The supervisor must approve the schedule. *(Effective Spring 2012)*

ARTICLE 9H--FRINGE BENEFITS

9H1 Eligibility *(Revised November 10, 2011)*

9H1A All employees in the bargaining unit hired prior to August 19, 1991 who work at least twenty (20) hours per week on a regularly assigned basis shall be covered under the benefit programs provided in **Article 9H2**.

Employees shall be enrolled in insurance programs on the first of the month following fulfillment of eligibility requirements.
(Revised June 2, 2004)

9H1B Those employees initially employed for twenty (20) or more hours per regular workweek or who are promoted to an assignment of twenty (20) or more hours per regular workweek after August 19, 1991, shall be entitled to a prorated benefit contribution from the District. The proration shall be based upon the employee's weekly number of work hours as they relate to forty (40) hours.

9H1B1 Those employees whose hours of work fluctuate throughout the year may be eligible for prorated benefits. The number of hours in a year for a full-time employee is two thousand, eighty (2,080). Since other employees must work twenty (20) hours or more per week [fifty percent (50%) of a week] to be eligible for prorated benefits, those employees whose weekly number of assigned hours fluctuate will have his/her annual number of work hours compared to two thousand, eighty (2,080). If the assigned hours for the year are one thousand, forty (1,040) [fifty percent (50%) of 2,080] or greater, the employee will be eligible for prorated benefits.

9H1B2 Each employee who chooses to participate in the District Medical, Dental, Vision, and Life Insurance programs shall authorize the District to make the required premium deductions from his/her monthly payroll warrant. Each employee shall make his/her election to participate during the first (1st) month of his/her employment. There will be no in-lieu benefits or compensation provided to any employee.

9H1B3 Employees meeting eligibility for benefits under **9H1B**, who voluntarily reduce their working hours below forty (40) hours per week and elect to continue their fringe benefits shall be required to make prorated contributions. *(Revised June 2, 2004)*

9H1C Any active employee who became eligible for coverage under this Agreement before July 1, 1987 shall be deemed to have met the eligibility requirement and will continue to receive coverage.

9H1D Employees hired on or after July 1, 1987 must maintain eligibility to continue the benefit. Those who remain working but have their hours involuntarily reduced below twenty (20) hours by reason of layoff shall be retained on benefits until there is a refusal of a position in excess of nineteen (19) hours.

9H1D1 Eligibility for coverage terminates if an employee voluntarily requests a reduction in hours which decreases the employee's hours below twenty (20) hours per week.

9H1E All bargaining unit employees shall be granted one (1) annual staff parking permit without charge. Each chapter shall receive one (1) additional, discretionary staff parking permit without charge. *(Revised June 21, 2000)*

9H2 Health and Welfare Benefits *(Revised November 10, 2011)*

9H2A The District Health and Welfare Benefits Program shall consist of the plans and coverage summarized in this provision. The parties agree that insurance coverage may be modified by negotiations as a means to maintain acceptable premium costs. *(Revised February 11, 2010)*

- A Blue Cross health plan, Prudent Buyer Option 1, \$200/\$400 deductible, administered by Self-Insured Schools of California (SISC) which includes a Prudent Buyer Hospital Plan and Professional Plan, as modified by the following plan adjustment (effective February 1, 2012)

or as soon thereafter as is practical):

1) Emergency room co-pays (\$50);

- A dental plan (Delta Incentive or Delta Preferred Option) administered by SISC or for the Pacific Union Dental Plan.
- For the unit member only, a fifty thousand dollar (\$50,000) term life insurance plan. The employee has an option of additional coverage at his/her expense within the limits of the plan. *(Revised January 26, 2006)*
- A behavioral health plan administered by SISC, which covers mental, nervous and substance disorders, and includes an employee assistance program. *(Revised January 26, 2006)*
- A vision plan administered by SISC. *(Added June 2, 2004)*

9H2B The District will pay up to \$1158.50/month for: medical, dental, and vision insurance premiums for the employee and eligible dependents and the premium for the life insurance plan for the employee only. In addition, the District will pay the premium for a long-term disability plan for the employee. A unit member is eligible for the long-term disability plan after serving the District for three years. *(Revised November 10, 2011)*

Effective October 2012, the District's maximum contribution will be increased by the lesser of the following;

- 1) The annual SISC recommendation of premiums for the medical insurance; or
- 2) The higher of the following two factors:
 - a) The percentage increase to the CPI (U.S. Cities Average) for the 12 months ending July of the applicable year; or

- b) The percentage increase to the funded State COLA.

The same process will be used in October 2013 to determine the increase to the District's maximum contribution. Employees will be responsible for any excess premium costs. However, if there are medical reserves in excess of the actuarial recommended amount of 32.5% of prior year health claims, pharmacy rebates and ASO costs, such excess reserve will be used (on a District-wide basis) as a rate stabilization fund so that such excess reserves are scheduled to be used prior to any out-of-pocket contributions are required to be made by employees.

Prior to the imposition of any out-of-pocket contribution, and upon request of CSEA, the parties agree to negotiate potential plan modifications to avoid/reduce such out-of-pocket costs. *(Revised November 10, 2011)*

9H2C The following plans are available to the employee at his/her expense.

9H2C1 An Internal Revenue Code (IRC) Section 125 Flex Benefit Plan.

9H2D For the term of this Agreement, the District shall consult with the Association in the matter of the carrier and administration. There will be no change in the provider (carrier), plan design or benefits without notice to the Association and an opportunity to negotiate (if so requested). *(Revised November 10, 2011)*

9H2E No *in-lieu* payments or contributions to programs other than those which the District provides in this Article shall be made by the District for any employee who elects not to subscribe to the benefits provided by this Article.

9H2F Employees on District-approved unpaid leaves of absence shall have the option to continue District health and welfare coverage(s) for the period of the leaves upon reimbursement to the District for as long as the practice is allowed by the health and welfare benefit provider(s). Failure to make timely payment for two successive months shall cause the right to continuous coverage to cease.

9H2G Eligible employees shall have their health and welfare benefits

commence on the first day of the month following the first day of employment.

9H2H Employees who resign or are terminated from District employment shall be covered by the District's insurance programs to the end of the month in which the separation from employment takes place. *(Revised February 11, 2010)*

9H3 Health and Dental Plans for Retirees

9H3A Employees who retired under PERS between January 3, 1974 and June 30, 1983

9H3A1 Benefits to Age Sixty-five (65)

9H3A1A The District will provide health and dental plans for the employee and eligible dependent(s) under the following condition:

- The employee must have worked for the District for five (5) years immediately preceding retirement.

9H3A1B The surviving eligible dependent(s) of a retiree may continue the health and dental plans at his/her expense.

9H3A2 Benefits at Age Sixty-five (65) and Beyond

9H3A2A The District will provide a health plan for the employee and eligible dependent(s) under the following conditions:

- The employee must have worked for the District ten (10) years immediately preceding retirement.
- At age sixty-five (65), all retirees [and

their eligible dependent(s), if dependent coverage is taken] who are qualified through Social Security eligibility for Medicare Part A shall apply for and accept Medicare Part A.

- At age sixty-five (65), all retirees [and their eligible dependent(s), if dependent coverage is taken] must apply for and purchase Medicare Part B.

9H3A2B The surviving eligible dependent(s) may continue the health plan at his/her expense.

9H3B **Employees who retired under PERS between July 1, 1983 and June 30, 1988**

9H3B1 Benefits to Age Sixty-five (65)

9H3B1A The District will provide health and dental plans for the employee and eligible dependent(s) under the following conditions:

- The employee must have worked for the District five (5) years immediately preceding retirement.
- The District monthly contribution for the health and dental plans shall not exceed that for an active employee.

9H3B1B The surviving eligible dependent(s) of a retiree may continue the health and dental plans at his/her expense.

9H3B2 Benefits at Age Sixty-five (65) and Beyond

9H3B2A The District will provide a health plan

for the employee and eligible dependent(s) under the following conditions:

- The employee must have worked for the District ten (10) years immediately preceding retirement.
- The District monthly contribution for the health plans shall not exceed that for an active employee.
- At age sixty-five (65), all retirees [and their eligible dependent(s), if dependent coverage is taken] who are qualified through Social Security eligibility for Medicare Part A shall apply for and accept Medicare Part A.
- At age sixty-five (65), all retirees [and their eligible dependent(s), if dependent coverage is taken] must apply for and purchase Medicare Part B.

9H3B2B A surviving eligible dependent(s) of a retiree may continue the health plan at his/her expense.

9H3C **Employees of the District as of June 30, 1988 who are eligible to retire but will retire at a later date**

9H3C1 Eligible to retire means the employee could have received a retirement benefit through PERS as of June 30, 1988, but did not choose to do so.

9H3C2 **Benefits to Age Sixty-five (65)**

9H3C2A The District will provide health and dental plans for the employee and eligible dependent(s) under the following conditions:

- The employee must have worked for the District five (5) years immediately preceding retirement.
- The District monthly contribution for the health and dental plans shall not exceed that for an active employee.

9H3C2B The surviving eligible dependent(s) of a retiree may continue the health and dental plans at his/her expense.

9H3C3 Benefits at Age Sixty-five (65) and Beyond

9H3C3A The District will provide a health plan for the employee and eligible dependent(s) under the following conditions:

- The Employee must have worked for the District ten (10) years immediately preceding retirement.
- The District monthly contribution for the health plans shall not exceed that for an active employee.
- At age sixty-five (65), all retirees [and their eligible dependent(s), if dependent coverage is taken] who are qualified through Social Security eligibility for Medicare Part A shall apply for and accept Medicare Part A.
- At age sixty-five (65), all retirees [and their eligible dependent(s), if dependent coverage is taken] must apply for and purchase Medicare Part B.
- Medicare must provide primary coverage.

9H3C3B A surviving eligible dependent(s) of a retiree may continue the health plan at his/her expense.

9H3D **Employees of the District as of June 30, 1988 who are not eligible to retire as of that date**

9H3D1 Benefits to Age Sixty-five (65)

9H3D1A The District will provide health and dental plans for the employee and eligible dependent(s) under the following conditions:

- The employee must have worked for the District ten (10) years immediately preceding retirement.
- The District monthly contribution for the health and dental plans shall not exceed that for an active employee.

9H3D1B The surviving eligible dependent(s) of a retiree may continue the health and dental plans at his/her expense.

9H3D2 Benefits at Age Sixty-five (65) and Beyond

9H3D2A The District will provide a health plan for the employee and eligible dependent(s) under the following conditions:

- The employee must have worked for the District fifteen (15) years immediately preceding retirement.
- The District monthly contribution for the health plan shall not exceed that for an active employee.
- At age sixty-five (65), all retirees [and their eligible dependent(s), if

dependent coverage is taken] who are qualified through Social Security eligibility for Medicare Part A shall apply for and accept Medicare Part A.

- At age sixty-five (65), all retirees [and their eligible dependent(s), if dependent coverage is taken] must apply for and purchase Medicare Part B.
- Medicare must provide primary coverage.

9H3D2B A surviving eligible dependent(s) of a retiree may continue the health plan at his/her expense.

9H3E Employees of the District hired on July 1, 1988 or thereafter

9H3E1 Benefits to Age Sixty-five (65)

9H3E1A The District will provide health and dental plans for the employee, spouse, and to the extent required by law, eligible dependents, under the following conditions:

- The employee must have worked for the District fifteen (15) years immediately preceding retirement.
- The District monthly contribution shall not exceed the amount paid by the District on the employee's behalf during the last full fiscal year of service.
- Retirees who wish to maintain

coverage shall pay on a monthly basis the difference between the amount of the District contribution and the actual costs of the benefits.

9H3E1B A surviving spouse, and to the extent required by law, an eligible dependent, of a retiree may continue the health and dental plans at his/her expense.

9H3E2 Benefits at Age Sixty-five (65) and Beyond
(Revised May 29, 2001)

9H3E2A An employee may continue the health plan at his/her expense under the following conditions:

- The employee must have worked for the District fifteen (15) years immediately preceding retirement.
- At age sixty-five (65), all retirees (and their spouses, if dependent coverage is taken) who are qualified through Social Security eligibility for Medicare Part A shall apply for and accept Medicare Part A.
- At age sixty-five (65), all retirees (and their spouses, if dependent coverage is taken) must apply for and purchase Medicare Part B.
- Medicare must provide primary coverage.

9H3F Eligibility for benefits following retirement and unpaid leave of absence immediately preceding retirement specified in **Policies 9H3C2A, 9H3C3A, 9H3D1A, 9H3D2A, and 9H3E1A** shall be administered as follows *(Revised June 2, 2004)*:

9H3F1 The years listed under these sections must be in paid status, but not necessarily continuous paid status.

9H3F2 If the unpaid leave which is applied for and approved is for the period immediately preceding retirement, the amount of leave allowed shall be limited to years of paid service with the District in the following fashion:

- 5-9 years; six (6) months
- 10-14 years; one (1) year
- 15-19 years; one (1) year and six (6) months
- 20 or more years; two (2) years

9H3F3 Paid leave counts as regular paid service.

9H3G **Health Coverage at the Employee's (or Spouse's) Expense**
(Revised May 29, 2001)

9H3G1 The ability to continue and/or acquire any coverage under this section is conditioned upon the health and welfare benefit provider's (example: Blue Cross and/or Delta Dental) allowance of the practice, current legislative provisions and Medicare policies.

9H3G2 When an employee, spouse or other eligible dependent is required to contribute to the health and/or dental plans, failure to make timely payments for two (2) consecutive months shall cause the right to continue coverage under this provision to cease.

9H3H The health and dental plans shall be the same as that for active employees.

9H3I Classified employees retiring under STRS will have the same benefits as if they retired under PERS.

9H3J Limited benefit employees are not eligible for health and welfare benefits under this section.

9H4 The District agrees to provide employees in the bargaining unit payroll deduction privileges for benefit programs available in the District.

- 9H5** Bargaining unit employees appointed by CSEA shall be members of the District fringe benefits committee. This committee shall meet periodically to research and review proposed and existing programs to ensure that quality and cost effectiveness criteria are maintained. The committee shall meet periodically with insurance providers to determine that benefits are being accorded as required by the various benefit programs.

ARTICLE 9I--SAFETY

- 9I1** This District shall provide employees with safe working conditions. In order to provide employees with safe working conditions, the District will publish and give to each employee an Injury and Illness Prevention Program document. The District will comply with applicable health, safety, and sanitation requirements of local, state and federal governments where the District is aware of violations of any such requirements and when it is possible to do so. *(Revised June 16, 1994)*
- 9I2** In the case of a determination of an unsafe condition/practice the District shall correct such unsafe condition/practice immediately or within thirty (30) days, if feasible. *(Revised June 2, 2004)*
- 9I2A** When an unsafe condition/practice exists presenting a clear and substantial hazard to employee health, the District will provide an alternative work site.
- 9I3** Employees will comply with the responsibilities listed in the District Injury and Illness Prevention Program, or they may be subject to disciplinary action(s) as spelled out in **9M10E17** of the Contract. *(Revised June 2, 2004)*

ARTICLE 9J--HOLIDAYS

- 9J1** The District agrees to provide all employees in the bargaining unit with thirteen (13) scheduled paid holidays:

Independence Day	New Year's Day
Labor Day	Martin Luther King, Jr. Day
Veteran's Day	Lincoln Day
Thanksgiving Day	Washington Day
Thanksgiving Recess	Spring Recess
Christmas Day	Memorial Day
Christmas Recess	

- 9J1A** All Kern Community College District sites will be presumed to be open during the Winter Recess except as noted in **9G2A1**.
(Revised June 2, 2004)
- 9J2** Subject to the conditions of Education Code Sections 79020 to 79021 or their successors, additional paid holidays may be granted.
- 9J3** Whenever the New Year's holiday fall on Thursday, or Tuesday, the respective Friday or Monday shall be a holiday.
- 9J4** One (1) additional holiday designated as a Floating Holiday shall be granted each employee in the classified service on a date selected by the employee and scheduled in advance with the concurrence of the supervisor. Effective July 1, 2012, the Floating holidays will be increased to a total of three (3) per year. *(Revised November 10, 2011)*
- 9J4A** Only members of the classified service who have been employed in the District for at least six (6) months are eligible for the Floating Holiday.
- 9J4B** The Floating Holiday must be taken within the fiscal year and cannot be taken as a terminal day.
- 9J4C** If a supervisor requires an employee to work during a scheduled floating holiday and it is impossible for the floating holiday to be rescheduled before July 1, the employee will be paid a regular day's pay for the holiday.
- 9J5** Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.
- 9J5A** Employees in the bargaining unit who are not normally assigned to duty during the school holidays for Christmas Days and New Year's Day, or Spring Recess, shall be paid for those holidays provided that they were in paid status during any portion of the month in which the holiday falls. *(Revised November 20, 1997)*
- 9J5B** Employees working less than five (5) days per week shall have no fewer than the proportionate number of holidays in their calendar assignment.
- 9J5B1** When a holiday falls on an unscheduled workday, another working day shall be provided as a

substitute holiday. *(Revised November 20, 1997)*

9J6 If a Flexible Limited Benefit Employee is not regularly scheduled to work on the calendar day of a District Holiday, a substitute holiday shall be given equal to the average number of hours the employee worked per week during the current pay period. Upon mutual agreement between the supervisor and the employee, this substitute holiday shall be taken during the same week in which the holiday occurred. *(Added October 3, 1996)*

9J6A Flexible Limited Benefit Employees who are not scheduled to work during the holiday week shall be paid for one (1) hour at the employee's base pay. *(Added October 3, 1996)*

9J6B Flexible Limited Benefit Employees shall be paid for any holiday at the average number of hours the employee worked per week during the current pay period if they were in paid status during that working month. *(Added October 3, 1996)*

9J7 A classified employee required to work on a regular holiday for which a substitute holiday is not provided shall be compensated at the rate of time and one-half (1½) of his/her regular rate in addition to his/her regular rate of pay. (Total compensation equals two and one-half (2½) times the employee's regular rate of pay.) *(Revised November 20, 1997)*

ARTICLE 9K--VACATION

9K1 A full-time (40 hours per week) classified service employee working more than one-half (½) the workdays in a month shall receive vacation based on the formulas in sections **9K1A**, **9K1B** and **9K1C**. Vacation for less than full-time employees will be prorated. *(Revised June 2, 2004)*

9K1A Vacation days for less than five (5) complete years of service [through the completion of the fourth (4th) year of service] are to be figured at the rate of six (6) hours and forty (40) minutes per month [two (2) weeks per year]. *(Revised June 21, 2000)*

9K1B Vacation during the fifth (5th) through ninth (9th) years of service calculated at the rate of ten (10) hours per month [three (3) weeks per year]. *(Revised June 21, 2000)*

9K1C Vacation from the completion of nine (9) years of service [from

the beginning of the tenth (10th) year] calculated at the rate of thirteen (13) hours and twenty (20) minutes per month [four (4) weeks per year]. *(Revised June 21, 2000)*

9K2 The vacation request of bargaining unit employees shall be requested and approved in writing by the appropriate supervisor prior to usage. *(Added February 11, 2010)*

9K2A When a mutually convenient time cannot be scheduled, the College President or designee shall confer with the employee and the supervisor to determine what time will be scheduled by the College President or designee.

9K3 Vacation days may be accumulated up to the equal of the prior year and the current year. When the accumulation approaches this maximum, the College President may direct the employee to use the vacation under the provisions of **9K2** or provide payment for the excess. *(Revised June 2, 2004)*

9K3A Employees who are assigned to work for less than 11 months a year shall receive payment for their accumulated vacation at the end of their work year assignment. For example, a 10 month employee will receive payment for all unused, earned and accumulated vacation at the end of their 10 month assignment, each year. *(Added February 11, 2010)*

9K4 Full-time personnel whose employment is terminated before vacation earned in the current or preceding fiscal year has been taken will be granted pay *in-lieu* thereof providing the employee has completed six (6) months of employment.

9K5 If an employee is terminated and has been granted vacation not yet earned, the full amount of salary paid for such unearned vacation shall be deducted from the last paycheck.

9K6 The rate of pay for vacation days shall be the same as that which the employee would have received had he/she been in working status.

9K7 If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to a certified illness or injury he/she may request that his/her vacation date be changed. The District shall grant such request at the mutual convenience of the employee and the

department. In like manner, vacation may be terminated or interrupted for a certified illness or injury in excess of two days, or for absences due to paid bereavement, pregnancy or military leave.

- 9K8** If for any reason a bargaining unit employee is required to work during a scheduled vacation, he/she shall be compensated at the rate of time and one-half (1½) for all hours worked during the scheduled vacation period. In such case, the employee shall suffer no reduction in the period of vacation due him/her.
- 9K9** When a holiday falls during the scheduled vacation of any bargaining unit employee, the day shall be charged to the holiday.
- 9K10** If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with hire-date seniority shall be given preference.

ARTICLE 9L--ABSENCES AND LEAVES

9L1 **General Absence Policies** *(Revised November 20, 1997)*

- 9L1A** Official records of employees' absences are to be maintained by the Kern Community College District Office.
- 9L1B** Employees who must be absent from work are required to notify their supervisor or college administrator in advance of the absence so that arrangements can be made for substitutes when necessary. When an unexpected absence arises at a time the offices are not normally open, employees must notify their supervisor or the switchboard operator as soon as the College and District hours of operations begin. Failure to comply with the provisions of this section may subject the employee to disciplinary action.
- 9L1C** The amount of time an employee is unexcused from work will be deducted from his/her salary.
- 9L1D** Upon submission of proof, an employee shall be entitled to time off without loss of pay to serve on a jury, to appear as a witness in court other than as a litigant, when duly served with a subpoena, or to respond to an official order from another governmental jurisdiction for matters that were not initiated, supported, or sanctioned by the employee. Such time off shall

include any actual and necessary travel time from the regular place of employment to the court or hearing place designated in the jury summons, subpoena, or official order.

9L1D1 Employees are required to report to work during regular hours preceding and immediately following jury duty service or court appearance, unless the work time involved is less than one (1) hour, or unless prior authorization has been obtained from the Chancellor/designee. In no case will an employee be required to perform jury duty service and work time service for more than his/her normal work hours. (Example: An eight-hour (8-hour) employee who serves five (5) hours of jury duty, including travel time both ways, would be required to perform three (3) hours of work time service.)

9L1E An employee whose creed is not provided for in the school calendar shall be reasonably accommodated by the College President or designee.

9L1F Employees shall file a signed statement with the Chancellor/President or designee of the LSC/college for each absence from duty. *(Revised June 2, 2004)*

9L1G At any time during the term of this Agreement, if the Chancellor, College President, or their designee declares an emergency and closes the College, District Office, or any college satellite location, classified employees who are sent home by the district administration before the conclusion of their workday, shall have no reduction in pay or loss of earned benefits for the time remaining on their workday. Notwithstanding, certain unit members may be required to work during such an emergency, in which case they shall be compensated at the rate of one-for-one hour of compensatory time for all hours worked during said emergency. Example: an employee required to work for three (3) hours within said emergency shall receive three (3) hours of compensatory time. *(Revised June 2, 2004)*

9L2 Sick Leave

9L2A A classified employee (except short-term or substitutes) employed five (5) days a week by a school district shall be granted twelve (12) days or ninety-six (96) hours of leave of

absence for illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a fiscal year of service. *(Revised June 2, 2004)*

9L2B The classified employee employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days or ninety-six (96) hours leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).

9L2C The classified employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days or ninety-six (96) hours leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

9L2D Pay for any day of such absence shall be the same as the pay which would have been received had the employee worked during the day of illness.

9L2E Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District. Leave taken but not accrued should not exceed the accrual for that fiscal year. *(Revised June 2, 2004)*

9L2F If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.

9L2G Any sick leave benefits earned but unused on the date of termination for any cause shall be converted to retirement credit in accordance with the Government Code Section 20963. *(Revised June 2, 2004)*

9L2G1 Accrued sick leave can be transferred from one school district to another but must be done within one (1) year. *(Added June 2, 2004)*

9L2H An employee whose employment is terminated shall have his/her final paycheck reduced by the amount of leave used, but not earned.

9L2I The Chancellor, College President or their designee may require that any absence due to illness or injury which exceeds three (3) days' duration be verified by a licensed physician/practitioner indicating the reason and length of disability.

When sick leave use is excessive or unusual, the District may require support by a licensed physician's/practitioner's statement verifying absences of shorter duration.

9L2J After all other sick leave, vacation and other authorized leave is exhausted, any classified service employee who is absent not to exceed five (5) months [one hundred (100) working days] because of illness, accident or quarantine will receive one-half (1/2) regular pay for the days absent beyond the sick leave period. Vacation and sick leave may not be accrued during this period. Any absence subject to the provisions of this section must be verified by a written statement from a licensed physician/practitioner.

9L2K **Catastrophic Illness Donation** *(Added June 2, 2004)*

9L2K1 The purpose of this program is to allow permanent bargaining contract unit employees to donate their accrued, unused sick leave to catastrophically ill or injured fellow unit members who have completely exhausted other paid leave benefits. The program is voluntary.

9L2K2 Effective July 1, 2003, any unit member may donate up to ten (10) days of accumulated sick leave to another unit member who has suffered a long-term catastrophic illness or injury and has exhausted all other available paid leave. Donations must be for a minimum of one (1) day [eight (8) hours]. Donations are irrevocable; unused days are restored to donor. Donations are used in the order of donation. Terminating employees may donate up to six (6) days.

9L2K3 The donating employee must, after the donation,

retain a minimum of one (1) year [twelve (12) days] worth of accrued, unused sick leave prior accumulations.

9L2K4 The donating employee shall execute and file with the Human Resources Department a form authorizing and irrevocably assigning the donated leave to the donee employee.

9L2K5 Donated hours will be calculated at the rate of the donor's salary. Example: Two (2) hours given at \$5.00/hour equals one (1) hour at \$10.00/hour.

9L2K6 Unit members shall be eligible to request the donation of other employee's sick time subject to the following conditions and limitations:

- The unit member is a CSEA permanent bargaining unit employee.
- The unit member suffers from a catastrophic illness or injury which for a period of not less than one hundred (100) work days has caused the employee to be incapacitated from the performance of duty as an employee of the District, and is expected to continue to be incapacitated for an extended period of time [at least thirty (30) days]. Examples of such catastrophic illness or injury include life threatening injury or illness, cancer, AIDS, heart surgery, stroke, Valley Fever, etc.
- The unit member has exhausted all of his/her available paid leaves, including regular and extended sick leave [one-half (1/2) pay] and vacation. Any sick leave and vacation accrued while on catastrophic leave shall be used before donated leave.

9L3 **Personal Necessity Leave** *(Revised November 20, 1997)*

9L3A Earned sick leave to a maximum of seven (7) days each college year may be used by the employee, at his/her election, in cases

of personal necessity.

9L3B When possible, it is expected that the employee will provide prior notification for personal necessity leave.

9L3C When the employee returns from personal necessity leave, the classified absence form must be completed.

9L3D Personal necessity is defined by the following statements:

9L3D1 Death of a member of the immediate family when additional leave is required beyond that provided in **9L4**. *Immediate family* shall be construed to have the same meaning so identified under *Bereavement* in **9L4A** of this Agreement. *(Revised June 2, 2004)*

9L3D2 Accident involving the person or property, or the person or property of a member of the immediate family.

9L3D3 Appearance in any court or before any administrative tribunal as a litigant, party, or witness.

9L3D4 Personal business of a compelling nature that cannot be conducted outside of the hours of assignment and does not involve payment to the employee for services.

9L3D5 All days of personal necessity may be used at the discretion of the employee in accordance with the personal necessity leave language without the employee having to specify which of the allowable conditions have been met. *(Revised June 2, 2004)*

9L4 **Bereavement Leave** *(Revised June 2, 2004)*

9L4A Each classified employee shall be granted five (5) days with pay for bereavement, funeral arrangement, and/or funeral attendance in the event of the death of a member of the employee's immediate family. Members of immediate family mean the employee's:

- mother/step-mother
- father/step-father

- spouse/significant other
- son/step-son
- daughter/step-daughter
- son-in-law
- daughter-in-law
- brother/step-brother
- sister/step-sister
- brother-in-law
- sister-in-law
- grandfather
- grandmother
- grandchild
- aunt
- uncle
- niece
- nephew

or the employee's spouse's:

- mother/step-mother
- father/step-father
- brother/step-brother
- sister/step-sister
- son/step-son
- daughter/step-daughter
- grandfather
- grandmother
- grandchild

or any relative living in the immediate household of the employee.

9L4B Time off without pay shall be granted for attendance at the funeral of a distant relative or close friend. An employee may choose to use Personal Necessity Leave, Vacation, Compensatory Time, or holiday credit.

9L5 Emergency Leave *(Revised November 20, 1997)*

9L5A The emergency leave is a privilege granted by the Board of Trustees and its use is limited to severe illness or death in the employee's family. This leave may be used after an employee

has used all personal necessity leave and bereavement leave in case of death upon approval of the College President or designee. Employees must provide adequate proof of the necessity for *emergency leave*.

9L5B For absence due to severe illness or death in the employee's family, no deduction in pay will be made up to a maximum of six (6) days in any fiscal year for those granted emergency leave. Additional time may be allowed by the College President or designee if travel in excess of three hundred (300) miles one-way from the campus is required.

9L5C Family as defined in **9L4A**. *(Revised June 2, 2004)*

9L5D A probationary employee shall not be eligible for more than three (3) days of emergency leave until after the completion of twelve (12) months of active service.

9L6 **Industrial Accident or Illness** *(Revised November 20, 1997)*

9L6A Industrial accident or illness is an injury or illness arising out of or in the course of employment with the District.

9L6B A maximum of sixty (60) working days of paid leave is available for each accident or illness.

9L6C When an industrial accident or illness occurs at a time when the sixty (60) days overlap into a new fiscal year, the employee shall be entitled to only that amount remaining at the end of the previous fiscal year for that specific injury or illness.

9L6D Allowable industrial accident or illness leave shall not be accumulated from year to year.

9L6E Industrial accident or illness leave shall commence on the first (1st) day of absence.

9L6F When added to an award granted the employee under the Workers' Compensation laws of this State, payment for wages lost on any day shall not exceed the normal wage for the day.

9L6G During all paid leaves of absences whether industrial accident leave as provided in this section, sick leave, vacation,

compensated time off or other available leave provided by law or the action of the Board of Trustees, 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 payments of wages or salary and shall deduct normal retirement and other authorized contributions.

9L6H 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 his/her 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-month (39-month) period, he/she 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 seniority regulations.

9L6I An employee who has been placed on a re-employment list, and who has been medically released for return to duty, and who fails to accept an appropriate assignment shall be dismissed.

9L6J Any employee receiving benefits as a result of this section shall, during period of injury or illness, remain within the State of California unless the Board of Trustees authorizes travel outside the State.

9L6K Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits or such other leave as may be provided by laws or regulations.

9L6L Periods of leave for industrial accident or illness shall not be considered a break in service of the employee.

9L6M The District shall provide employees with a physician pre-designation form during orientation. *(Added June 2, 2004)*

9L7 Pregnancy Leave *(Revised November 20, 1997)*

9L7A Each female employee shall be entitled to a maximum of four (4) months leave of absence for the period of time she is required to be absent by reason of physical incapacity due to pregnancy,

childbirth, or conditions related thereto. Part-time employees are eligible on a pro-rata basis. The employee shall be entitled to use her accumulated sick leave allowable under appropriate sections of this Agreement on the same basis provided for any other illness, injury or disability.

9L7B The period of leave, including the date upon which the leave shall begin, shall be determined by the employee and her physician.

9L7C A written statement from the employee's physician as to the beginning date of such leave shall be filed with the Chancellor through the College Human Resources office. This date shall be based on the employee's ability to render service in her current position.

9L7D The date of the employee's return to service shall be based on her physician's analysis and written statement of the employee's physical ability to render service and that she is no longer required to remain off duty due to her pregnancy.

9L8 Child Rearing Leave

9L8A If mutually agreed upon by the employee and College President and/or designee, an employee's request for child rearing leave may be granted to a maximum of twelve (12) months. The request is subject to approval of the Chancellor and the Board of Trustees.

9L8B If mutually agreed upon by the employee and the College President and/or designee, an employee's request for child rearing leave may be granted for an additional time of up to a maximum of twelve (12) months. The request is subject to the approval of the Chancellor and the Board of Trustees.

9L8C Upon return from a child rearing leave, the employee shall be reinstated to the same position held at the time the leave was granted or a position as near as possible within the District's work requirement.

9L8D Benefits will be administered in accordance with Section **9H2F**.
(Added June 2, 2004)

9L9 Child Adoption Leave

- 9L9A** The child adoption leave shall be granted to classified employees and shall be without pay. The College President and/or designee shall be notified of such request in sufficient time to make proper substitute arrangements.
- 9L9B** The child adoption leave may begin at the date the employee takes custody of the child, or any time within one (1) week prior.
- 9L9C** The leave shall terminate sixty (60) days after the employee has taken custody of the child. The employee may request an extension to the sixty-day (60-day) limit in cases of unusual circumstances, as verified in writing by a social worker, pediatrician, or other appropriate professional.
- 9L9D** Benefits will be administered in accordance with Section **9H2F**.
(Added June 2, 2004)

9L10 Family Care Leave *(Revised November 20, 1997)*

- 9L10A** All employees who have completed one (1) year of continuous service for the District shall be entitled to up to six (6) months of unpaid family care leave in a twenty-four (24)-month period as provided by law. Family Care Leave is available for the following reasons:
- Care of the child of the employee following the birth of that child.
 - The placement of the child with the employee for adoption or foster/adoption program.
 - Serious illness of the child of the employee.
 - Care for a parent or spouse who has serious health condition.
 - A serious health condition that makes the employee unable to perform the functions of his/her position.

9L10B The total time provided in Family Care Leave shall include the time provided in Emergency Leave, Disability Pregnancy Leave, Child Rearing Leave and Child Adoption Leave.

9L10C If the need for family care leave is foreseeable, the employee shall provide the District with reasonable advance notice of the need for the leave.

9L10D If the need is foreseeable due to planned medical treatment, the employee shall make a reasonable effort to schedule the treatment to avoid disruption of work schedule.

9L10E Sick leave may be used for family care leave when due to the employee's own illness or as required by law (AB109). The employee may use accumulated vacation as part of the leave.
(Revised June 21, 2000)

9L10F The family care leave does not constitute a break in service for seniority or longevity.

9L10G During the time of leave, the District will continue to provide health and welfare benefits at the same contribution rate as an active employee.

9L10H The District is entitled to recover the cost of health and welfare benefits if the employee does not return from leave.

9L10I Sick leave and vacation shall be earned during any period of Family Care Leave when in a paid status.

9L11 Military Leave *(Revised November 20, 1997)*

9L11A Military leave shall be granted to employees in accordance with applicable state and federal law.

9L12 Long-Term Leave *(Revised November 20, 1997)*

9L12A Each applicant for a long-term leave without pay must have served in the classified service within the District not less than four (4) consecutive years immediately preceding the beginning

of the leave period. Any additional leave following the first shall be based on four (4) subsequent years of service.

9L12B Applications for leave endorsed by the immediate supervisor must be filed with the College President or designee at least thirty (30) days prior to the beginning of the proposed leave period.

9L12B1 The maximum length of the leave is one (1) year.

9L12B2 A satisfactory substitute must be available.

9L12B3 The leave must be approved by the College President, Chancellor and the Board of Trustees.

9L12C Employees on leave shall be allowed to return to duty prior to the designated termination date of the leave with thirty (30) calendar days written notice.

9L12C1 The College President, Chancellor and the Board of Trustees must concur in the change in return date.

9L12D Upon return from leave at the designated termination date (or alternate under **9L12C**), the employee shall assume his/her former classification. *(Revised June 2, 2004)*

9L12E An employee on leave of absence shall maintain hire-date seniority during the leave of absence.

9L12F Leave of absence may be granted for education travel, and business or personal reasons.

9L12G Exceptions to the four-year (4-year) requirement may be made for a leave involving a specific educational program which is clearly an opportunity for development of the person and a benefit to the College District.

9L12H When no other leaves are available, an unpaid leave of absence not to exceed ninety (90) calendar days may be granted to an employee upon the approval of the College President, Chancellor, and Board of Trustees.

9L12I Benefits will be administered in accordance with Section **9H2F**.
(Added June 2, 2004)

9L13 Educational Leave (Added June 2, 2004)

9L13A The District may grant any classified employee a leave of absence not to exceed one (1) year for the purpose of permitting study by the employee or for the purpose of retraining the employee to meet changing conditions within the district. The District may provide that such a leave of absence shall be taken in separate six-month (6-month) periods or in any other appropriate periods, rather than for a continuous one-year (1-year) period; provided, that the separate periods of leave of absence shall be commenced and completed within a three-year (3-year) period. Any period of service by the individual intervening between the authorized separate periods shall comprise a part of the service required for a subsequent leave under this Article.

9L13B No leave of absence shall be granted under this article to any employee for study purposes who has not rendered service to the district for at least seven (7) consecutive years, or for retraining purposes who has not rendered service to the district for at least three (3) consecutive years preceding the granting of the leave, and no more than one (1) such leave of absence shall be granted in each seven- (7-) or three-year (3-year) period, respectively. Any leave of absence granted under this Article shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing service for the granting of any subsequent leave under this Article.

9L13C Every employee granted a leave of absence pursuant to this Article may be required to perform such services during the leave as the governing board of the district and the employee/exclusive representative shall agree upon in writing. The employee shall receive ninety percent (90%) of salary if the leave does not exceed six (6) months or sixty percent (60%) of salary if the leave is between six (6) months and one (1) year.

9L13D Compensation shall be paid the employee while on the leave of absence in the same manner as if the employee were working for the district, upon the furnishing by the employee of a suitable bond indemnifying the governing board of the district against

loss in the event that the employee fails to render at least two (2) years' service in the employ of the governing board following the return of the employee from the leave of absence. The bond shall be exonerated in the event the failure of the employee to return and render two (2) years' service is caused by the death or physical or mental disability of the employee. If the governing board finds, and by resolution declares, that the interests of the district will be protected by the written agreement of the employee to return to the service of the district and render at least two (2) years' service therein following his return from the leave, the governing board in its discretion may waive the furnishing of the bond and pay the employee on leave in the same manner as though a bond is furnished.

- 9L13E** The District's decision to deny an Educational Leave of Absence shall not be subject to the grievance process.

ARTICLE 9M--EMPLOYMENT POLICIES

9M1 Hiring

- 9M1A** Classified employees shall be defined and regulated by Education Code Section 88003. *(Revised June 16, 1994)*

9M1A1 If the District is engaged in the procedure to hire a permanent employee to fill a vacancy in any classified position, the District may employ one (1) or more substitute employees for not more than sixty (60) calendar days to fill this vacancy. Per Education Code section 88003, the District will notify CSEA of the services to be performed and the start/end dates prior to employing a substitute or short-term employee. *(Revised June 2, 2004)*

- 9M1B** The District agrees that it will comply with Education Code section 88003 as it applies to student workers. *(Revised June 2, 2004)*

- 9M1C** Upon initial employment and each change in classification thereafter, each classified employee in the bargaining unit shall be furnished two (2) copies of his/her classification specification,

salary data, assignment or work location, together with duty hours and prescribed workweek. One (1) copy shall be retained by the employee, one (1) copy shall be signed and dated by the employee and returned to the District Office of Human Resources (Education Code Section 88168). In addition, bargaining unit members assigned to more than one supervisor shall receive a specific statement regarding designation of the primary direct supervisor. *(Revised June 2, 2004)*

9M1D Employees are required to have chest X-rays or an approved Intradermal Tuberculin Test taken upon employment and every four (4) years thereafter.

9M1D1 The initial test must be paid for by the employee.

9M1D2 The District will compensate the employee for those tests in the following years where the charge has not been covered under the District health plan up to an amount equal to that charged by the Mobile Unit.

9M1E Cost of medical examinations other than tubercular, required by the District or by law shall be paid by the District upon prior approval of the Chancellor or designee.

9M2 **Probationary Period** *(Revised November 20, 1997)*

9M2A For new classified service employees the first twelve (12) months from date of employment is the probationary period.

9M2B A performance evaluation report shall be completed for each probationary employee by the immediate supervisor by the end of the third (3rd), sixth (6th), and eleventh (11th) months of continuous employment.

9M2B1 A monthly probationary report may be required if ratings have indicated unsatisfactory performance.

9M2B2 The supervisors are required to discuss the Performance Evaluation Report with each

probationary employee, unless the employee is unavailable. The employee shall receive a signed, completed copy of the evaluation at the evaluation conference meeting or before the formal discussion.

9M2B3 The evaluation reports must be signed by the supervisor and should be signed by the employee.

9M2B3A If the employee refuses to sign the evaluation, that fact will be noted by the supervisor on the evaluation form. The supervisor shall immediately forward the form to the reviewer.

9M2B4 All evaluations shall be based on job related criteria and shall include specific recommendations for improvement, when appropriate. *(Revised June 21, 2000)*

9M2C Under normal circumstances, probationary employees, will be given two (2) weeks notice of dismissal. But, when determined necessary by the Chancellor or designee, a probationary employee may be dismissed immediately.

9M2C1 Dismissals of probationary employees are not subject to the appeal process as stated in **9M10** of this Agreement. *(Revised June 2, 2004)*

9M2C2 Within five (5) working days of notice of dismissal a probationary employee may request an informal review with the Chancellor or designee to appeal his/her dismissal.

9M3 Permanent Employee Evaluation *(Revised November 10, 2011)*

9M3A Permanent employees will be evaluated annually, normally within one (1) month of the employee's anniversary date with the District, by the immediate supervisor and/or appropriate management personnel. No bargaining unit employee's performance shall be evaluated formally by another bargaining unit employee. *(Revised November 10, 2011)*

9M3A1 The supervisors are required to discuss the

Performance Evaluation Report with each permanent employee. The employee shall receive a copy of the evaluation at or before the formal discussion. Employees will be provided release time during their normal workday to meet with their supervisor for the review of their evaluation. If release time during the normal workday is not feasible, the supervisor may schedule a time for review of the evaluation outside of the normal work hours and the employees shall be compensated for his/her time. *(Revised June 21, 2000)*

9M3A2 The evaluation reports must be signed by the supervisor and should be signed by the employee. The employee shall receive a copy at the evaluation conference meeting.

9M3A2A If the employee refuses to sign the evaluation, that fact will be noted by the supervisor on the evaluation form. The supervisor shall immediately forward the form to the reviewer.

9M3A3 All evaluations shall be based on job-related criteria and shall include specific recommendations for improvement and a plan of action for the employee to become successful in the areas marked less than satisfactory.

9M3B A performance evaluation shall be a summary of observed performance actions since the last evaluation by the immediate supervisor. A rating of unsatisfactory shall include specific information or documentation to support the rating. *(Revised June 21, 2000)*

9M3C The content of evaluations of permanent employees will not be subject to the grievance procedures as contained in **Article 9P** of this Contract. Procedures of performance evaluations specified herein will be subject to the grievance procedures. *(Revised June 2, 2004)*

9M3D Additional Performance Evaluation Reports may be required at any time by the Chancellor or designee. The employee will be notified of any work deficiencies in advance of additional evaluation(s).

9M4 Transfer and Reassignment *(Revised February 11, 2010)*

9M4A A transfer is a change of college within the district or satellite location within a college, that constitutes a distance greater than ten (10) miles, without a change in job classification. A reassignment is a change in the department, location or workstation within the same college or satellite location without a change in job classification. Transfers and reassignments may be either voluntary or involuntary.

9M4B A voluntary transfer is an employee request for a change of college or satellite location without a change in job classification. A voluntary transfer must have the approval of the Chancellor/College President(s) or designee(s).

9M4C A voluntary reassignment is an employee request for a change of department or work location at the same college or satellite location without a change in job classification. A voluntary reassignment must have the approval of the Chancellor/College President or designee.

9M4C1 All vacancies eligible for voluntary transfer or reassignment will be posted electronically and noticed to employees groups via e-mail for at least five (5) working days. Unit employees making a request for either a transfer or reassignment must do so formally on the appropriate form supplied by the District Human Resources Office.

9M4C2 Unit employees who have a valid transfer or reassignment request on file with the Human Resources Office will be considered with all in-house candidates for any vacancy in the same job classification.

9M4C3 A valid transfer or reassignment request is good for one (1) year following the date of receipt by the Human Resources Office.

- 9M4C4** Probationary employees are not eligible for voluntary transfer or reassignment.
- 9M4C5** Denial of a request for transfer or reassignment is not subject to the grievance process.
- 9M4D** An involuntary transfer is movement from one college to another, or from the District Office to a college within the district. An employee may not be involuntarily transferred for retaliatory, punitive or discriminatory reasons, or in an arbitrary or capricious manner. *(Revised February 11, 2010)*
- 9M4E** An involuntary reassignment shall be defined as a change in an employee's workstation, location, or department without a change in classification, brought about by the District without the employee's request.
- 9M4E1** An employee who is to be involuntarily reassigned and CSEA, as the exclusive representative, shall be given notification of an involuntary reassignment at least thirty (30) days prior to the effective date of reassignment. Such notice shall be in writing and shall include the reasons for the involuntary reassignment.
- 9M4E2** If requested by the employee, the employee to be involuntarily reassigned shall be given the opportunity to meet with his/her supervisor to discuss the reasons for the involuntary reassignment. The employee shall be entitled to have a CSEA representative present at such a meeting.
- 9M4E3** An involuntary reassignment shall not result in a change of hours, compensation, classification, workload, seniority, or fringe benefits for the impacted employee. An employee subject to an involuntary reassignment shall be afforded a reasonable amount of time [not less than six (6) months from the date of the involuntary reassignment] to transition into the new assignment prior to receiving any further performance-related evaluation. During the transition period, the District shall make available necessary training related to the

new assignment.

9M4E4 In cases of emergency or in order to address an unforeseen urgent student need, the District may temporarily involuntarily reassign an employee, for a period not to exceed fifteen (15) working days, without first adhering to Sections **9M4E1**, **9M4E2**, **9M4E3** above. The impacted employee and CSEA shall be notified of such an involuntary reassignment and the reasons for said involuntary reassignment as soon as possible, but not later than within five (5) days of the reassignment. Further, an opportunity to meet with the supervisor to discuss the reasons for the involuntary reassignment shall be provided within five (5) days of the reassignment. An employee so assigned shall not be negatively evaluated as a result of the temporary involuntary reassignment or its effects upon workload upon return.

9M4E5 CSEA and any impacted employee shall have the right to enforce the above parameters pursuant to the grievance process as stated in the CSEA collective bargaining agreement. Such a grievance shall commence at Level II of said process.

9M5 **Promotion** *(Revised November 10, 2011)*

9M5A Promotion means placement in a classification in the bargaining unit with a higher salary range through application for a vacant or newly created position.

9M5B Promotions shall occur from those personnel with the training, demonstrated skills, ability and performance record.

9M5B1 Employees will be notified of existing vacancies through the posting process and must adhere to the posted time lines to be considered. Vacancies will be posted to employees and outside applicants simultaneously unless the vacancy falls under the exceptions listed in Title 5 regulations, section 53021. In-house applicants who meet the minimum qualifications for the position will be granted an interview *(Revised November 10, 2011)*

9M5B2 The District shall require such examinations and/or performance tests as deemed necessary to determine eligibility for the position.

9M5B3 If a posted position is not filled by an in-house candidate, that applicant shall be notified as to the reason. The employee may request the reason be put in writing. The reasons given for not promoting an in-house candidate will not be subject to the grievance process. *(Revised November 20, 1997)*

9M5C A permanent or probationary employee promoted to a higher classification shall be placed on the lowest step of the new range which will give at least a five percent (5%) increase in salary, but no higher than Step E.

9M5C1 The salary increase shall be effective on the first date of paid service in the new position.

9M5C2 Annual increment increases will be based on the original increment date.

9M5D A unit member who is promoted shall serve a one-year trial period in the higher classification and shall be evaluated at least twice. If the District determines that the employee has not successfully served during the trial period in the promotional position, or if the employee requests, the employee shall be returned to his or her original position, which may result in the bumping, displacement, or layoff of less senior employees.

9M6 **Reclassification** *(Revised February 11, 2010)*

9M6A Positions may be reclassified through structural reorganization, or review through the Job Analysis System *(Revised February 11, 2010)*

9M6A1 **Reorganization**--Any campus-based reorganization requires advance written approval of the College President and the Chancellor. Any District-based/District Office reorganization requires advance written approval of the Chancellor. When the duties of positions in a unit have been changed due to a

redistribution of tasks and/or responsibilities approved by the College President/Chancellor, the affected positions shall be reviewed by the College Human Resources Officer within thirty (30) days of the reorganization. It is the responsibility of the College President/Chancellor or designee to notify the Exclusive Representative when reorganization is being considered. The Exclusive Representative will be given an opportunity to provide input on the proposed reorganization. When the duties of positions in a unit have been changed due to a redistribution of tasks and/or responsibilities approved by the Chancellor, the affected positions shall be reviewed by the District Human Resources Officer within thirty (30) days of reorganization and again at six (6) months after the reorganization. Upon CSEA's demand to negotiate the effects within the scope of bargaining (wages, hours, working conditions) of a reorganization, the District shall not implement the proposed reorganization until the negotiations process has been completed. Grievances relative to reorganization shall begin at Level III. (For further clarification in steps to reorganization, see **Appendix C.**) *(Revised June 2, 2004)*

9M6A1A The purpose of the review is (1) to determine if the duties are consistent with the current classification or if the duties have been changed so as to have moved the position into a new classification, and (2) to prepare a recommendation.

9M6A1B The College Human Resources Officer or the District Human Resources Officer shall forward the recommendation to the Chancellor or designee.

9M6A1C If the Chancellor determines that there is sufficient justification for a change in classification, that recommendation will be presented to the Board of Trustees for its determination.

9M6A1D All reclassification changes occurring as a result of reorganization during the academic year shall become effective on the date that the reorganization is fully implemented. For employees that are y-rated, these adjustments will not occur until the reorganization is fully implemented. Employees that are y-rated due to reorganization will be placed on the thirty-nine-month (39-month) rehire list. *(Revised June 2, 2004)*

9M6A1E Any permanent or probationary employee who is reclassified to a higher-ranged classification shall be moved in accordance with 9M5C. *(Revised February 11, 2010)*

9M6A1F Annual increment increases will be based on the original increment date.

9M6A1G The reclassification or failure to reclassify a position or job family shall not be subject to the provisions of **Article 9P--Grievance Procedure**. *(Revised June 2, 2004)*

9M6A1H Grievances related to the reorganization articles shall begin at Level III. *(Added June 2, 2004)*

9M6A2 **Job Analysis System**--Recognizing that classified positions change through the gradual accretion of duties and responsibilities, the District will provide a review of all classified positions at the request of individual employees and on a voluntary basis *(Revised February 11, 2010)*:

9M6A2A To be considered for review a classified employee must complete the District's Job Analysis Questionnaire (JAQ), obtain the required signatures and/or

comments and return it to the College Human Resources Office between January 1 and February 29.

9M6A2B The District Human Resources Office will have the responsibility for employing an outside professional expert to evaluate the bargaining unit employee JAQ's and submit a written report of findings and recommendations to the District Human Resources Department. The report will be reviewed with the Chancellor's Cabinet for final action. In the event that the Chancellor's Cabinet makes a determination not recommended by the professional expert/consultant, the Human Resources administrator will obtain sufficient information to prepare a report of the District's determination. Such information shall be available to CSEA and the affected employee upon written request. *(Revised February 11, 2010)*

9M6A2C Any changes to employee classifications that occur as a result of the JAQ analysis shall be implemented on July 1 of the calendar year in which the request was submitted to the District Human Resources Department. *(Revised February 11, 2010)*

9M6A2D The following general provisions apply to the Job Analysis System.

9M6A2D1 The reclassification or failure to reclassify a position or job family shall not be subject to the provisions of **Article 9P-- Grievance Procedure**.

(Revised June 2, 2004)

9M6A2D2 If, as a result of review, the assigned salary range of a position/classification is reduced, the District agrees to negotiate with CSEA on the salary. *(Revised February 11, 2010)*

9M6A2D3 Reclassifications are subject to the approval of the Board of Trustees.

9M6A2D4 Any permanent or probationary employee who is reclassified shall be moved in accordance with Article 9M5C. *(Revised February 11, 2010)*

9M6A2D5 Step advancement on the Classified Salary Schedule through Step E will be awarded annually based on the original increment date of the affected employee. *(Revised February 11, 2010)*

9M6A3 The District may, review unit member job classifications to ensure currency of job tasks performed, the skills required to perform job duties, the technology utilized in performing job duties, the potential impact of that review on job classification and job family, and market competitiveness. The District agrees to initiate the wage/class study referenced above no later than the 2010/11 fiscal year. The cost of the study will be borne by the District. CSEA will be entitled to provide input into

the selection of the study consultant. *(Revised February 11, 2010)*

In the event that job description requires salary modifications as a result of this review, the District shall, meet and negotiate with CSEA on such changes. Human Resources Department shall have the modifications reviewed by a professional expert/consultant to ensure consistency within the affected classification and between the affected classification and comparable classifications. *(Revised February 11, 2010)*

9M6B If, as a result of reclassification or reorganization, the District proposes to abolish a position or class of positions, it shall notify CSEA in writing. CSEA reserves the right to negotiate the effects of the elimination of a position classification. *(Revised February 11, 2010)*

9M7 Demotion *(Revised November 20, 1997)*

9M7A Demotion means placement of an employee in a position of lesser responsibilities and a lower salary range. Demotion may result from (1) incompetency or inefficiency in the performance of the duties of his/her position, (2) revocation of any license needed for employment in a specific position, or (3) incapacity due to mental or physical disability, as determined by a medical examination.

9M7A1 A classified employee may be demoted for cause by the Board of Trustees upon recommendation of the Chancellor.

9M7A1A The Chancellor shall give notice of intention to demote a permanent classified employee for cause thirty (30) calendar days prior to the effective date of the demotion.

9M7B A voluntary demotion may be requested by a member of the classified service for personal reasons or *in-lieu* of a layoff.

9M7B1 The request for voluntary demotion for personal reasons must be in writing and should state the

reasons for and the date of the desired demotion. Copies of the request are to be filed with the College President or designee and the College Human Resources Officer thirty (30) calendar days prior to the proposed demotion. The Association shall be notified prior to implementing a demotion.

9M7B2 The College President or designee, subsequent to consultation with the employee, will forward recommendations regarding the voluntary demotion to the Chancellor or designee for appropriate action.

9M7B3 In the event of a voluntary demotion for personal reasons, or a demotion *in-lieu* of layoff, an employee shall be placed on the step in the lower salary range that is closest to his/her current salary. (*Revised June 2, 2004*)

9M7B4 If an employee, after receiving a voluntary demotion, desires to apply for a promotional position which he/she once held, said employee shall be deemed to have met the minimum qualifications for the position and shall be required to go through the promotional process under this agreement. An exception will be made if the job classification has been substantially altered.

9M7C An employee who accepts a voluntary demotion *in-lieu* of a layoff will retain the right to the former classification in the event of an open position for the statutory period provided by Education Code 88117.

9M7D An employee accepting a voluntary demotion for personal reasons or an *in-lieu* demotion will retain all vacation leave and seniority benefits accrued while in his/her former classification but such benefits shall be paid at the salary range of the lower position.

9M8 **Progressive Discipline** (*Added June 2, 2004*)

9M8A Progressive discipline is a strategy for taking positive steps for developing and stimulating employee performance. Supervisors

are responsible for ensuring that progressive discipline is constructively and consistently carried out. Progressive discipline enables supervisors to assist employees to meet performance standards and adhere to established rules, procedures and expectations of job behavior. The intent of positive and progressive discipline is to be objective, fair, reasonable, and confidential. The rule of thumb regarding the use of progressive discipline is that the employee should:

- Be informed of performance standards and job behavior expected on the job;
- Be given immediate feedback on any problems of job performance or behavior;
- Usually be given one (1) oral warning that is documented and maintained by the supervisor;
- If the offense is not illegal or unsafe, be given up to three (3) written letters of reprimand after the initial oral warning has been given;
- Be given three (3) to five (5) days suspension without pay as part of the third (3rd) letter of reprimand;
- Be terminated from employment with the District with the fourth (4th) letter if the performance or job behavior problem continues after the third (3rd) letter.

9M8B Steps in Progressive Discipline

9M8B1 Supervisors should ensure that all employees understand performance/behavior expectations for the job and pertinent policies and procedures. (Including formal and informal staff meetings, one-on-one coaching, written memos. Maintain records of how and when employees were notified.)

9M8B2 If a violation of rules or provisions of the contract or inadequate job performance occurs, the immediate supervisor should conduct an informal meeting or conference with the employee in question. At this point, the informal meeting should be an open and

candid discussion. This meeting should be private and confidential, but the supervisor should make a record of the meeting and the outcome. This record should be filed in a secure place to ensure confidentiality and access for future reference, if necessary.

9M9 Suspension *(Revised November 20, 1997)*

9M9A Suspension means either temporary removal of an employee from the position held with or without pay as a disciplinary measure or removal preliminary to investigation of charges pending demotion or dismissal. The grounds for suspension are enumerated under **Policy 9M10E**. *(Revised June 2, 2004)*

9M9B Suspensions become effective on the date specified in the notice of suspension issued by the Chancellor or designee. The notice shall be in writing stating the causes and shall be served upon the permanent classified employee personally or by U.S. certified mail, addressed to the employee at the last known address provided to the College President or designee; a copy shall be sent to CSEA.

9M10 Dismissal *(Revised November 20, 1997)*

9M10A Dismissal means permanent removal of an employee by the District from his/her position for cause in accordance with the provisions of the Education Code and the Kern Community College District Board Policy Manual.

9M10B Permanent employees will receive at least thirty (30) calendar days written notice from the effective date of the dismissal by the Chancellor or designee.

9M10C No person in the permanent classified service shall be dismissed except for cause as designated in this policy or by law.

9M10D A permanent classified employee of the District charged with immoral conduct, or a felony crime involving moral turpitude, or violation of Section 1028 of the Government Code may

immediately be suspended from his/her duties by the Board of Trustees which instructs the District Chancellor to give notice of suspension. Thirty (30) calendar days after service of notice of suspension, he/she will be dismissed unless a demand for hearing is filed.

9M10E One (1) or more of the following causes or similar ones not enumerated shall be grounds for dismissal or suspension of any person employed in the classified service:

9M10E1 Incompetency or inefficiency in the performance of the duties of his/her position.

9M10E2 Insubordination or unethical or disgraceful conduct while on duty (including, but not limited to, refusal to do assigned work).

9M10E3 Carelessness or negligence in the performance of duty or in the care or use of District property.

9M10E4 Offensive or abusive conduct.

9M10E5 Dishonesty.

9M10E6 Possession of alcoholic beverages while on or in District property. Drinking alcoholic beverages while on duty or report for duty while intoxicated.

9M10E7 Possession or use of narcotics or controlled substances without prescription.

9M10E8 Conviction of any criminal offense or of a misdemeanor involving moral turpitude.

9M10E9 Conviction of a sex offense as defined in the Education Code Sections 88022, 87009, and 87010.

9M10E10 Has been charged with an immoral or criminal act.

9M10E11 Revocation of any license needed for employment in a specific position.

9M10E12 Repeated and unexcused absence or tardiness or the documented abuse of sick leave privileges.

9M10E13 Absences from duty without proper authorization.

9M10E14 Abandonment of position.

9M10E15 Incapacity due to mental or physical disability, to be determined by a medical examination.

9M10E16 Falsifying any information supplied to the District, including, but not limited to, information supplied on applications forms, employment records, time sheets or cards, absence forms, or any other District records.

9M10E17 Persistent violation or refusal to obey safety rules or regulations or training mandated by the District Injury and Illness Prevention Program or by any appropriate state, federal or local governmental agency.

9M10E18 Offering of anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.

9M10E19 The use, threat to use, or attempt to use political influence in securing promotion, leave-of-absence, transfer, change of range, step or character of work.

9M10E20 Has been induced, has induced, or has attempted to induce an officer or employee in the service of the Kern Community College District to commit an unlawful act or to act in violation of any lawful and reasonable departmental or District regulation or order; or has taken any fee, gift or other valuable thing in the course of his/her work or in connection with it, for his/her personal use from any citizen when such fee, gift or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than that accorded other citizens.

9M10E21 Willful or persistent violation of the Education Code

or rules of the Board of Trustees.

9M10E22 Advocacy of or membership in any group which advocates overthrow of federal, state or local government by force, violence or other unlawful means.

9M10E23 Termination of CSEA membership for the duration of the current Contract.

9M11 Appeal of Demotion, Suspension, and Dismissal (*Revised June 16, 1994*)

9M11A Permanent employees shall have the right to file an appeal and demand a hearing before the Board of Trustees within ten (10) working days from the date of service of the notice or demotion, suspension, or dismissal. After the notice of appeal has been filed, the Board of Trustees shall hold a hearing, at which time the appellant may appear personally, produce evidence and have counsel. The Board may affirm, modify or revoke the recommendation made by the Chancellor or designee.

9M11B The Board of Trustees shall issue a decision, including findings for each charge within a thirty (30) calendar-day period following the hearing. The Board's decision shall specify any disciplinary action(s) to be imposed.

9M12 Layoffs and Reductions in Hours (See **Policy 9M7**, Demotion) (*Revised June 2, 2004*)

9M12A Nothing in these policies shall be construed to prevent layoffs or a reduction in hours for a particular position because of lack of work or lack of funds. CSEA retains the right to negotiate the effects of layoffs and the decision to reduce hours and the effects of the reduction in hours.

9M12B In all layoff situations the order of layoff within the class shall be made on the "length of service." *Length of service* shall be defined as the hire date with the District. (*See Displacement Criteria, **Appendix D***) (*Revised June 2, 2004*)

9M12B1 Employees who take a voluntary demotion *in-lieu* of layoff shall be entitled to bump into a lower classification in which they held permanency in accordance with applicable Education Code provisions, or into the same job family for which they hold qualifications.

9M12B2 Employees laid off because of lack of work or lack of funds are eligible for re-employment for a period of thirty-nine (39) months and shall be re-employed in preference to new applicants.

9M12C Prior to any Board action to layoff employees, the District shall notify CSEA in writing.

9M13 Re-employment and Retirement (*Revised November 20, 1997*)

9M13A Notwithstanding any other provision of law, any person who was subject to being or was in fact laid off for lack of work or lack of funds and who elected service retirement from the Public Employees Retirement System (PERS) shall be placed on the thirty-nine (39) months re-employment list. The District shall notify the Board of Administration of Public Employee's Retirement System of the fact that retirement was due to layoff for lack of work or of funds. If he/she is subsequently subject to re-employment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed his/her request for reinstatement from retirement.

9M13B Any employee who is laid off and is subsequently eligible for re-employment shall be notified in writing by the District of any opening for which he/she is eligible. Notice shall be sent by certified mail to the last address given the District by the employee, and a copy shall be sent to CSEA by the District, which shall acquit the District of its notification responsibility.

9M13B1 An employee who has been placed on a thirty-nine-month (39-month) re-employment list as provided for herein will be notified when the next available job in the same job classification and the same number of hours is available. Should the employee wish to be

notified of the next opening in the same classification with less hours, the employee must notify the College Human Resources Officer in writing. An employee may change the number of hours he/she is willing to accept in the same classification. Should the employee not accept the offered position he/she shall be terminated or deemed permanently retired.

9M13B2 An employee shall notify the District of his/her intent to accept or refuse re-employment within ten (10) working days following receipt of the offer of re-employment.

9M13C Employees shall be re-employed in the highest rated job classification available in accordance with their former class seniority. Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) months right to the higher paid position.

9M13D Any employee who is laid off due to a procedural error shall be re-employed immediately upon discovery of the error with full compensation, including loss of wages, vacation, and sick leave from the date it was discovered that the employee should have been re-employed.

9M13E Upon return to work, all time during which an individual is laid off shall be counted for seniority purposes not to exceed thirty-nine (39) months, except that during such time the individual will not accrue vacation, sick leave, holidays or other leave benefits.

9M14 Break in Service *(Revised June 16, 1994)*

9M14A No paid absence will be considered as a break in service and all benefits shall continue to accrue unless specifically restricted by this Agreement. *(Revised June 21, 2000)*

- Unpaid absences allowable under this agreement or by statute will not be considered as a break in service.

9M14B If an employee returns to work from a layoff within the thirty-

nine-month (39-month) period, the layoff shall not be considered a break in service.

9M14C An employee who resigns or has been terminated and is rehired within the thirty-nine-month (39-month) period shall have his/her original *hire-date* used for seniority purposes. *(Revised November 20, 1997)*

9M14C1 Employees who resign or have been terminated and who elect to be re-employed must go through the hiring process. *(Added June 2, 2004)*

9M14D The employee shall earn seniority for the purposes of usage in this Agreement while serving in another CSEA represented bargaining unit of the Kern Community College District.

9M15 Vacant Positions *(Revised June 16, 1994)*

9M15A The District agrees to notify CSEA in writing when leaving a bargaining unit position vacant.

ARTICLE 9N--CONTRACTING AND BARGAINING UNIT WORK

9N1 Any contract for services will be in compliance with all of the provisions of Education Code Section 88003.1. *(Revised January 26, 2006)*

9N2 No supervisory or management employee may perform any work within the job description of a bargaining unit employee to the extent of replacing bargaining unit employees.

9N3 Every position not defined by the regulations of the Board of Governors as an academic position, and not specifically exempted from the classified service, according to the provisions of Education Code section 88003 or 88076, shall be a part of the classified service. These positions may not be designated as academic by the governing board of a district, nor shall the assignment of a title to any such position remove the position from the classified service. *(Added January 26, 2006)*

ARTICLE 9O--COMPLAINT PROCEDURE

9O1 *Complaint* is a problem that an employee desires to be resolved that is not

included in the contract between CSEA and the District.

- 902** Complaints may be discussed during working hours by the employee and/or CSEA representative with the immediate supervisor and/or College/District Human Resources Officer in an attempt to resolve the complaint. *(Revised June 21, 2000)*

ARTICLE 9P--GRIEVANCE PROCEDURE

- 9P1** The purpose of these procedures is to secure at the lowest possible administrative level and in the most expeditious manner solutions to alleged grievances. It is likewise the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of alleged grievances. Alleged grievances shall be subject to all relevant contract provisions and will be processed during times which will not interrupt the orderly operation of the District.

9P2 Definitions

- 9P2A** A *Grievance* is a formal written allegation by a grievant that he/she has been adversely affected by a violation of the specific provisions of this Agreement. No issues or complaints outside this Agreement may be subject to the grievance procedure.

- 9P2A1** If the grievance involves an alleged violation of the specific provisions of this Contract which does not affect a bargaining unit employee, the grievance may be submitted by CSEA representative at Level III.
(Revised June 21, 2000)

- 9P2B** A *Grievant* is an employee who is a member of the bargaining unit and is covered by the terms of this Agreement or the Exclusive Representative. The Exclusive Representative may file a grievance on behalf of and with the written consent of a specifically identified employee or employees.

- 9P2C** A *Day* is a working day when the central administrative office of the District is open for business.

- 9P2D** The *Immediate Supervisor* is the employee outside of the bargaining unit having immediate jurisdiction over the grievant.

9P3 Released Time--Grievance Processing *(Revised June 2, 2004)*

9P3A Time off from duty will be granted for the processing (includes investigation) of grievances at the informal level and levels, I, II, III, and IV to members of the bargaining unit who are designated CSEA representatives, subject to the following conditions *(Revised June 2, 2004)*:

9P3A1 CSEA shall designate in writing to the Chancellor or designee the current names of two (2) job representatives for Porterville College, two (2) for Cerro Coso College and four (4) for Bakersfield College.

9P3B The College President/Chancellor or designee shall regulate within reasonable jurisdiction the time allotted for the above outlined activity. In doing so, the following procedures shall be adhered to *(Revised June 2, 2004)*:

9P3B1 The immediate supervisor shall grant reasonable released time to a properly designated representative, who will keep a record of the departure and return time to the job. *(Revised June 2, 2004)*

9P3B2 The College President/Chancellor or designee will not unreasonably restrict the function of the job representative. *(Revised June 2, 2004)*

9P3B3 The College President/Chancellor or designee shall be entitled to a written report from the job representative regarding his/her official function during his/her released time from his/her job. *(Revised June 2, 2004)*

9P3B4 Except in extreme emergencies, the job representative will give his/her immediate supervisor notice of his/her intention to be away from his/her job at least twenty-four (24) hours in advance.

9P4 **General Procedures** *(Revised June 2, 2004)*

9P4A A grievant may elect to be represented by the Exclusive Representative at any level of the grievance procedure and must inform the Employer in writing of such election prior to any

meeting.

9P4B A grievant may present a grievance to the Employer and have such grievance adjusted without the intervention of the Exclusive Representative, as long as the adjustment is consistent with the terms of this Agreement. The District shall not agree to a resolution of the grievance until the Exclusive Representative has received a copy of the proposed resolution and has been given an opportunity to file a response.

9P4C The grievant and a designated bargaining unit representative, if any, participating in the processing of the grievance, shall suffer no loss in pay if meetings or appointments with the Employer are mutually scheduled by the Employer and the Exclusive Representative.

9P4D Time limits may be extended or shortened by written mutual agreement of the grievant and the Employer.

Failure of the grievant or the Exclusive Representative to adhere to the time limits of this Article shall constitute a waiver of the grievance and acceptance of the Employer's action or decision at the appropriate level.

Failure of the employer to adhere to the time limits of this Article shall result in the acceptance of the grievance and the proposed resolution as presented by the exclusive representative.
(Revised June 2, 2004)

9P4E Once a grievance has been initiated, all matters of dispute relating to it which occur during the processing of the grievance shall become a part of and be resolved in the grievance proceeding.

9P4E1 No new charges may be introduced by the grievant after Level II.

9P4E2 Once a grievance has been resolved, or a final decision rendered, the grievant member shall not be entitled to initiate a new grievance on any matter or occurrence which properly could have been included in the first (1st) grievance.

9P4E3 By mutual agreement of the President/designee and CSEA, in cases where the immediate supervisor is not involved or does not have the authority to resolve the grievance, the grievance may be initiated at Level II.

9P4F No reprisal will be taken by either party against any participant as a result of his/her involvement in the grievance procedure.

All written materials pertinent to a grievance, except decisions which affect the grievant's employment status shall be filed separately from the personnel file of the grievant or participant.

9P4G Until final disposition of the grievance takes place, the grievant shall conform to the original direction of the employer, except in cases which would cause an immediate health or safety hazard to the employee(s).

9P5 Informal--Level I *(Revised June 2, 2004)*

9P5A A grievant who believes that a violation of this Agreement may have occurred shall discuss the matter with the immediate supervisor after filing a written meeting request within fifteen (15) working days of the alleged violation. The immediate supervisor shall investigate the matter and shall respond in writing within fifteen (15) working days of the meeting.

Failure of the employer to adhere to the time limits of this Article shall result in the acceptance of the grievance and the proposed resolution as presented by the exclusive representative.
(Revised June 2, 2004)

9P6 Formal--Level II *(Revised June 2, 2004)*

9P6A Within fifteen (15) working days of the immediate supervisor's response to Level I, the grievant may file a written grievance with the College Human Resources Manager/designee. *(Revised June 2, 2004)*

9P6A1 The grievance shall contain the following minimum information:

- The grievant's name.
- The date of the filing.
- The date of the alleged violation.
- The specific article(s) and/or section(s) of the Agreement which are claimed to have been violated.
- Brief description of the alleged violation.
- Brief synopsis and date of the information conference.
- The specific relief requested.

9P6A2 Grievances not containing the minimum information shall be rejected as being improperly filed and shall not extend time limits if so rejected.

9P6A3 The grievant may request a conference with the College Human Resources Manager/designee. The conference shall be held within fifteen (15) working days of the request. *(Revised June 2, 2004)*

9P6A4 Within fifteen (15) working days of receipt of the grievance by the College Human Resources Manager or within fifteen (15) working days of a formal conference, if one is requested, a written decision shall be issued to the grievant.

Failure of the employer to adhere to the time limits of this Article shall result in the acceptance of the grievance and the proposed resolution as presented by the exclusive representative. *(Revised June 2, 2004)*

9P7 Formal--Level III *(Revised June 2, 2004)*

9P7A In the event the grievance is denied at Level II or the grievant is not satisfied with the decision, a Level III written grievance shall be filed with the Vice Chancellor within fifteen (15) working days

of the issuance of the Level II denial or the deadline for the Level II decision. *(Revised June 2, 2004)*

9P7A1 The filing shall contain all materials utilized in the prior levels, including decisions rendered, if any, and a specific and concise statement of the reason for the Level III filing.

9P7A2 The Vice Chancellor shall meet with the grievant within fifteen (15) working days of receipt of the grievance. *(Revised June 2, 2004)*

9P7A3 Within fifteen (15) working days of the meeting specified in **9P7A2**, the Vice Chancellor shall transmit a written decision to the grievant. *(Revised June 2, 2004)*

9P7A4 Failure of the employer to adhere to the time limits of this Article shall result in the acceptance of the grievance and the proposed resolution as presented by the exclusive representative. *(Added June 2, 2004)*

9P8 Formal--Level IV *(Revised June 2, 2004)*

9P8A In the event that the grievant is not satisfied with the results of Level III, he/she may request that CSEA and the District request the services of a mediator from the California State Mediation and Conciliation Service within fifteen (15) working days. CSEA and the District shall attempt to mediate a settlement of the grievance. In no instance will the form or matter of the discussion and/or proposals during the mediating process be revealed. Only the terms of a settlement, if any, may be revealed.

9P9 Formal--Level V *(Revised June 2, 2004)*

9P9A In the event the Association is not satisfied with the result at Level IV, it may, within fifteen (15) working days of completion of the Level IV proceedings, submit the grievance to arbitration through the California State Mediation and Conciliation Service. *(Revised June 2, 2004)*

9P9B The Arbitration shall be limited solely to the interpretation and

application of this Agreement to the precise issue(s) submitted for arbitration. The arbitration shall not determine any other issue(s).

9P9C The arbitrator shall have no power or authority to hear cases challenging any of the following:

9P9C1 The termination of the services of a probationary employee.

9P9C2 The termination of services or failure to re-employ any employee to a position for which extra compensation is received.

9P9C3 The content of an employee's evaluation.

9P9C4 The District's procedures for notification and dissemination of this Agreement.

9P9D In the event that the District has raised procedural objections at any level of the Grievance Procedure, the arbitrator shall rule on the procedural objections prior to proceeding to a hearing on the merits of the grievance. After a hearing on the merits of the grievance, the arbitrator shall render a written award which sets forth findings of fact, reasoning, and conclusions on the precise issue(s), submitted.

9P9D1 Where the District has made a judgment involving the exercise of discretion, the arbitrator shall review such decision solely to determine whether the decision has violated the Agreement and shall not substitute the arbitrator's judgment for that of the District.

9P9D2 The arbitrator shall not add to, subtract from, amend, modify or alter any provisions or procedures contained in this Agreement.

9P9D3 The arbitrator shall not issue statements of opinion

or conclusions not essential to the determination of the issue(s) submitted.

9P9D4 The arbitrator's award may include restitution, financial reimbursement, or other proper remedy, except fines or penalties.

9P9E The arbitrator's decision shall be submitted to the District and CSEA for review and implementation. The arbitrator's award shall be binding on all parties and shall be implemented promptly.

9P9F The costs of the arbitration proceeding, including filing fees, fees and the per diem charges of the arbitrator shall be borne equally by the parties.

9P9G Each party shall be responsible for the costs of presenting its case. If multiple grievances are filed for the same alleged contract violation, one (1) case shall be carried forward for resolution with the final decision applicable to all grievants. CSEA may choose the case. If the chosen grievant drops the claim, CSEA may substitute a like case for resolution.

ARTICLE 9Q--NO STRIKE CLAUSE

9Q1 It is agreed and understood that strikes, work stoppages, *sick-in*, slow-downs, picketing in furtherance of a strike, work stoppage, etc., and the failure and/or refusal to faithfully and fully perform assigned job responsibilities and duties are contrary to the letter and spirit of this Contract. CSEA agrees that neither it, nor its members, shall encourage, condone, participate in, or otherwise support any such strike, work stoppage, *sick-in*, slow-down, picketing in furtherance of strike, etc., and failure and/or refusal to faithfully and fully perform assigned job responsibilities and duties. In addition, CSEA agrees that it will take reasonable steps to discourage such strike, work stoppage, *sick-in*, slow-down, picketing, failure and/or refusal to faithfully and fully perform assigned job responsibilities and duties on the part of non-affiliated bargaining unit members.

9Q2 CSEA recognizes its duty and obligation under law to comply with the provisions of this Contract and will guarantee the full and faithful performance of this Contract. In the event of any strike, work stoppage or other interference with the operation of the District, CSEA agrees that it

will publicly disclaim the activity and take such other steps as deemed necessary to cause participating employees to cease their activity.

ARTICLE 9R—DEFINITIONS

- 9R1** *Anniversary Date* shall be defined as the first day of employment for regular employees. This date shall prevail in matters of earned vacation time and sick leave time and for the new employee's probationary period.
- 9R2** *Bargaining Unit Seniority* is based upon the number of months in paid status in the bargaining unit.
- 9R3** *Classification* is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications and salary range are appropriate for all positions in a classification.
- 9R4** *Class Specification* is the description of the duties, responsibilities, minimum qualifications, and authority of positions in a class.
- 9R5** *Classifying* is the act of placing a position in a class and shall be construed 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 statement of the specific duties required to be performed in each such position, and the regular monthly salary range for each such position.
- 9R6** *Fiscal Year and College Year* each commence July 1 and continue through June 30.
- 9R7** *Hire-date Seniority* refers to the first day an employee is in paid status.
- 9R8** *Immediate Supervisor* is the employee outside the CSEA bargaining unit having direct supervisory authority over the employee.
- 9R9** *Increment Date* is the date of a salary increase.
- 9R10** *Incumbent* is an employee assigned to a position and who is currently serving in or on leave from the position.

- 9R11** *Industrial Accident or Illness* is an injury or illness arising out of or in the course of employment with the District.
- 9R12** *Notice*--Whenever notice is required under this Agreement, and no form of notice is otherwise designated, notice to the District shall be by personal delivery to the Office of the Chancellor and notice to CSEA shall be written notice personally delivered to the President of the local chapter, mailed by first-class mail, or facsimile transmissions. *(Revised November 20, 1997)*
- 9R13** *Permanent Employee* is a regular employee who successfully completes an initial probationary period, which shall not exceed twelve (12) months of service beyond the initial date of employment by the District.
- 9R14** *Probationary Employee* is a regular employee who will become permanent upon completion of a prescribed probationary period.
- 9R15** *Re-employment* is the return to duty of an employee who has been placed on a re-employment list.
- 9R16** *Re-employment List* is a list of names of persons who have been laid off for lack of work or lack of funds, or exhaustion of sick leave and industrial accident or illness and who are eligible for re-employment without examination in their former classification for a period of thirty-nine (39) months. This list shall be arranged in order of their right to re-employment.
- 9R17** *Regular Employee* is any employee of the classified service.
- 9R18** *Restricted Employee* is any employee who holds a restricted position.
- 9R19** *Safety Conditions of Employment* means any work-related condition affecting the health and safety of the employee.
- 9R20** *Salary Schedule* is a series of salary steps and ranges which comprise the rates of pay for all classifications.
- 9R21** *Salary Step* is one (1) of the salary levels within the range of rates for a classification.
- 9R22** *Short-term Employee* is 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. *(Added June 2, 2004)*

9R23 *Substitute Employee* is a person hired to perform the duties of a position in the temporary absence of the employee who is regularly assigned to that position.

9R24 *Uniforms*--Any clothing of a particular color, design, pattern, or style required to be worn by the District shall be considered a uniform.

9R25 *Y-rate*--Employees will be "Y" rated if a position is ranked in a lower classification. Employees in this status will not receive any cost-of-living increases in salary until the salary of the new, lower, range exceeds the "Y" rated salary. These employees will receive step and longevity increment increases in the lower classification.

9R26 *Day* is a calendar day unless otherwise stated. *(Added November 20, 1997)*

ARTICLE 9S--SEVERABILITY

9S1 The expressed terms and provisions included herein constitute this Agreement in its entirety. If during the life of this Agreement there exists any applicable law, rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provisions shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portion which shall continue in full force and effect.

9S2 In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 9T--TERM

9T1 This Agreement shall take effect as of July 1, 2011 and shall remain in effect through June 30, 2014.

APPENDIX A

KCCD Classified Staff Classification
As of 4/19/2010

Position Title	SAL GRDE	Job Family
Accounting Assistant	355	Accounting
Accounting Technician I	400	Accounting
Accounting Technician II	410	Accounting
Business Services Specialist	445	Accounting
Cashier/Billing Technician I	355	Accounting
Cashier/Billing Technician II	365	Accounting
Ticket Office Coordinator	410	Accounting
Accounting Coordinator	465	Accounting
Accounting Supervisor	465	Accounting
Payroll Technician II	410	Accounting
Athletic Equipment Attendant	340	Athletics
Athletic Trainer	465	Athletics
Athletic Trainer/Program Dir	490	Athletics
Bookstore Assistant I	335	Bookstore
Bookstore Assistant II	345	Bookstore
Bookstore Manager	470	Bookstore
Textbook Buyer	370	Bookstore
Child Dev Ctr Assoc Teacher	345	Child Development
Child Dev Ctr Teacher	430	Child Development
Child Dev Ctr Food Coordinator	375	Child Development
Child Dev Ctr Assistant	315	Child Development
Administrative Assistant	445	Clerical/Secretarial
Administrative Secretary	425	Clerical/Secretarial
Coord Inst Research/Planning	525	Clerical/Secretarial
Department Assistant I	320	Clerical/Secretarial
Department Assistant II	350	Clerical/Secretarial
Department Assistant III	380	Clerical/Secretarial
Desert High School Liaison	315	Clerical/Secretarial
Executive Secretary	395	Clerical/Secretarial
Grants Developer	500	Clerical/Secretarial
Information Services Coord	395	Clerical/Secretarial
Institutional Research Analyst	500	Clerical/Secretarial
Instruction Office Specialist	445	Clerical/Secretarial
Instructional Office Manager	455	Clerical/Secretarial
Office Supervisor	400	Clerical/Secretarial
Program Specialist, ET	410	Clerical/Secretarial
Receptionist	325	Clerical/Secretarial
Site Office Coordinator	435	Clerical/Secretarial
Athletic Complex Manager	370	Custodial
Custodian I	315	Custodial
Custodian II	340	Custodial
Facility Custodial Coordinator	370	Custodial
Site Operations Coordinator I	390	Custodial
Site Operations Coordinator II	410	Custodial
Cook/Baker	335	Food Service
Food Service Assistant I	275	Food Service
Food Service Assistant II	295	Food Service
Food Service Assistant III	315	Food Service
Food Service Manager	460	Food Service
Stock Clerk-Food Service	335	Food Service
Facilities/Grounds Maint Supv	405	Grounds

KCCD Classified Staff Classification
As of 4/19/2010

Position Title	SAL GRDE	Job Family
Grounds Equipment Mechanic	360	Grounds
Grounds Maintenance Supv	380	Grounds
Groundswoker I	340	Grounds
Groundswoker II	360	Grounds
Groundworker I	340	Grounds
Benefits Specialist	445	Human Resources
Human Resources Assistant	425	Human Resources
Safety Coordinator	420	Human Resources
Payroll Specialist	455	Human Resources
Alternative Media Spec	450	Information Technology
Alternative Media Specialist	450	Information Technology
Computer Operator	400	Information Technology
Database Administrator I	500	Information Technology
Database Administrator II	530	Information Technology
End User Trainer	405	Information Technology
Help Desk Technician	415	Information Technology
Instructional Design Specialist	490	Information Technology
Internet Services Administrator	515	Information Technology
Internet Services Specialist	490	Information Technology
Network Administrator	475	Information Technology
Network Manager	515	Information Technology
Network Technician	450	Information Technology
Reporting/Info Access Analyst	500	Information Technology
Security Manager, Information Technology (IT)	535	Information Technology
System Manager	535	Information Technology
Systems Administration Manager	525	Information Technology
Systems Administrator	480	Information Technology
Systems Analyst/Programmer I	475	Information Technology
Systems Analyst/Programmer II	500	Information Technology
Systems Analyst/Programmer III	525	Information Technology
Systems/Network Administrator	460	Information Technology
Telecom Network Manager	500	Information Technology
User Support Analyst	500	Information Technology
Web Site Coordinator	460	Information Technology
Web-Casting/Animation Specialist	515	Information Technology
Accompanist	410	Instruction
Aerobics Facilitator	400	Instruction
Chemistry Stockroom Assistant	315	Instruction
Computer Lab Assistant	380	Instruction
Costume Designer/Technician	380	Instruction
Cour Reporter Reader	315	Instruction
Educational Trainer	490	Instruction
Horticulture Laboratory Tech	370	Instruction
Instructnl Asst-Health Careers	455	Instruction
Laboratory Technician I	395	Instruction
Laboratory Technician II	420	Instruction
Laboratory/Safety Technician	465	Instruction
Learning Center Technician	380	Instruction
Learning Disabled Student Asst	410	Instruction
Scheduling Technician I	380	Instruction
Scheduling Technician II	415	Instruction

KCCD Classified Staff Classification
As of 4/19/2010

Position Title	SAL GRDE	Job Family
Teacher Aide	325	Instruction
Teaching Assistant	410	Instruction
Theater Technician	410	Instruction
Tutor	320	Instruction
Tutor, ESL	320	Instruction
Tutorial Coordinator	385	Instruction
Audio-Visual Technician	340	Library/Media
Educational Media Design Spec	490	Library/Media
Library Assistant I	315	Library/Media
Library Assistant II	335	Library/Media
Library Technician I	360	Library/Media
Library Technician II	380	Library/Media
Media Services Coordinator	490	Library/Media
Media Specialist	420	Library/Media
Media Technician	390	Library/Media
Multimedia Resources Coordinator (Engineer)	490	Library/Media
Video Control Room Technician	380	Library/Media
Assistant Dir-Maintenance & Operations	480	Maintenance
Automotive & Plant Equipment Technician	410	Maintenance
Electronics Technician	435	Maintenance
Facilities Electrician	470	Maintenance
HVAC/R Technician	415	Maintenance
Lead Printer	390	Maintenance
Maintenance & Operations Tech	445	Maintenance
Maintenance Worker	365	Maintenance
Painter	425	Maintenance
Plant Engineer	470	Maintenance
Plumber	470	Maintenance
Skilled Craftworker	425	Maintenance
Duplicating Machine Technician	345	Printing Services
Graphics Center Supervisor	410	Printing Services
Graphics Designer	395	Printing Services
Graphics Technician	370	Printing Services
Publications Assistant	335	Printing Services
Publications Coordinator I	435	Printing Services
Publications Coordinator II	455	Printing Services
Information Center Assistant	335	Public Relations
Public Information Specialist	445	Public Relations
Purchasing Assistant	355	Purchasing
Public Safety Officer I	375	Security
Public Safety Officer II	410	Security
Sergeant, Security	460	Security
Admissions and Records Asst	325	Student Services
Admissions and Records Supv	465	Student Services
Admissions and Records Tech I	370	Student Services
Admissions and Records Tech II	425	Student Services
Assessment Assistant	385	Student Services
Assistant Dir-Financial Aid	465	Student Services
College Nurse	475	Student Services
Community Services Coordinator	470	Student Services
Deaf Services Coord/Advisor	455	Student Services

KCCD Classified Staff Classification
As of 4/19/2010

Position Title	SAL GRDE	Job Family
Distance Learning Coordinator	470	Student Services
Educational Advisor	465	Student Services
Enabler Program Assistant	335	Student Services
Financial Aid Assistant	350	Student Services
Financial Aid Technician	425	Student Services
Job Development Specialist	435	Student Services
Program Assistant	350	Student Services
Program Coordinator	425	Student Services
Program Manager	480	Student Services
Program Technician	400	Student Services
Sign Language Interpreter I	425	Student Services
Sign Language Interpreter II	425	Student Services
Special Services Accommodations Technician	415	Student Services
Special Services Assistant	335	Student Services
Special Services Technician	415	Student Services
Special Services Testing Tech	435	Student Services
Workforce Preparation Assistant	425	Student Services
Automotive Technician	400	Transportation
Bus Driver	340	Transportation
Mailroom Coordinator	355	Warehouse
Receiving Clerk	340	Warehouse

APPENDIX
B

**KERN COMMUNITY COLLEGE DISTRICT
CLASSIFIED MONTHLY SALARY SCHEDULE
EFFECTIVE NOVEMBER 1, 2009**

Applicable to classified employees working twenty (20) hours or more per week and receiving full or pro-rated benefits
AND classified employees working one to nineteen (1-19) hours per week and receiving limited benefits.

RANGE	STEP A (1)	STEP B (2)	STEP C (3)	STEP D (4)	STEP E (5)	L-1 (11) 10Yr Longevity	L-2 (16) 15Yr Longevity	L-3 (20) 19Yr Longevity	L-4 (26) 25Yr Longevity
25.0	1480.9947	1559.8568	1633.3777	1723.1317	1801.8891	1893.0047	1996.4785	2088.9556	2151.5844
25.5	1523.0964	1593.7895	1674.1178	1757.0644	1854.9875	1940.6571	2050.8336	2143.3107	2207.6153
26.0	1559.8568	1633.3777	1723.1317	1801.8891	1893.0047	1996.4785	2088.9556	2197.6659	2263.6461
26.5	1593.7895	1674.1178	1757.0644	1854.9875	1940.6571	2050.8336	2143.3107	2256.1055	2323.8662
27.0	1633.3777	1723.1317	1801.8891	1893.0047	1996.4785	2088.9556	2197.6659	2317.3729	2386.9140
27.5	1674.1178	1757.0644	1854.9875	1940.6571	2050.8336	2143.3107	2256.1055	2371.8328	2442.9448
28.0	1723.1317	1801.8891	1893.0047	1996.4785	2088.9556	2197.6659	2317.3729	2427.4447	2500.3372
28.5	1757.0644	1854.9875	1940.6571	2050.8336	2143.3107	2256.1055	2371.8328	2483.2661	2557.8342
29.0	1801.8891	1893.0047	1996.4785	2088.9556	2197.6659	2317.3729	2427.4447	2541.8105	2618.0543
29.5	1854.9875	1940.6571	2050.8336	2143.3107	2256.1055	2371.8328	2483.2661	2605.6961	2683.8251
30.0	1893.0047	1996.4785	2088.9556	2197.6659	2317.3729	2427.4447	2541.8105	2668.3250	2748.3391
30.5	1940.6571	2050.8336	2143.3107	2256.1055	2371.8328	2483.2661	2605.6961	2740.3796	2822.4883
31.0	1996.4785	2088.9556	2197.6659	2317.3729	2427.4447	2541.8105	2668.3250	2797.4577	2881.3469
31.5	2050.8336	2143.3107	2256.1055	2371.8328	2483.2661	2605.6961	2740.3796	2877.6813	2964.0840
32.0	2088.9556	2197.6659	2317.3729	2427.4447	2541.8105	2668.3250	2797.4577	2949.7360	3038.3380
32.5	2143.3107	2256.1055	2371.8328	2483.2661	2605.6961	2740.3796	2877.6813	3014.9831	3105.4703
33.0	2197.6659	2317.3729	2427.4447	2541.8105	2668.3250	2797.4577	2949.7360	3095.3114	3188.2074
33.5	2256.1055	2371.8328	2483.2661	2605.6961	2740.3796	2877.6813	3014.9831	3175.5350	3270.7351
34.0	2317.3729	2427.4447	2541.8105	2668.3250	2797.4577	2949.7360	3095.3114	3248.9511	3346.4553
34.5	2371.8328	2483.2661	2605.6961	2740.3796	2877.6813	3014.9831	3175.5350	3338.7052	3438.9324
35.0	2427.4447	2541.8105	2668.3250	2797.4577	2949.7360	3095.3114	3248.9511	3413.4828	3515.9093
35.5	2483.2661	2605.6961	2740.3796	2877.6813	3014.9831	3175.5350	3338.7052	3503.3417	3608.3864
36.0	2541.8105	2668.3250	2797.4577	2949.7360	3095.3114	3248.9511	3413.4828	3583.5652	3691.0188
36.5	2605.6961	2740.3796	2877.6813	3014.9831	3175.5350	3338.7052	3503.3417	3667.8733	3777.8404
37.0	2668.3250	2797.4577	2949.7360	3095.3114	3248.9511	3413.4828	3583.5652	3775.3269	3888.5406
37.5	2740.3796	2877.6813	3014.9831	3175.5350	3338.7052	3503.3417	3667.8733	3858.1687	3974.0007
38.0	2797.4577	2949.7360	3095.3114	3248.9511	3413.4828	3583.5652	3775.3269	3953.3688	4072.0285
38.5	2877.6813	3014.9831	3175.5350	3338.7052	3503.3417	3667.8733	3858.1687	4045.8459	4167.2286
39.0	2949.7360	3095.3114	3248.9511	3413.4828	3583.5652	3775.3269	3953.3688	4146.4920	4271.0166
39.5	3014.9831	3175.5350	3338.7052	3503.3417	3667.8733	3858.1687	4045.8459	4255.4117	4383.0783
40.0	3095.3114	3248.9511	3413.4828	3583.5652	3775.3269	3953.3688	4146.4920	4365.4835	4496.5015
40.5	3175.5350	3338.7052	3503.3417	3667.8733	3858.1687	4045.8459	4255.4117	4466.1296	4600.0800
41.0	3248.9511	3413.4828	3583.5652	3775.3269	3953.3688	4146.4920	4365.4835	4577.6676	4714.9694
41.5	3338.7052	3503.3417	3667.8733	3858.1687	4045.8459	4255.4117	4466.1296	4700.0976	4841.0650
42.0	3413.4828	3583.5652	3775.3269	3953.3688	4146.4920	4365.4835	4577.6676	4807.4465	4951.7652
42.5	3503.3417	3667.8733	3858.1687	4045.8459	4255.4117	4466.1296	4700.0976	4920.3460	5068.0161
43.0	3583.5652	3775.3269	3953.3688	4146.4920	4365.4835	4577.6676	4807.4465	5041.4145	5192.6454
43.5	3667.8733	3858.1687	4045.8459	4255.4117	4466.1296	4700.0976	4920.3460	5166.4628	5321.4640
44.0	3775.3269	3953.3688	4146.4920	4365.4835	4577.6676	4807.4465	5041.4145	5299.7848	5458.7658
44.5	3858.1687	4045.8459	4255.4117	4466.1296	4700.0976	4920.3460	5166.4628	5428.9175	5591.8783
45.0	3953.3688	4146.4920	4365.4835	4577.6676	4807.4465	5041.4145	5299.7848	5562.2395	5729.1800
45.5	4045.8459	4255.4117	4466.1296	4700.0976	4920.3460	5166.4628	5428.9175	5707.8150	5879.0495
46.0	4146.4920	4365.4835	4577.6676	4807.4465	5041.4145	5299.7848	5562.2395	5842.4985	6017.7127
46.5	4255.4117	4466.1296	4700.0976	4920.3460	5166.4628	5428.9175	5707.8150	5993.4152	6173.2376

RANGE	STEP A (1)	STEP B (2)	STEP C (3)	STEP D (4)	STEP E (5)	L-1 (11) 10Yr Longevity	L-2 (16) 15Yr Longevity	L-3 (20) 19Yr Longevity	L-4 (26) 25Yr Longevity
47.0	4365.4835	4577.6676	4807.4465	5041.4145	5299.7848	5562.2395	5842.4985	6134.9062	6318.9178
47.5	4466.1296	4700.0976	4920.3460	5166.4628	5428.9175	5707.8150	5993.4152	6289.9074	6478.5271
48.0	4577.6676	4807.4465	5041.4145	5299.7848	5562.2395	5842.4985	6134.9062	6439.4626	6632.6905
48.5	4700.0976	4920.3460	5166.4628	5428.9175	5707.8150	5993.4152	6289.9074	6602.6328	6800.6783
49.0	4807.4465	5041.4145	5299.7848	5562.2395	5842.4985	6134.9062	6439.4626	6758.9955	6961.7539
49.5	4920.3460	5166.4628	5428.9175	5707.8150	5993.4152	6289.9074	6602.6328	6927.7164	7135.5019
50.0	5041.4145	5299.7848	5562.2395	5842.4985	6134.9062	6439.4626	6758.9955	7092.2481	7305.0606
50.5	5166.4628	5428.9175	5707.8150	5993.4152	6289.9074	6602.6328	6927.7164	7274.4793	7492.7378
51.0	5299.7848	5562.2395	5842.4985	6134.9062	6439.4626	6758.9955	7092.2481	7451.2645	7674.8642
51.5	5428.9175	5707.8150	5993.4152	6289.9074	6602.6328	6927.7164	7274.4793	7636.2186	7865.3691
52.0	5562.2395	5842.4985	6134.9062	6439.4626	6758.9955	7092.2481	7451.2645	7825.2573	8060.0632
52.5	5707.8150	5993.4152	6289.9074	6602.6328	6927.7164	7274.4793	7636.2186	8021.1034	8261.7742
53.0	5842.4985	6134.9062	6439.4626	6758.9955	7092.2481	7451.2645	7825.2573	8222.2908	8469.1407
53.5	5993.4152	6289.9074	6602.6328	6927.7164	7274.4793	7636.2186	8021.1034	8429.0289	8681.9532
54.0	6134.9062	6439.4626	6758.9955	7092.2481	7451.2645	7825.2573	8222.2908	8630.4257	8889.2149
54.5	6289.9074	6602.6328	6927.7164	7274.4793	7636.2186	8021.1034	8429.0289	8849.3126	9114.9093
55.0	6439.4626	6758.9955	7092.2481	7451.2645	7825.2573	8222.2908	8630.4257	9080.5576	9352.9618
55.5	6602.6328	6927.7164	7274.4793	7636.2186	8021.1034	8429.0289	8849.3126	9292.7417	9571.4297
56.0	6758.9955	7092.2481	7451.2645	7825.2573	8222.2908	8630.4257	9080.5576	9530.5848	9816.6039
56.5	6927.7164	7274.4793	7636.2186	8021.1034	8429.0289	8849.3126	9292.7417	9756.4886	10049.1058
57.0	7092.2481	7451.2645	7825.2573	8222.2908	8630.4257	9080.5576	9530.5848	10009.4129	10309.6754
57.5	7274.4793	7636.2186	8021.1034	8429.0289	8849.3126	9292.7417	9756.4886	10256.8912	10564.5895
58.0	7451.2645	7825.2573	8222.2908	8630.4257	9080.5576	9530.5848	10009.4129	10513.9000	10829.4531
58.5	7636.2186	8021.1034	8429.0289	8849.3126	9292.7417	9756.4886	10256.8912	10769.5472	11092.7457
59.0	7825.2573	8222.2908	8630.4257	9080.5576	9530.5848	10009.4129	10513.9000	11044.3602	11375.6229
59.5	8021.1034	8429.0289	8849.3126	9292.7417	9756.4886	10256.8912	10769.5472	11320.3252	11659.9664
60.0	8222.2908	8630.4257	9080.5576	9530.5848	10009.4129	10513.9000	11044.3602	11603.2024	11951.4315

**KERN COMMUNITY COLLEGE DISTRICT
CLASSIFIED FLEXIBLE LIMITED BENEFIT HOURLY SALARY SCHEDULE
EFFECTIVE NOVEMBER 1, 2009**

Applicable to classified employees working flexible hours, paid on an hourly basis, and receiving only limited benefits

RANGE	STEP A (1)	STEP B (2)	STEP C (3)	STEP D (4)	STEP E (5)	L-1 (11) 10Yr Longevity	L-2 (16) 15Yr Longevity	L-3 (20) 19Yr Longevity	L-4 (26) 25Yr Longevity
25.5	8.7764	9.1947	9.6655	10.1466	10.7116	11.1927	11.8308	12.3643	12.7304
26.0	9.0065	9.4144	9.9375	10.3977	10.9207	11.5170	12.0505	12.6781	13.0547
26.5	9.1947	9.6655	10.1466	10.7116	11.1927	11.8308	12.3643	13.0128	13.4104
27.0	9.4144	9.9375	10.3977	10.9207	11.5170	12.0505	12.6781	13.3789	13.7660
27.5	9.6655	10.1466	10.7116	11.1927	11.8308	12.3643	13.0128	13.6719	14.0903
28.0	9.9375	10.3977	10.9207	11.5170	12.0505	12.6781	13.3789	14.0066	14.4355
28.5	10.1466	10.7116	11.1927	11.8308	12.3643	13.0128	13.6719	14.3308	14.7493
29.0	10.3977	10.9207	11.5170	12.0505	12.6781	13.3789	14.0066	14.6656	15.1049
29.5	10.7116	11.1927	11.8308	12.3643	13.0128	13.6719	14.3308	15.0422	15.4816
30.0	10.9207	11.5170	12.0505	12.6781	13.3789	14.0066	14.6656	15.3874	15.8581
30.5	11.1927	11.8308	12.3643	13.0128	13.6719	14.3308	15.0422	15.8058	16.2870
31.0	11.5170	12.0505	12.6781	13.3789	14.0066	14.6656	15.3874	16.1510	16.6218
31.5	11.8308	12.3643	13.0128	13.6719	14.3308	15.0422	15.8058	16.6008	17.1029
32.0	12.0505	12.6781	13.3789	14.0066	14.6656	15.3874	16.1510	17.0192	17.5318
32.5	12.3643	13.0128	13.6719	14.3308	15.0422	15.8058	16.6008	17.3958	17.9083
33.0	12.6781	13.3789	14.0066	14.6656	15.3874	16.1510	17.0192	17.8561	18.3896
33.5	13.0128	13.6719	14.3308	15.0422	15.8058	16.6008	17.3958	18.3268	18.8707
34.0	13.3789	14.0066	14.6656	15.3874	16.1510	17.0192	17.8561	18.7556	19.3101
34.5	13.6719	14.3308	15.0422	15.8058	16.6008	17.3958	18.3268	19.2578	19.8540
35.0	14.0066	14.6656	15.3874	16.1510	17.0192	17.8561	18.7556	19.6867	20.2725
35.5	14.3308	15.0422	15.8058	16.6008	17.3958	18.3268	19.2578	20.2097	20.8164
36.0	14.6656	15.3874	16.1510	17.0192	17.8561	18.7556	19.6867	20.6699	21.2871
36.5	15.0422	15.8058	16.6008	17.3958	18.3268	19.2578	20.2097	21.1616	21.7997
37.0	15.3874	16.1510	17.0192	17.8561	18.7556	19.6867	20.6699	21.7788	22.4273
37.5	15.8058	16.6008	17.3958	18.3268	19.2578	20.2097	21.1616	22.2599	22.9294
38.0	16.1510	17.0192	17.8561	18.7556	19.6867	20.6699	21.7788	22.8144	23.4943
38.5	16.6008	17.3958	18.3268	19.2578	20.2097	21.1616	22.2599	23.3374	24.0487
39.0	17.0192	17.8561	18.7556	19.6867	20.6699	21.7788	22.8144	23.9231	24.6449
39.5	17.3958	18.3268	19.2578	20.2097	21.1616	22.2599	23.3374	24.5404	25.2935
40.0	17.8561	18.7556	19.6867	20.6699	21.7788	22.8144	23.9231	25.1784	25.9525
40.5	18.3268	19.2578	20.2097	21.1616	22.2599	23.3374	24.5404	25.7537	26.5488
41.0	18.7556	19.6867	20.6699	21.7788	22.8144	23.9231	25.1784	26.4127	27.2077
41.5	19.2578	20.2097	21.1616	22.2599	23.3374	24.5404	25.7537	27.1240	27.9295
42.0	19.6867	20.6699	21.7788	22.8144	23.9231	25.1784	26.4127	27.7412	28.5676
42.5	20.2097	21.1616	22.2599	23.3374	24.5404	25.7537	27.1240	28.3898	29.2370
43.0	20.6699	21.7788	22.8144	23.9231	25.1784	26.4127	27.7412	29.0907	29.9484
43.5	21.1616	22.2599	23.3374	24.5404	25.7537	27.1240	28.3898	29.8124	30.7015

RANGE	STEP A (1)	STEP B (2)	STEP C (3)	STEP D (4)	STEP E (5)	L-1 (11) 10Yr Longevity	L-2 (16) 15Yr Longevity	L-3 (20) 19Yr Longevity	L-4 (26) 25Yr Longevity
44.0	21.7788	22.8144	23.9231	25.1784	26.4127	27.7412	29.0907	30.5656	31.4965
44.5	22.2599	23.3374	24.5404	25.7537	27.1240	28.3898	29.8124	31.3291	32.2602
45.0	22.8144	23.9231	25.1784	26.4127	27.7412	29.0907	30.5656	32.0928	33.0551
45.5	23.3374	24.5404	25.7537	27.1240	28.3898	29.8124	31.3291	32.9297	33.9129
46.0	23.9231	25.1784	26.4127	27.7412	29.0907	30.5656	32.0928	33.7037	34.7183
46.5	24.5404	25.7537	27.1240	28.3898	29.8124	31.3291	32.9297	34.5824	35.6285
47.0	25.1784	26.4127	27.7412	29.0907	30.5656	32.0928	33.7037	35.3879	36.4548
47.5	25.7537	27.1240	28.3898	29.8124	31.3291	32.9297	34.5824	36.2979	37.3754
48.0	26.4127	27.7412	29.0907	30.5656	32.0928	33.7037	35.3879	37.1452	38.2749
48.5	27.1240	28.3898	29.8124	31.3291	32.9297	34.5824	36.2979	38.0971	39.2373
49.0	27.7412	29.0907	30.5656	32.0928	33.7037	35.3879	37.1452	38.9967	40.1683
49.5	28.3898	29.8124	31.3291	32.9297	34.5824	36.2979	38.0971	39.9800	41.1725
50.0	29.0907	30.5656	32.0928	33.7037	35.3879	37.1452	38.9967	40.9110	42.1453
50.5	29.8124	31.3291	32.9297	34.5824	36.2979	38.0971	39.9800	41.9675	43.2332
51.0	30.5656	32.0928	33.7037	35.3879	37.1452	38.9967	40.9110	42.9926	44.2897
51.5	31.3291	32.9297	34.5824	36.2979	38.0971	39.9800	41.9675	44.0491	45.3881
52.0	32.0928	33.7037	35.3879	37.1452	38.9967	40.9110	42.9926	45.1475	46.4968
52.5	32.9297	34.5824	36.2979	38.0971	39.9800	41.9675	44.0491	46.2772	47.6580
53.0	33.7037	35.3879	37.1452	38.9967	40.9110	42.9926	45.1475	47.4383	48.8610
53.5	34.5824	36.2979	38.0971	39.9800	41.9675	44.0491	46.2772	48.6308	50.0849
54.0	35.3879	37.1452	38.9967	40.9110	42.9926	45.1475	47.4383	49.7919	51.2773
54.5	36.2979	38.0971	39.9800	41.9675	44.0491	46.2772	48.6308	51.0577	52.5849
55.0	37.1452	38.9967	40.9110	42.9926	45.1475	47.4383	49.7919	52.3966	53.9552
55.5	38.0971	39.9800	41.9675	44.0491	46.2772	48.6308	51.0577	53.6100	55.2209
56.0	38.9967	40.9110	42.9926	45.1475	47.4383	49.7919	52.3966	54.9804	56.6331
56.5	39.9800	41.9675	44.0491	46.2772	48.6308	51.0577	53.6100	56.2984	57.9720
57.0	40.9110	42.9926	45.1475	47.4383	49.7919	52.3966	54.9804	57.7419	59.4888
57.5	41.9675	44.0491	46.2772	48.6308	51.0577	53.6100	56.2984	59.1750	60.9428
58.0	42.9926	45.1475	47.4383	49.7919	52.3966	54.9804	57.7419	60.6604	62.4805
58.5	44.0491	46.2772	48.6308	51.0577	53.6100	56.2984	59.1750	62.1249	63.9973
59.0	45.1475	47.4383	49.7919	52.3966	54.9804	57.7419	60.6604	63.7149	65.6291
59.5	46.2772	48.6308	51.0577	53.6100	56.2984	59.1750	62.1249	65.3048	67.2715
60.0	47.4383	49.7919	52.3966	54.9804	57.7419	60.6604	63.7149	66.9367	68.9451

APPENDIX
C

STEPS TO REORGANIZATION

The following steps are for the purpose of clarifying how reorganizations within the Kern Community College District are proposed, reviewed, approved, and implemented.

1. When appropriate, the initiator (e.g., Vice President, Dean, Director) is strongly encouraged to seek departmental input prior to developing a reorganization plan.
2. The initiator will present a preliminary reorganization plan to the President/Chancellor for approval to proceed.
3. The initiator will develop a formal reorganization plan. Contents of the reorganization plan may include any of the following:
 - a. Proposed changes and rationale for change, overview, historical references, industry issues, legal issues, financial issues, service delivery, etc.
 - b. Current classified service positions affected (job titles, ranges, length of assignment, vacancies, etc.)
 - c. If applicable, the reorganization's impact on hours, wages, and working conditions
 - d. Anticipated effects of proposed changes
 - e. Budgetary considerations
 - f. Old and new department organizational charts
4. Notification is provided to CSEA and Human Resources, accompanied by the formal reorganization plan.
5. Within thirty (30) days, Human Resources will review affected positions and both Human Resources and CSEA will provide input to management.
6. A formal reorganization plan will be submitted to the Chancellor for final approval.

Steps to Reorganization (continued)

7. When the duties of a position in the bargaining unit have been changed due to redistribution of tasks and/or responsibilities that were approved by the College President or Chancellor, the Human Resources Officer shall review the affected positions within thirty (30) days of the reorganization.
 - a. The purpose of the Human Resources review is to determine if the duties are consistent with the current job classification, or if the duties have been changed, so as to have moved the position(s) into a new classification
 - b. The Human Resources Officer prepares a recommendation, which is forwarded to the Chancellor/designee
 - c. If the Chancellor determines that there is sufficient justification, then that recommendation is presented to the Board of Trustees
 - d. All reclassification changes as a result of the reorganization shall become effective the date that the reorganization is fully implemented
 - e. Employee(s) shall be moved to the step in the new classification corresponding to the step achieved in the old classification
 - f. Annual increment increases will be based on the original hire date
8. Implementation.

Approved June 2, 2004

APPENDIX
D

DISPLACEMENT CRITERIA
For use in determining Potential Options

Pre-A	Same service unit*	Same classification	Equal hours	Equal months
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A1	Same site	Same classification	Equal hours	Equal months
A2	Same site	Same classification	Closest hours	Closest months
A3	Same site	Classification within Job Family for which minimum qualifications are met	Equal hours	Equal months
A4	Same site	Classification within Job Family for which minimum qualifications are met	Closest hours	Closest months
A5	Same site	Classification previously held (within/outside of present Job Family)	Equal hours	Equal months
A6	Same site	Classification previously held (within/outside of present Job Family)	Closest hours	Closest months

B1	Site closest to present worksite	Same classification	Equal hours	Equal months
B2	Site closest to present worksite	Same classification	Closest hours	Closest months
B3	Site closest to present worksite	Classification within Job Family for which minimum qualifications are met	Equal hours	Equal months
B4	Site closest to present worksite	Classification within Job Family for which minimum qualifications are met	Closest hours	Closest months
B5	Site closest to present worksite	Classification previously held (within/outside of present Job Family)	Equal hours	Equal months
B6	Site closest to present worksite	Classification previously held (within/outside of present Job Family)	Closest hours	Closest months

C1	Next site closest to present worksite	Same classification	Equal hours	Equal months
C2	Next site closest to present worksite	Same classification	Closest hours	Closest months
C3	Next site closest to present worksite	Classification within Job Family for which minimum qualifications are met	Equal hours	Equal months
C4	Next site closest to present worksite	Classification within Job Family for which minimum qualifications are met	Closest hours	Closest months
C5	Next site closest to present worksite	Classification previously held (within/outside of present Job Family)	Equal hours	Equal months
C6	Next site closest to present worksite	Classification previously held (within/outside of present Job Family)	Closest hours	Closest months

thru I1-I6	Same as C1-C6
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*Service unit is defined by the organization chart, reporting relationship, service provided, and proximity.

NOTE ON TIE-BREAKING: The employee with the greater sum of the last four (4) digits of their social security number is deemed to be the more senior employee for purposes of displacement. Example: Employee "A" SSN xxx-xx-1234 sum = 10; Employee "B" SSN xxx-xx-2345 sum = 14. Employee "B" has the greater sum and is deemed the more senior employee.

APPENDIX
E

Excerpts from the Government Code

Section 1028. It shall be sufficient cause for the dismissal of any public employee when such public employee advocates or is knowingly a member of the Communist Party or of an organization which during the time of his membership he knows advocates overthrow of the **Government** of the United States or of any state by force or violence.

Excerpts from California Education Code

Section

20963.

A state, school, or school safety member, whose effective date of retirement is within four months of separation from employment with the employer subject to this section that granted the sick leave credit, shall be credited at his or her retirement with 0.004 year of service credit for each unused day of sick leave certified to the board by the employer. The certification shall report only those days of unused sick leave that were accrued by the member during the normal course of his or her employment and shall not include any additional days of sick leave reported for the purpose of increasing the member's retirement benefit. Reports of unused days of sick leave shall be subject to audit and retirement benefits may be adjusted where improper reporting is found.

Until receipt of certification from an employer concerning unused sick leave, the board may pay an estimated allowance pursuant to this section. At the time of receipt of the certification, the allowance shall be adjusted to reflect any necessary changes.

Notwithstanding any other provisions of this part, this section shall not apply to local members other than local miscellaneous members employed before July 1, 1980, by a school district that is a contracting agency or those school safety members employed before July 1, 1980, by a contracting agency that is a school district or community college district, as defined in subdivision (i) of Section 20057.

This section shall not be applicable to (a) any person who becomes a school member on and after July 1, 1980, and any person who becomes a local member employed, on and after July 1, 1980, by a school district that is a contracting agency whether or not the person was ever a school member or local member prior to that date, or (b) a state employee, with respect to sick leave credits earned as a state member under Section 21353.5, except that the member shall be entitled to receive credit under this section for the sick leave he or she has earned as a state member subject to any other retirement formula, provided the member has a sick leave credit balance remaining at the time of retirement.

Excerpts from California Education Code—Section 20963 (continued)

For the purposes of this section, sick leave benefits provided to state employees pursuant to the state sick leave system shall be construed to mean compensation paid to employees on approved leaves of absence on account of sickness.

Section

70901.2.

- (a) Notwithstanding any other provision of law, when a classified staff representative is to serve on a college or district task force, committee, or other governance group, the exclusive representative of classified employees of that college or district shall appoint the representative for the respective bargaining unit members. The exclusive representative of the classified employees and the local governing board may mutually agree to an alternative appointment process through a memorandum of understanding. A local governing board may consult with other organizations of classified employees on shared governance issues that are outside the scope of bargaining. These organizations shall not receive release time, rights, or representation on shared governance task forces, committees, or other governance groups exceeding that offered to the exclusive representative of classified employees.

Section

70902.

- (a) Every community college district shall be under the control of a board of trustees, which is referred to herein as the "governing board." The governing board of each community college district shall establish, maintain, operate, and govern one or more community colleges in accordance with law. In so doing, the governing board may initiate and carry on any program, activity, or may otherwise act in any manner that is not in conflict with or inconsistent with, or preempted by, any law and that is not in conflict with the purposes for which community college districts are established.

The governing board of each community college district shall establish rules and regulations not inconsistent with the regulations of the board of governors and the laws of this state for the government and operation of one or more community colleges in the district.

Excerpts from California Education Code—Section 70902 (continued)

- (b) In furtherance of the provisions of subdivision (a), the governing board of each community college district shall do all of the following:
 - (1) Establish policies for, and approve, current and long-range academic and facilities plans and programs and promote orderly growth and development of the community colleges within the district. In so doing, the governing board shall, as required by law, establish policies for, develop, and approve, comprehensive plans. The governing board shall submit the comprehensive plans to the board of governors for review and approval.
 - (2) Establish policies for and approve courses of instruction and educational programs. The educational programs shall be submitted to the board of governors for approval. Courses of instruction that are not offered in approved educational programs shall be submitted to the board of governors for approval. The governing board shall establish policies for, and approve, individual courses that are offered in approved educational programs without referral to the board of governors.
 - (3) Establish academic standards, probation and dismissal and readmission policies, and graduation requirements not inconsistent with the minimum standards adopted by the board of governors.
 - (4) Employ and assign all personnel not inconsistent with the minimum standards adopted by the board of governors and establish employment practices, salaries, and benefits for all employees not inconsistent with the laws of this state.
 - (5) To the extent authorized by law, determine and control the district's operational and capital outlay budgets. The district governing board shall determine the need for elections for override tax levies and bond measures and request that those elections be called.

Excerpts from California Education Code—Section 70902 (continued)

- (6) Manage and control district property. The governing board may contract for the procurement of goods and services as authorized by law.
- (7) Establish procedures not inconsistent with minimum standards established by the board of governors to ensure faculty, staff, and students the opportunity to express their opinions at the campus level and to ensure that these opinions are given every reasonable consideration, and the right to participate effectively in district and college governance, and the right of academic senates to assume primary responsibility for making recommendations in the areas of curriculum and academic standards.
- (8) Establish rules and regulations governing student conduct.
- (9) Establish student fees as it is required to establish by law, and, in its discretion, fees as it is authorized to establish by law.
- (10) In its discretion, receive and administer gifts, grants, and scholarships.
- (11) Provide auxiliary services as deemed necessary to achieve the purposes of the community college.
- (12) Within the framework provided by law, determine the district's academic calendar, including the holidays it will observe.
- (13) Hold and convey property for the use and benefit of the district. The governing board may acquire by eminent domain any property necessary to carry out the powers or functions of the district.
- (14) Participate in the consultation process established by the board of governors for the development and review of policy proposals.

Excerpts from California Education Code—Section 70902 (continued)

- (c) In carrying out the powers and duties specified in subdivision (b) or other provisions of statute, the governing board of each community college district shall have full authority to adopt rules and regulations, not inconsistent with the regulations of the board of governors and the laws of this state, that are necessary and proper to executing these prescribed functions.
- (d) Wherever in this section or any other statute a power is vested in the governing board, the governing board of a community college district, by majority vote, may adopt a rule delegating the power to the district's chief executive officer or any other employee or committee as the governing board may designate; provided, however, that the governing board shall not delegate any power that is expressly made nondelegable by statute. Any rule delegating authority shall prescribe the limits of the delegation.

**Section
79020.**

Except as otherwise provided the community colleges shall continue in session or close on specified holidays as follows:

- (a) The community colleges shall close on January 1st, the third Monday in January, commencing in the 1989-90 fiscal year, known as "Dr. Martin Luther King, Jr. Day," February 12th known as "Lincoln Day," the third Monday in February known as "Washington Day," the last Monday in May known as "Memorial Day," July 4th, the first Monday in September known as "Labor Day," November 11th known as "Veterans Day," that Thursday in November proclaimed by the President as "Thanksgiving Day," and December 25
- (b) Any contractual provision between any community college district and its employees in effect on the effective date of the act that adds this subdivision shall prevail over any conflict regarding Dr. Martin Luther King, Jr. Day until the termination date of the contract or upon termination by mutual agreement of the parties, whichever occurs first.

Excerpts from California Education Code—Section 79020 (continued)

- (c) The Governor in appointing any other day for a public fast, thanksgiving, or holiday may provide whether the community colleges shall close on the day. If the Governor does not provide whether the community colleges shall close, they shall continue in session on all special or limited holidays appointed by the Governor, but shall close on all other days appointed by the Governor for a public fast, thanksgiving, or holiday.
- (d) The community colleges shall close on every day appointed by the President as a public fast, thanksgiving, or holiday, unless it is a special or limited holiday.
- (e) The community colleges shall continue in session on all legal holidays other than those designated by or pursuant to this section, and shall hold proper exercises commemorating the day.
- (f) When any of the holidays on which the schools would be closed fall on Sunday, the community colleges shall close on the Monday following, except that (1) if Lincoln Day falls on a Sunday, the community colleges may observe this holiday on the preceding or following Friday, the following Monday, or the following Tuesday, and maintain classes on the date specified in subdivision (a) where applicable, or (2) if Lincoln Day falls on a Monday, the community colleges may observe this holiday on the preceding or following Friday, that Monday, or the following Tuesday, and maintain classes on the date specified in subdivision (a) where applicable.
- (g) When any of the holidays on which the schools would be closed, except Lincoln Day, fall on Saturday, the community colleges shall close on the preceding Friday, and that Friday shall be declared a state holiday.
- (h) If any holiday on which the community colleges are required to close pursuant to subdivision (a) occurs under federal law on a date different than the date specified in subdivision (a), the governing board of any community college district may close the community colleges of the district on the date recognized by federal law and maintain classes on the date specified in subdivision (a).

Excerpts from California Education Code—Section 79020 (continued)

- (i) When Veterans Day would fall on Tuesday, the governing board of a community college district may close the colleges on the preceding Monday, and maintain classes on the date specified in subdivision (a). When Veterans Day would fall on Wednesday, the governing board of a community college district may close the colleges on either the preceding Monday or the following Friday, and maintain classes on the date specified in subdivision (a). When Veterans Day would fall on Thursday, the governing board of a community college district may close the colleges on the following Friday, and maintain classes on the date specified in subdivision (a).
- (j) When Lincoln Day would fall on Tuesday, the governing board of a community college district may close the colleges on the preceding Monday, the preceding Friday, or the following Friday, and maintain classes on the date specified in subdivision (a) where appropriate. When Lincoln Day would fall on Wednesday, the governing board of a community college district may close the colleges on the preceding Monday, the preceding Friday, or the following Friday, and maintain classes on the date specified in subdivision (a). When Lincoln Day would fall on Thursday, the governing board of a community college district may close the colleges on the preceding Friday or the following Friday, and maintain classes on the date specified in subdivision (a). When Lincoln Day falls on Saturday, the governing board of a community college district may close the colleges on the preceding Friday or the following Friday, and maintain classes on the date specified in subdivision (a) where appropriate.
- (k) In addition to the holidays specified in subdivision (a), a community college may close on March 31 known as "Cesar Chavez Day" if the governing board, pursuant to a memorandum of understanding reached pursuant to Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government **Code**, agrees to close the community college for that purpose.

Excerpts from California Education Code—Section 79020 (continued)

- (l) In addition to the holidays specified in subdivision (a), a community college may close on the fourth Friday in September known as "Native American Day" if the governing board, pursuant to a memorandum of understanding reached pursuant to Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government **Code**, agrees to close the community college for that purpose.
- (m) Nothing in this section is to be interpreted as authorizing a community college district governing board to maintain community colleges in its district for a lesser number of days during the college year than the minimum established by law.

**Section
79021.**

Notwithstanding any other provision of this article, whenever the Governor appoints any other day as a holiday and does not provide for the closing of the community colleges, but the community colleges do close, the closing shall be deemed a closing for a holiday declared by the governing board.

**Section
88001.**

As used in this chapter the following terms mean:

- (a) "Classification" means 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 each such position, and the regular monthly salary ranges for each such position.
- (b) "Permanent," as used in the phrase "permanent employee," includes tenure in the classification in which the employee passed the required probationary period and includes all of the incidents of that classification.

Excerpts from California Education Code—Section 88001 (continued)

- (c) "Regular," as used in the phrase "regular classified employee," or any similar phrase, refers to a classified employee who has probationary or permanent status.
- (d) "Demotion" means assignment to an inferior position or status without the employee's written voluntary consent.
- (e) "Disciplinary action" includes any action whereby an employee is deprived of any classification or any incident of any classification in which he or she has permanence, including dismissal, suspension, demotion, or any reassignment, without his or her voluntary consent, except a layoff for lack of work or lack of funds.
- (f) "Reclassification" means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in that position.
- (g) "Layoff for lack of funds or layoff for lack of work" includes any reduction in hours of employment or assignment to a class or grade lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff.
- (h) "Cause," relating to disciplinary actions against classified employees, means those grounds for discipline or offenses enumerated in the law or the written rules of a community college employer. No disciplinary action may be maintained for any "cause" other than as defined herein.

This section shall not apply to districts to which Article 3 (commencing with Section 88060) is applicable.

This section shall not apply to any district which, during the 1973-74 college year, had an average daily attendance of 100,000 or more.

Excerpts from California Education Code (continued)

Section

88003.

The governing board of any community college district shall employ persons for positions that are not academic positions. The governing board, except where Article 3 (commencing with Section 88060) or Section 88137 applies, shall classify all those employees and positions. The employees and positions shall be known as the classified service. Substitute and short-term employees, employed and paid for less than 75 percent of a college year, shall not be a part of the classified service. Part-time playground positions, apprentices and professional experts employed on a temporary basis for a specific project, regardless of length of employment, shall not be a part of the classified service. Full-time students employed part time, and part-time students employed part time in any college work-study program, or in a work experience **education** program conducted by a community college district and which is financed by state or federal funds, shall not be a part of the classified service. Unless otherwise permitted, a person whose position does not require certification qualifications shall not be employed by a governing board, except as authorized by this section.

"Substitute employee," as used in this section, means any person employed to replace any classified employee who is temporarily absent from duty. In addition, if the district is then engaged in a procedure to hire a permanent employee to fill a vacancy in any classified position, the governing board may fill the vacancy through the employment, for not more than 60 calendar days, of one or more substitute employees, except to the extent that a collective bargaining agreement then in effect provides for a different period of time.

"Short-term employee," as used in this section, means 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. 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 subdivision (a) of Section 88001, 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 of a school year.

Excerpts from California Education Code—Section 88003 (continued)

"Seventy-five percent 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.

Employment of either full-time or part-time students in any college work-study program, or in a work experience **education** program shall not result in the displacement of classified personnel or impair existing contracts for services.

This section shall apply only to districts not incorporating the merit system as outlined in Article 3 (commencing with Section 88060).

**Section
88003.1**

- (a) Notwithstanding any other provision of this chapter, personal services contracting for all services currently or customarily performed by classified school employees to achieve cost savings is permissible, unless otherwise prohibited, when all the following conditions are met:
 - (1) The governing board or contracting agency clearly demonstrates that the proposed contract will result in actual overall cost savings to the community college district, provided that:
 - (A) In comparing costs, there shall be included the community college district's additional cost of providing the same service as proposed by a contractor. These additional costs shall include the salaries and benefits of additional staff that would be needed and the cost of additional space, equipment, and materials needed to perform the function.
 - (B) In comparing costs, there shall not be included the community college district's indirect overhead costs unless these costs can be attributed solely to the function in question and would not exist if that function was not performed by the community college district. Indirect overhead costs shall mean the pro rata share of existing

administrative salaries and benefits, rent, equipment costs, utilities, and materials.

- (C) In comparing costs, there shall be included in the cost of a contractor providing a service any continuing community college district costs that would be directly associated with the contracted function. These continuing community college district costs shall include, but not be limited to, those for inspection, supervision, and monitoring.
- (2) Proposals to contract out work shall not be approved solely on the basis that savings will result from lower contractor pay rates or benefits. Proposals to contract out work shall be eligible for approval if the contractors wages are at the industry's level and do not undercut community college district pay rates.
- (3) The contract does not cause the displacement of community college district employees. The term "displacement" includes layoff, demotion, involuntary transfer to a new classification, involuntary transfer to a new location requiring a change of residence, and time base reductions. Displacement does not include changes in shifts or days off, nor does it include reassignment to other positions within the same classification and general location or employment with the contractor, so long as wages and benefits are comparable to those paid by the school district.
- (4) The savings shall be large enough to ensure that they will not be eliminated by private sector and community college district cost fluctuations that could normally be expected during the contracting period.
- (5) The amount of savings clearly justify the size and duration of the contracting agreement.
- (6) The contract is awarded through a publicized, competitive bidding process.

Excerpts from California Education Code—Section 88003.1 (continued)

- (7) The contract includes specific provisions pertaining to the qualifications of the staff that will perform the work under the contract, as well as assurance that the contractor's hiring practices meet applicable nondiscrimination standards.
 - (8) The potential for future economic risk to the community college district from potential contractor rate increases is minimal.
 - (9) The contract is with a firm. A "firm" means a corporation, limited liability corporation, partnership, nonprofit organization, or sole proprietorship.
 - (10) The potential economic advantage of contracting is not outweighed by the public's interest in having a particular function performed directly by the community college district.
- (b) Notwithstanding any other provision of this chapter, personal services contracting shall also be permissible when any of the following conditions can be met:
- (1) The contract is for new community college district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
 - (2) The services contracted are not available within community college districts, cannot be performed satisfactorily by community college district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the community college district.
 - (3) The services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements," shall include, but not be limited to, agreements to service or maintain

Excerpts from California Education Code—Section 88003.1 (continued)

office equipment or computers that are leased or rented.

- (4) The policy, administrative, or legal goals and purposes of the community college district cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary hiring process. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.
- (5) The nature of the work is such that the criteria for emergency appointments apply. "Emergency appointment" means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work. The method of selection and the qualification standards for an emergency employee shall be determined by the community college district. The frequency of appointment, length of employment, and the circumstances appropriate for the appointment of firms or individuals under emergency appointments shall be restricted so as to prevent the use of emergency appointments to circumvent the regular or ordinary hiring process.
- (6) The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the community college district in the location where the services are to be performed.

Excerpts from California Education Code—Section 88003.1 (continued)

- (7) The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the community college district's regular or ordinary hiring process would frustrate their very purpose.
- (c) This section shall apply to all community colleges, including community college districts that have adopted the merit system.
- (d) This section shall apply to personal service contracts entered into after January 1, 2003. This section shall not apply to the renewal of personal services contracts subsequent to January 1, 2003, where the contract was entered into before January 1, 2003, irrespective of whether the contract is renewed or rebid with the existing contractor or with a new contractor.

**Section
88010.**

Classified employees shall not be required to perform duties that are not fixed and prescribed for the position by the governing board in accordance with Section 88009, unless the duties reasonably relate to those fixed for the position by the board, for any period of time that exceeds five working days within a 15-calendar-day period except as authorized herein.

An employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than five working days if his or her salary is adjusted upward for the entire period he or she is required to work out of classification and in amounts that will reasonably reflect the duties required to be performed outside his or her normal assigned duties.

Notwithstanding this section, a personnel commission and governing board, or a governing board in a nonmerit system district, by written rule, may provide for an upward salary adjustment for any classified employee required to work out of classification for any period of time less than that required herein.

Excerpts from California Education Code—Section 88010 (continued)

It is the intent of this section to permit community college districts to temporarily work employees outside of their normal duties but in so doing to require that some additional compensation be provided the employee during such temporary assignments.

This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 3 (commencing with Section 88060).

Section 88022.

No person shall be employed or retained in employment by a community college district who has been convicted of any sex offense as defined in Section 87010 or controlled substance offense as defined in Section 87011. If, however, any such conviction is reversed and the person is acquitted of the offense in a new trial or the charges against him or her are dismissed, this section does not prohibit his or her employment thereafter.

Further, the governing board of a community college district may employ a person convicted of a controlled substance offense if the governing board of the district determines, from the evidence presented, that the person has been rehabilitated for at least five years.

The governing board shall determine the type and manner of presentation of the evidence, and the determination of the governing board as to whether or not the person has been rehabilitated is final.

Section 88076.

- (a) The commission shall classify all employees and positions within the jurisdiction of the governing board or of the commission, except those which are exempt from the classified service, as specified in subdivision (b). The employees and positions shall be known as the classified service. "To classify" shall include, but not be limited to, allocating positions to appropriate classes, arranging classes into occupational hierarchies, determining reasonable relationships within occupational hierarchies, and preparing written class specifications.

Excerpts from California Education Code—Section 88076 (continued)

- (b) The following positions and employees are exempt from the classified service:
- (1) Academic positions.
 - (2) Part-time playground positions.
 - (3) Full-time students employed part time.
 - (4) Part-time students employed part time in any college work-study program or in a work experience **education** program conducted by a community college which is financed by state or federal funds.
 - (5) Apprentice positions.
 - (6) Positions established for the employment of professional experts on a temporary basis for a specific project by the governing board or by the commission when so designated by the commission.

Employment of either full-time or part-time students in any college work-study program, or in a work experience **education** program shall not result in the displacement of classified personnel or impair existing contracts for services.

However, nothing in this section shall prevent an employee, who has attained regular status in a full-time position, from taking a voluntary reduction in time and retaining his or her regular status under the provisions of this law.

No person whose contribution consists solely in the rendition of individual personal services and whose employment does not come within the scope of the exceptions listed above shall be employed outside the classified service.

A part-time position is one for which the assigned time, when computed on an hourly, daily, weekly, or monthly basis, is less than 87-1/2 percent of the normally assigned time of the majority of employees in the classified service.

Excerpts from California Education Code (continued)

Section

87009. A plea or verdict of guilty or a finding of guilt by a court in a trial without a jury is deemed to be a conviction within the meaning of Sections 87405 and 88022 of this **code**, irrespective of a subsequent order under the provisions of Section 1203.4 of the Penal **Code** allowing the withdrawal of the plea of guilty and entering a plea of not guilty, or setting aside the verdict of guilty, or dismissing the accusations or information. The record of the conviction of a sex offense as defined in Section 87010 or of a controlled substance offense defined in Section 87011 shall be sufficient proof of conviction of a crime involving moral turpitude for the purposes of Sections 87667 and 87732 relating to the dismissal of permanent employees.

Section

87010. "Sex offense," as used in Sections 87405, 88022, and 88123, means any one or more of the offenses listed below:

- (a) Any offense defined in Section 261.5, 266, 267, 285, 286, 288, 288a, 647.6, or former Section 647a, paragraph (2) or (3) of subdivision (a) of Section 261, paragraph (1) or (2) of subdivision (a) of Section 262, or subdivision (a) or (d) of Section 647 of the Penal **Code**.
- (b) Any offense defined in former subdivision 5 of former Section 647 of the Penal **Code** repealed by Chapter 560 of the Statutes of 1961, or any offense defined in former subdivision 2 of former Section 311 of the Penal **Code** repealed by Chapter 2147 of the Statutes of 1961, if the offense defined in those sections was committed prior to September 15, 1961, to the same extent that such an offense committed prior to that date was a sex offense for the purposes of this section prior to September 15, 1961.
- (c) Any offense defined in Section 314 of the Penal **Code** committed on or after September 15, 1961.

Excerpts from California Education Code—Section 87010 (continued)

- (d) Any offense defined in former subdivision 1 of former Section 311 of the Penal **Code** repealed by Chapter 2147 of the Statutes of 1961 committed on or after September 7, 1955, and prior to September 15, 1961.
- (e) Any offense involving lewd and lascivious conduct under Section 272 of the Penal **Code** committed on or after September 15, 1961.
- (f) Any offense involving lewd and lascivious conduct under former Section 702 of the Welfare and Institutions **Code** repealed by Chapter 1616 of the Statutes of 1961, if the offense was committed prior to September 15, 1961, to the same extent that such an offense committed prior to that date was a sex offense for the purposes of this section prior to September 15, 1961.
- (g) Any offense defined in Section 286 or 288a of the Penal **Code** prior to the effective date of the amendment of either section enacted at the 1975-76 Regular Session of the Legislature committed prior to the effective date of the amendment.
- (h) Any attempt to commit any of the above-mentioned offenses.
- (i) Any offense committed or attempted in any other state that, if committed or attempted in this state, would have been punishable as one or more of the above-mentioned offenses.

Excerpts from California Education Code (continued)

Section

88026.

The workweek of a classified employee, as defined in Section 88033 or Section 88076, shall be 40 hours. The workday shall be eight hours. These provisions do not restrict the extension of a regular workday or workweek on an overtime basis when such is necessary to carry on the business of the district. Nothing in this section shall be deemed to bar the district from establishing a workday of less than eight hours or a workweek of less than 40 hours for all or any of its classified positions.

Notwithstanding the provisions of this section and Section 88027, a governing board may, with the approval of the personnel commission, where applicable, exempt specific classes of positions from compensation for overtime in excess of eight hours in one day, provided that hours worked in excess of 40 in a calendar week shall be compensated on an overtime basis. Such exemption shall be applied only to those classes which the governing board and personnel commission, where applicable, specifically find to be subject to fluctuations in daily working hours not susceptible to administrative control, such as security patrol and recreation classes, but shall not include food-service and transportation classes.

This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 3 (commencing with Section 88060) of this chapter.

Section

88040.

(a) (1) Notwithstanding Section 88026, the governing board of a community college district may establish the workday and workweek schedules of classified employees with the concurrence of the employee organization, or in the absence of an employee organization, the concurrence of the affected employee.

Excerpts from California Education Code (continued)

Section

88168. Upon initial employment and upon each change in classification thereafter, each classified employee shall be furnished two copies of his or her class specification, salary data, assignment or work location, together with duty hours and the prescribed workweek. The salary data shall include the annual, monthly or pay period, daily, hourly, overtime and differential rate of compensation, whichever are applicable. One copy shall be retained by the employee and the other copy shall be signed and dated by the employee and returned to his or her supervisor.

This section shall not apply to short-term, limited-term, or provisional employees, as those terms are defined in this chapter.

This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 3 (commencing with Section 88060).

APPENDIX
F

TENTATIVE AGREEMENT
Reached on November 10, 2011
By and Between
KERN COMMUNITY COLLEGE DISTRICT
and the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTERS 246, 336 and 617

Except as indicated below, the provisions contained in the 2009-2011 Agreement will remain unchanged.

The Kern Community College District ("District") and the California School Employees Association Chapters 246, 336 and 617 ("CSEA"), hereby agree to the following changes to the 2009-11 Agreement:

Article 9G -Classified Compensation

9G1 The 2008-2009 salary schedule for all ranges and positions is attached in Appendix "B" and incorporated by a reference herein. ~~There will be no changes to the salary schedule during the 2009-2010 and 2010-2011 fiscal years.~~ If the wage/class study (referenced in Section 9M6A3) is not implemented in the 2012-2013 fiscal year, and in the event of a funded State COLA that year, CSEA retains the right to reopen negotiations on the subject of salaries. Also, in the event of a funded State COLA in the 2013-2014 fiscal year, CSEA retains the right to reopen negotiations on the subject of salaries.

9G2A1 Beginning July 1, ~~2004~~ 2012, the District will modify ~~shorten~~ the operational calendar by ~~two~~ ~~(2)~~ one (1) working ~~weeks~~ week to be applied as follows: [Added November 10, 2011]

- ~~The District will close operations following the close of business on the Friday preceding the week in which the Christmas holiday is recognized, and will reopen for operation on the Monday or Tuesday immediately following the recognized New Year's Day holiday. The District will maintain the time between Christmas and New Year's Day as a closure (ie., District will close operations from the last working day preceding Christmas and will reopen for operation on the next working day following the recognized New Year's Day holiday); in recognition of the Association's agreement to this change, District will provide two (2) additional floating holidays. [Section 9J4 has been amended to incorporate these changes]~~

9G11A Bargaining unit members shall be allowed to participate in projects ~~to be~~ funded from AB 1725 staff development funds, carried over from prior years until such funds are exhausted. Upon exhaustion of such funds this program will cease, provided however if the State restores funding to the program, the District will restore the program, including the staff development advisory committee set forth in the 2009-11 Agreement. ~~Classified employees shall be encouraged to apply for funds. At each College campus, the Classified bargaining unit shall be offered seats on the AB 1725 Staff Development Advisory Committee. Release time shall be granted for attendance at the Advisory Committee meetings.~~

9G12 ~~The District will waive all course fees at any of the District's three (3) Colleges for employees.~~
(Effective Spring 2012)

9G13B1 The program allows for a maximum of one-half (1/2) hour for four-days-per-week staff time to be given for classified. The supervisor must approve the schedule. ~~The District will waive the enrollment fee and the assessment fee, if applicable. In addition, this authorization waives the course repetition limits for employees enrolled in the program. (Effective Spring 2012)~~

Article 9H – Fringe Benefits

9H2A The District Health and Welfare Benefits Program shall consist of the plans and coverage summarized in this provision. The parties agree that insurance coverage may be modified by negotiations as a means to maintain acceptable premium costs. *(Revised February 11, 2010)*

- A Blue Cross health plan, Prudent Buyer Option 1, \$200/\$400 deductible, administered by Self-Insured Schools of California (SISC) which includes a Prudent Buyer Hospital Plan and Professional Plan, as modified by the following plan adjustment (effective February 1, 2012 or as soon thereafter as is practical):
 - 1) Emergency room co-pays (\$50);
- A dental plan (Delta Incentive or Delta Preferred Option) administered by SISC or for the Pacific Union Dental Plan.
- For the unit member only, a fifty thousand dollar (\$50,000) term life insurance plan. The employee has an option of additional coverage at his/her expense within the limits of the plan.
- A behavioral health plan administered by SISC, which covers mental, nervous and substance disorders, and includes an employee assistance program. *(Revised January 26, 2006)*
- A vision plan administered by SISC. *(Added June 2, 2004)*

9H2B The District will ~~provide full premium cost~~ pay up to \$1158.50/month for medical, dental and vision insurance premiums for the employee and eligible dependents and the premium for the life insurance plan for the employee only. In addition, the District will pay the premium for a long-term disability plan for the employee. A unit member is eligible for the long-term disability plan after serving the District for three years.

Effective October 2012, the District's maximum contribution will be increased by the lesser of the following;

- 1) The annual SISC recommendation of premiums for the medical insurance; or
- 2) The higher of the following two factors:
 - a. The percentage increase to the CPI (U.S. Cities Average) for the 12 months ending July of the applicable year; or
 - b. The percentage increase to the funded State COLA.

The same process will be used in October 2013 to determine the increase to the District's maximum contribution. Employees will be responsible for any excess premium costs. However, if there are medical reserves in excess of the actuarial recommended amount of 32.5% of prior year health claims, pharmacy rebates and ASO costs, such excess reserve will be used (on a District-wide basis) as a rate stabilization fund so that such excess reserves are scheduled to be used prior to any out-of-pocket contributions are required to be made by employees.

Prior to the imposition of any out-of-pocket contribution, and upon request of CSEA, the parties agree to negotiate potential plan modifications to avoid/reduce such out-of-pocket costs.

9H2D For the term of this Agreement, the District shall consult with the Association in the matter of the carrier and administration. There will be no change in provider (carrier), plan design or benefits without notice to the Association and an opportunity to negotiate (if so requested).

9H2D1 ~~There shall be no District proposal to the Board of Trustees for a change in providers without prior notice to the Association and opportunity to consult.~~(Revised February 11, 2010)

Article 9J - Holidays

9J4 One (1) additional holiday designated as a Floating Holiday shall be granted each employee in the classified service on a date selected by the employee and scheduled in advance with the concurrence of the supervisor. Effective July 1, 2012 the Floating holidays will be increased to a total of three (3) per year.

Article 9L - Absences and Leaves

9L4A Each classified service employee shall be granted five (5) days with pay for bereavement, funeral arrangement, and/or funeral attendance in the event of the death of a member of the employee's immediate family. Members of the immediate family mean the employee's:

Article 9M-Employment Policies

9M3A Permanent employees will be evaluated annually, normally within one (1) month of ~~one (1) month following the employee's anniversary date with the District birthday,~~ by the immediate supervisor and/or appropriate management personnel. No bargaining unit employee's performance shall be evaluated formally by another bargaining unit employee.

9M5B1 Employees will be notified of existing vacancies through the posting process and must adhere to the posted time lines to be considered. ~~Positions must be posted in-house. The filing period will be five (5) working days. In-house applicants who meet the minimum qualifications for the position will be granted an interview prior to posting the position to outside applicants.~~ Vacancies will be posted to employees and outside applicants simultaneously unless the vacancy falls under the exceptions listed in Title V regulations, section 53021. In-house applicants who meet the minimum qualifications for the position will be granted an interview.

Article 9T-Term

9T1 This Agreement shall take effect as of July 1, 2011 and shall remain in effect through June 30, 2014. ~~During the term of this Agreement, the exclusive bargaining representative expressly waives and relinquishes the right to meet and negotiate and agrees that the district shall not be~~

obligated to meet and negotiate with respect to any subject so matter incorporated herein as a part
of this Agreement.

923 All provisions of this Agreement shall continue in effect from July 1, 2009 through June 30,
2011.

FOR THE DISTRICT:

Abe Ali
Abe Ali, Vice Chancellor - HR
Bruce Barsook
Bruce Barsook, Chief Negotiator

FOR CSEA:

Cynthia Munoz
Cynthia Munoz, Chapter 336

Victoria Coltes
Victoria Coltes, Chapter 336

William D. Smith
William D. Smith, Chapter 336

Baldomero Garcia
Baldomero Garcia, Chapter 246

Carlos Natera
Carlos Natera, Chapter 246

Tina Tuttle
Tina Tuttle, Chapter 617

Michael Barrett
Michael Barrett, Chapter 617

Nancy Vogel
Nancy Vogel, CSEA Labor Representative
Chapter 336

Bob Baker
Bob Baker, CSEA Labor Representative
Chapter 246

Michael Branham
Michael Branham, CSEA Labor Representative
Chapter 617