

# CSEA

# CONTRACT

**JANUARY 1, 2020 – DECEMBER 31, 2022**

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Between Marin Community College District and The California School Employees Association  
**CHAPTER 196**



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## **AGREEMENT**

This Agreement entered into this 10<sup>th</sup> day of **March** of the year 2020 by and between the **MARIN COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "**District**," and **CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION** and its **Chapter #196**, hereinafter referred to as "**CSEA**".

## ARTICLE 1

### RECOGNITION

1. The District recognizes CSEA as exclusive representative for the employees in the office-clerical and technical/quasi-professional unit excluding all confidential employees, skilled trades and operations employees, supervisory employees, and management employees. CSEA acknowledges that the determining of management, confidential or supervisory positions are within the purview of the District. The District will send copies of any new job description deemed management, confidential or supervisory to the CSEA Chapter President or designee, at least one (1) week prior to the first Board of Trustees meeting where it is on the agenda. Disputed cases, if not resolved informally between the parties, may be submitted to PERB for resolution.
2. The Unit consists of employees in the classifications shown in the attached Salary Schedules including Human Resources Technician, and excluding positions within classifications which have been designated as confidential.
3. This Agreement applies only to employees in the above-described representation unit.]
4. The Unit as recognized by the District may be modified by (1) mutual agreement of the parties or (2) by decision rendered by the Public Employment Relations Board on any contested positions.
5. The District shall provide, upon request, CSEA with a list of individuals performing CSEA bargaining unit work including but not limited to temporary/short term positions throughout the District to ensure compliance with the Education Code.

## ARTICLE 2

### ASSOCIATION RIGHTS

1. The CSEA shall have the right of access at reasonable times to areas in which employees work provided such access does not interfere with the normal work process.
2. The District agrees to provide release time to designated members of the bargaining unit to participate in negotiations and the processing of grievances as required by the EERA. Further, the District will provide release time of no more than sixteen (16) hours a month in total for members of the unit, designated by the Association for labor relations activities (other than grievance administration and negotiations). Any additional release time will be provided upon mutual agreement of CSEA and Human Resources.
3. The District agrees to provide release time of a total of forty-eight (48) hours per year. This will be used by CSEA members who are appointed to State CSEA Committees to attend State Committee meetings. This Section 3 does not affect provisions of Section 2 above.
4. Up to a maximum of two (2) CSEA chapter delegates shall be granted release time to attend the CSEA annual conference, not to exceed five (5) working days per delegate.
5. The District authorizes the Association to use without charge bulletin board space on bulletin boards located in the mail room at each site for the purpose of posting CSEA notices and communications.
6. The Association shall have the right to use, without charge, District mailboxes and the phone system for inter-district communication to employees.
7. The Association may use school facilities, when not otherwise used for educational purposes, without charge, for CSEA meetings. The Association agrees to leave such facilities in the same condition as the facility was in prior to the meeting.
8. The District shall furnish to the Association upon request, non-confidential information related to wages, hours or other terms and conditions of employment which are relevant to the Association to fulfill its duties and obligations as the exclusive representative of bargaining unit members covered by this Agreement. Such information shall include salary data, budget documents, and seniority lists. The District will advise the Association of any costs related to the compilation and reproduction of the data in advance.
9. Bargaining unit members shall provide the District with their current mailing address and shall notify the District in writing within thirty (30) days of each change of address. Said notice shall be on a District form. Copies shall be provided to the Association.
10. The Association may provide information about the CSEA to be distributed to new employees by Human Resources. The Association shall be responsible for duplicating these materials.
11. The Association President shall receive a copy of the Board agenda.

12. The District shall provide one electronic read/write version of the contract to the CSEA chapter president. The District shall provide twelve (12) printed copies of this contract to CSEA. The District shall make available an electronic version of this contract on the District website.
13. The District shall provide CSEA with a storage cabinet to be used exclusively for CSEA business. CSEA shall have sole responsibility for the cabinet and its contents. The District shall have no responsibility or liability for loss, damage, or destruction of the cabinet or its contents.
14. **Employee Onboarding (Gov. Code §§ 3555-3559)**

This section implements the terms of Government Code sections 3555-3559. The Parties acknowledge that this section fully complies with and exhausts the Parties' obligation to negotiate pursuant to Government Code Section 3557.

**a. DISTRICT NOTICE TO CSEA OF NEW HIRES**

- i. Provide CSEA With Notice of New Hires: The District shall provide the CSEA Labor Relations Representative and the CSEA COM #196 Chapter President notice of any newly-hired classified employee within ten (10) business days via electronic mail. The notice shall contain the following information:
  - Employee name
  - Date of hire
  - Job title
  - Department
  - Work location
  - Work, home, and personal cellular telephone numbers on file with the District
  - Personal email addresses on file with the District
  - Home address
- ii. Definition of Newly Hired Employee: "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District into the classified service, to a classification within the bargaining unit for which CSEA is recognized as the exclusively recognized employee organization. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA.

**b. EMPLOYEE INFORMATION**

- i. On the last workday of each month, the District shall provide to CSEA, via a mutually agreeable secure FTP site or service, the name and the following contact information for the new hires. This information shall be provided to CSEA even if the newly hired employee was previously employed by the District, separated from service, and is now returning to service with the District.
- ii. The information shall include the following items, with each field in its own column:
  - a) First Name;
  - b) Middle initial;

- c) Last name;
- d) Suffix (e.g. Jr., III);
- e) Job Title;
- f) Department;
- g) Primary worksite name;
- h) Work telephone number;
- i) Home Street address (incl. apartment #);
- j) City;
- k) State;
- l) ZIP Code (5 or 9 digits);
- m) Home telephone number (10 digits);
- n) Personal cellular telephone number (10 digits) if provided to employer;
- o) Personal email address of the employee if provided to employer;
- p) District Employee ID;
- q) Hire date.

- iii. On or before the last day of January, May, and September, the District shall electronically send CSEA a complete list of all current classified bargaining unit members. If any of these dates happen to fall on a weekend, the next working day after the date will be used. The list shall contain the information set forth above in section (ii).

**c. NEW EMPLOYEE ORIENTATION**

- i. Definition of New Employee Orientation: “New employee orientation” means the onboarding process of a newly-hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- ii. New Employee Orientations
  - a) The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days’ notice of the time, date, and location of a new employee orientation in advance of the new employee orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District’s operations that was not reasonably foreseeable. As an alternative to the ten (10) days’ notice, the Parties may establish an annual schedule for such new employee orientations.
  - b) In the event the District conducts group orientations, CSEA will be given thirty (30) minutes at the end of each new employee orientation meeting to present union membership information to employees in CSEA’s bargaining unit. No more than two (2) representatives of CSEA may present the information to the employees.
  - c) In the event the District conducts one-on-one orientations, CSEA shall have thirty (30) minutes of paid release time, plus travel time as needed, for one (1)



CSEA representative to conduct the orientation session. The CSEA Labor Relations Representative may also attend the orientation session.

- iii. The District will provide reasonable release time as specified herein for CSEA representatives who are District employees to conduct the new employee orientation, unless unusual operational needs interfere with the release of the employee. In this case, the District will provide CSEA and the employee with a written explanation of why the employee could not be released for that particular orientation. An employee who is released to conduct the orientation may attend and travel to and from the orientation on work time if the employee is regularly scheduled to work during that time. Said release time shall be counted against the total release time contained elsewhere in the collective bargaining agreement.
- iv. The purpose of the CSEA portion of the new employee orientation meeting will be to discuss the rights and obligations created by the governing CBA, the role of representation, and to answer any questions. Management representatives shall excuse themselves and not be present during the CSEA portion of the orientation.

**d. GRIEVANCE AND ARBITRATION PROCEDURE**

Any alleged violation, misinterpretation, or misapplication of the terms of this Agreement shall be subject to the grievance provisions of Article 16 Grievance Procedure, except as follows for the purposes of this section on employee onboarding:

- i. Definition of a "Grievant": The "Grievant" shall only be CSEA and its College of Marin Chapter #196. No single employee or group of employees may grieve this agreement, unless they are authorized representatives of CSEA and its College of Marin Chapter #196 and grieving on behalf of the union. This provision shall supersede Article 16 section 1b. Definitions of the collective bargaining agreement.
- ii. The grievance procedure shall commence at the Formal Level III of Article 16 Grievance Procedure.

## ARTICLE 3

### DISTRICT RIGHTS

1. All matters not specifically enumerated in this Agreement are reserved to the District as provided by law.
2. In the event of an emergency, the District shall have the right to rescind that portion of this Agreement directly related to the nature of the emergency. The District shall provide notice to CSEA of its decision to rescind any portion of this Agreement within 24 hours. "Emergency" as used in this Article is limited to sudden unforeseen happenings which require action to correct and/or protect lives and/or property that would prevent the normal functioning of the school district pursuant to this Agreement. If the District desires to continue its rescission of the article(s) beyond thirty (30) calendar days, it shall provide CSEA notice and the parties shall negotiate the continuance of the suspension of the rescinded article(s).
3. It is understood and agreed that the District retains all of their powers and authority to direct and control to the full extent of the law. Included in but not limited to those duties and powers are the rights to: direct the work of its employees; determine the method, means, and services to be provided; establish the educational philosophy and goals and objectives; insure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of the district operation; determine the curriculum; build, move or modify facilities; develop and implement budget procedures; and determine the methods of raising revenue. In addition, the District retains the right to hire, assign, evaluate, promote, terminate and discipline employees except as limited by specific provisions of this Agreement.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms and in conformance with the law.

The District will amend its written policies and procedures and take such other action by Resolution or otherwise as may be necessary to give full force and effect to the provisions of this Agreement.

The District will establish and implement administrative regulations which are consistent with the law.

4. The District's rights as stated above shall not be construed or interpreted to be a waiver of CSEA's right to negotiate all mandatory subjects of bargaining as established by the Educational Employment Relations Act and as determined by the Public Employment Relations Board.

## ARTICLE 4

### DUES AND REPRESENTATION/SERVICE FEE

#### 1. **Employee Rights**

- a. The District and CSEA recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations. Neither Party shall discriminate against an employee in the exercise of these alternative rights.
- b. Accordingly, membership in CSEA shall not be compulsory. A unit member has the right to choose to become a member of CSEA
- c. Employee requests to cancel dues deductions shall be directed to CSEA.

#### 2. **Payment Method**

- a. A unit member may voluntarily sign and deliver to CSEA a written authorization to deduct the properly established dues. Upon receipt of a monthly notice from CSEA, the District will deduct from the pay of unit members and pay to CSEA the normal and regular monthly representation/service fee.
- b. There shall be no charge to CSEA for dues deductions.
- c. The District shall rely on information provided by CSEA regarding authorizations for dues deductions. CSEA shall hold the District harmless and indemnify the District for claims made by employees for deductions made, or not made, in reliance on that information.
- d. The District is under no obligation to make payroll deductions for periods during which a unit member is either terminated from employment or not on the District's payroll for any reason, including, but not limited to, layoff and voluntary leave of absence for more than thirty (30) days.
- e. Upon the rehiring of any unit member, or upon the recalling of a unit member from layoff status, the District will treat such unit member as a new unit member for purposes of this Article.

#### 3. **Hold Harmless and Indemnity Provision**

- a. CSEA as defined in this Agreement shall hold the District harmless, and shall fully and promptly reimburse the District for any fees, costs, charges or penalties incurred in responding to or defending against any claims, disputes, challenges, which are actually brought, against the District or any of its agents, in connection with the administration or enforcement of any Section in this Agreement pertaining to dues. Such reimbursement shall include, but not be limited to, court costs, litigation expense, and attorney's fees incurred by the District.
- b. Upon notice that the District is going to seek indemnification or to be held harmless under this provision, CSEA shall have the right to meet with the District regarding the reasonableness

and merit of any claim, demand, suit or action for which the District seeks indemnification, and shall attempt to agree whether any such action shall be compromised, resisted, defended, tried, or appealed.

- c.** In determining whether or not such action shall be compromised, resisted, defended, tried or appealed, the District will defer to CSEA's interests if the District does not have a distinct and separate legal interest in the disputed matter.
- d.** The District shall not be entitled to be reimbursed for any costs for which CSEA was not properly notified and provided the opportunity to discuss as set forth herein; nor will the District be entitled to any reimbursement when the District's efforts in defending against such action would be duplicative, or when the District does not have a separate and distinct interest to defend.

**ARTICLE 5**  
**EVALUATION**

**1. Introduction**

The purpose of evaluation is to acknowledge and support employee performance. These procedures are designed to ensure that:

- a. a collaborative and constructive process is established;
- b. there is continuity between evaluation cycles;
- c. guidance is integral to the process;
- d. due process is followed.

Evaluators will be trained the year of hire and then subsequently when changes are made the Evaluation section of the contract.

**2.** Human Resources will provide all new employees with a copy of the evaluation procedures.

**3.** The employees shall be evaluated (Attachment A) by an immediate supervisor who shall not be in the CSEA bargaining unit, designated by the Superintendent/President. The supervisor shall be an individual with knowledge of the employee's duties, responsibilities and performance. The supervisor shall review the evaluation with the appropriate manager, who will have final approval authority.

**4. Probationary Employees.** Probationary employees shall be evaluated at least twice during the probationary period with the first evaluation being no later than four (4) months after hire, if the employee has not been terminated prior to that time.

**5. Permanent Employees**

- a. Permanent employees shall be evaluated formally at least once every two years unless one or more situations warrant additional evaluation, including but not limited to:
  - a new assignment or significant change in the job;
  - an unsatisfactory evaluation in the previous cycle;
  - significant improvement in job performance;
  - a decline in performance since the last evaluation; or
  - a reasonable request from the employee.
- b. Evaluations will be due one month prior to the anniversary date of each permanent employee.

**6. Evaluation Procedure**

- a. The evaluator shall notify the employee of the evaluation date one month prior to the evaluation due date.
- b. Either the evaluator or employee may request a pre-evaluation meeting as needed to review 1) evaluation procedures and instruments; 2) expectations for the year; and/or 3) any areas of mutual concern.

- c. The employee may submit any data/portfolio with work samples or other documentation to be reviewed by the evaluator. The evaluator may include this documentation in the written evaluation in the evaluator's sole discretion.
- d. The evaluator may use appropriate input from other individuals familiar with the employee's work. In the case of an employee with multiple job sites, the evaluator shall contact the other supervisors of the employee for their input.
- e. Both scheduled and unscheduled observations of the employee's work may be part of the evaluation process.
- f. The evaluation form is to be signed by the employee and evaluator with a copy provided to each. The employee's signature signifies having seen and discussed the evaluation report, but does not necessarily signify agreement with the evaluation report.
- g. The employee may submit a written response to the evaluation report within ten (10) work days, if desired. A copy of the evaluation and any response shall be placed in the employee's personnel file.
- h. An employee has the right to bargaining unit representation in any phase of the evaluation process.

**7. Procedures in the Event of an Unsatisfactory Evaluation**

- a. When an employee's evaluation is unsatisfactory, the evaluator will make specific recommendations for improvement through a performance improvement plan.
- b. The performance improvement plan shall include: 1) a description of difficulties in meeting performance standards or established goals; 2) a statement of immediate actions the employee will take to overcome those difficulties; 3) any suggestions for available sources of assistance; and 4) a specific timeline of actions for the employee to complete. The performance improvement plan shall be signed by the employee and evaluator.
- c. At the time of evaluation, a timeline will be set for expected improvement. Following the timeline, the employee will be reevaluated.

**8. Due Process**

Due process is an integral part of the evaluation system. It is provided as follows:

- a. Employees are informed about the system and procedures through availability of the procedures and forms, and through conferences (group and individual) as requested.
- b. Employees are given copies of procedures and forms.
- c. Employees have the opportunity to file a written response to the formal evaluation within ten (10) working days of the evaluation. If an employee requests, in writing, additional clarification of the

evaluation, the supervisor will respond, in writing, within ten (10) working days.

- d. Employees have access to their personnel file as provided in the contract.
- e. Employees have the right to bargaining unit representation in any phase of the process.

**9. Definition of Probationary Period and Permanent Status**

- a. The probationary period of members of the classified service shall generally be six (6) months of actual service which shall be deemed to include days of absence for illness or injury to which the employee is entitled without loss of pay pursuant to the requirements and authority of Section 88191 of the Education Code. At the discretion of the Superintendent/President, a probationary period may be extended up to a year from the date of employment, if circumstances warrant, by giving notice to the employee fifteen (15) calendar days prior to the scheduled completion date of the probationary period.
- b. Members who are promoted to higher classifications shall serve a new thirty (30) work day probationary period in that classification, unless the probationary period is extended for an additional thirty (30) work days. *See also* Article 12, Promotions/Transfers.
- c. Any permanent employee who has changed classification from the original classification in which they achieved permanence prior to the effective date of this contract shall not lose any seniority in previous classifications served.
- d. Any uncompensated leave taken in a probationary period shall automatically extend the probationary period one (1) additional day for each day of uncompensated leave. In addition, scheduled off-duty periods of less-than-12-month employees shall not be considered part of the probationary period.
- e. During the probationary period, any employee in the classified service shall be subject to disciplinary action including termination any time, without a statement of cause, and shall not have the right to a hearing or appeal with respect thereto. If the District makes public the cause for the termination, and it is a stigmatizing charge as the term is understood by law, which the employee denies, then the probationary employee shall have a right to a hearing conducted according to Article 13.5 Alternative Hearing, for the purpose of clearing the employee's name only.
- f. Upon completion of the designated probationary period by a member of the classified service, such person is hereby designated as a permanent employee who shall be subject to disciplinary action only for cause as prescribed in these Regulations and Rules. Supervisors are encouraged to use progressive disciplinary steps (i.e., reprimand, suspension, termination) unless the violations are extremely serious.

## ARTICLE 6

### HOURS OF EMPLOYMENT

#### 1. Work Week

The work week for members of the unit shall normally consist of five (5) consecutive days, Monday through Friday. Full-time employment is defined as thirty-seven and one-half (37.5) hours per week, seven and one-half (7.5) hours per day. Part-time employment is defined as anything less than thirty-seven and one-half (37.5) hours per week, and anything less than seven and one-half (7.5) hours per day. The specific work days shall be designated by the District for each classified assignment, upon hiring. Employees placed on a Monday through Friday schedule when hired shall remain on a Monday through Friday schedule unless the employee and CSEA consent to a proposed change. No negotiation will be required when an individual changes hours solely as a result of promotion or demotion.

- a. The beginning and ending times for all members of the unit may be changed by thirty (30) minutes or less by giving the affected employee at least ten (10) work days advance notice. This advance notice may be reduced in special circumstances if agreed to by CSEA and the affected employee. Other changes in the days and hours worked, except those in b. and c. below shall be subject to negotiation between the District and CSEA.
- b. The beginning and ending times of 5% of the bargaining unit members (exclusive of the employees in the Instructional Classifications) may be adjusted by one (1) hour maximum within a contract year, with thirty (30) work days advance notice to the affected employees and CSEA. The District shall first seek voluntary applicants within a job classification for such hour change. If no applicants are available, the employee(s) in the classification with the most recent date(s) of hire shall be selected.
- c. Incumbents in instructional-related classifications shall have hours and days adjusted according to class schedules, enrollment and instructional need as determined by the District. The intent of this language is not to allow reduction in assigned time.
- d. Incumbents in the Laboratory Technician (Science) classification shall have hours adjusted according to class schedules, enrollment and instructional need as determined by the District. A schedule cannot be changed by more than four (4) hours beyond the present schedule. The intention of this language is not to allow reduction in assigned time. Laboratory Technicians shall be notified of tentative schedule changes no later than thirty (30) days before the beginning of the semester. Said schedule cannot change again during a given semester after the first two (2) weeks of the semester.
- e. The Theatre Events Manager (Performing Arts) classification shall have hours adjusted according to performance and/or event schedules, enrollment and instructional needs as determined by the District. Other Performing Arts classifications may have their hours adjusted according to performance and/or event schedules. The District shall first seek volunteers for such hour changes. The intention of this language is not to allow a reduction in assigned time.
- f. Incumbents in the Enrollment Services I, II & III classification and Administrative Assistant III to the Dean classification in Enrollment Services, and unit members in Cashiering Services may



have hours temporarily adjusted during an emergency (a situation that the district could not have reasonably foreseen or an immediate resignation of an incumbent). A schedule cannot be changed by more than four (4) hours beyond the present schedule. The intention is not to allow a reduction in assigned time.

i. **Procedure**

- A. The District shall ask for volunteer(s) from the group of incumbents and shall assign based on skill. If there are no volunteers the District shall adjust an incumbent's schedule based on seniority/skills beginning with the least senior in the Enrollment Services and Cashiering Services areas.
- B. An employee assigned to the "night" shift during an emergency, as described in 1.f above shall receive \$25.00 per shift or \$200 per pay period, whichever is less.
- C. The employee will be assigned to the 'night' shift during an emergency for no more than one (1) month, at which time the procedure for assignment begins again.

ii. **Shifts**

The regular 7.5 hour day shift will be scheduled between the hours of 7:30 am and 5:00 pm. The regular 7.5 hour night shift will be scheduled between the hours of 10:15 am and 7:15 pm.

**2. Work Day**

- a. The length of the work day shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed, regular and ascertainable minimum number of hours.
- b. Employees may request to shift the beginning and ending times of their workdays (scheduling of hours) by submitting the appropriate form (Attachment B) to their direct supervisor. The supervisor shall have the authority to approve or deny the request, based on District service needs. Within ten (10) working days, copies of the approval/denial shall be distributed by the supervisor to the employee, CSEA and the District.
- c. Part-time employees shall have their days and hours assigned to them by their supervisor.
- d. Any reduction in assigned time shall be accomplished in accordance with provisions of the law, PERB decisions and the District's duty to bargain.
- e. A part-time employee who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her fringe benefit cost prorated for the longer work day.

**3. Optional Work Week Schedule**

All full-time unit members are accountable for working their 37.5 hours per week. In order to provide an optional workweek schedule, some unit members will have a choice of how these hours will be worked. Optional workweeks shall remain in effect for at least one complete semester following

agreement by all parties (unit member, District and CSEA). The flexible schedules within a semester must be set at the beginning of each semester:

August to December  
January to May  
June to August

Options Available:

- a. 7.5 hours Monday through Friday (1/2 hour or one hour lunch)
- b. 7.5 hours Tuesday through Saturday (1/2 hour or one hour lunch)
- c. 9.375 hours Monday through Thursday (1/2 hour or one hour lunch)
- d. 9.375 hours Tuesday through Friday (1/2 hour or one hour lunch)
- e. 9 Days/75 hours Option – Employee works 8.333 hours for nine consecutive days, then is off on the tenth day (1/2 hour or one hour lunch)

Overtime Options:

- a. All overtime hours are defined as any authorized time worked in excess of 7.5 hours Monday through Friday.
- b. All overtime hours are defined as any authorized time worked in excess of 7.5 hours Tuesday through Saturday.
- c. All overtime hours are defined as any authorized time worked in excess of 9.375 hours Monday through Thursday.
- d. All overtime hours are defined as any authorized time worked in excess of 9.375 hours Tuesday through Friday.
- e. All overtime hours are defined as any authorized time worked in excess of 8.333 hours worked for the nine consecutive days scheduled.

The District service needs and employee's seniority in the job classification within the department in which the unit member is currently employed will be considered in determining approval/disapproval for a unit member's proposed option.

The District may determine the departments eligible for this optional flex workweek choice.

#### **4. Telecommute Schedule:**

The Parties agree that certain positions may with agreement between the employee and their immediate supervisor be allowed to have a work schedule that includes telecommute days.

- a. Employees wishing to participate in a telecommute schedule shall request such an arrangement from their immediate supervisor.
- b. If the immediate supervisor denies the request, upon request by the employee, the supervisor shall provide the employee an explanation as to why the request was denied.
- c. Employees will serve a three (3) month trial period to determine the effectiveness of the arrangement. During this trial period, the arrangement may be discontinued by either the employee or immediate supervisor with two (2) days' notice.
- d. Following the trial period, either the employee or the immediate supervisor may discontinue the arrangement after two (2) weeks' notice to the other.

- e. Employees are required to report to their assigned work location at least three (3) days per week.
- f. Employees are required to check in each day at the beginning and end of their shift in accordance with their assigned work schedule.
- g. Employees are required to be available by phone and computer during their normal work hours.
- h. Employees working remotely will not work overtime without express permission from their supervisor, obtained in advance in writing.
- i. The immediate supervisor and the employee will determine the duration of the assignment. This may be for the entire year or any portion thereof.
- j. The District will provide, if needed, a laptop (out of existing inventory) and headset. The Employee must provide all other equipment needed to perform the work remotely as determined by the immediate supervisor and the employee.
- k. The District shall provide notice to CSEA when a supervisor has approved such an arrangement or when it is discontinued.

## 5. Alternative Summer Work Schedule

From the first week in June through the first week in August, the College offices will be closed on Fridays to minimize energy use and to provide a flexible schedule wherein employees utilize accrued vacation and compensatory time.

### Work Schedule Options and Overtime Conditions

Work schedule options will be one of the following:

Standard office hours for public business shall be 8:00 a.m. to 4:30p.m. Monday through Thursday.

- A. Standard Work Schedule (37.5 hour work week, no vacation or comp. time used).  
 Work 9.375 hours Monday through Thursday plus additional ½ hour lunch.  
 For example: Start work at 7:30 a.m., leave at 5:22 p.m. including a 30 minute lunch break.
  - Individuals on day schedule shall be present from 8:00 a.m. to 4:30 p.m. (8 of the 9.375 hours) unless a specific alternative schedule is approved by the individual's supervisor.
  - *Overtime in this case is defined as any authorized time worked in excess of 9.375 hours on Monday through Thursday.*
  - *Includes two eighteen-minute breaks per day*
- B. 8.5 Hour Daily Work Schedule (34 hour work week and use 3.5 hours per week comp, vacation or unpaid leave) on Fridays. *To be recorded on the electronic leave report.*  
 Work 8.5 hours Monday through Thursday plus additional ½ hour lunch.  
 For example: Start work week at 8:00 a.m., leave at 5:00 p.m. including a 30 minute lunch break.
  - *Overtime in this case is defined as any authorized time worked in excess of 8.5 hours on Monday through Thursday.*
  - *Includes two sixteen-minute breaks per day*
- C. 7.5 Hour Daily Work Schedule (30 hour work week and use 7.5 hours per week comp, vacation or unpaid leave) on Fridays. *To be recorded on the electronic leave report.*  
 Work 7.5 hours Monday through Thursday plus additional ½ hour lunch.  
 For example: Start work at 8:30 a.m., leave at 4:30 p.m. including a 30 minute lunch break.
  - *Overtime in this case is defined as any authorized time worked in excess of 7.5 hours on Monday through Thursday.*

- *Includes two fifteen-minute breaks per day*

To the extent feasible within District service needs, employees and supervisors are encouraged to use compensatory time to establish the 8.5 or 7.5 hour work days.

#### D. Other Option

Another option agreed to between the employee and his/her manager/Supervisor and approved by supervising Cabinet member. Options may NOT include Friday work activity that requires opening, cooling or providing utilities in College facilities.

- *Overtime in this case depends on the specific schedule developed by the employee and supervisor.*

Note: It is understood that District service needs and seniority in the job classification will be considered in determining approval/disapproval for an employee's proposed option.

#### **Week of July 4<sup>th</sup>**

When July 4<sup>th</sup> falls on a Friday or the weekend, employees will work their regular work schedule of 7.5 hours per day for full-time employees, otherwise employees may work this week according to their work schedule option, but must use vacation/compensatory time to assure the equivalent of a 37.5 hour work week including 7.5 hours for the holiday.

#### **During the years when Memorial Day falls in the summer schedule and July 4<sup>th</sup> falls on a day other than a Friday, the parties agree to the following language regarding the two (2) affected weeks with a Federal Holiday:**

- Option A. Work three (10) hours days on the three (3) days the school is open for a total of 30 hours to ensure the equivalent of a 37.5 hour work week including the 7.5 hours for the holiday.**
- Option B. Work 9.375 hours on the three (3) days the school is open and use 1.87 hours of vacation, compensatory time, or unpaid leave to ensure the equivalent of a 37.5 hour work week including the 7.5 hours for the holiday.**
- Option C. Work 8.5 hours on the three (3) days the school is open and use 4.5 hours of vacation, compensatory time, or unpaid leave to ensure the equivalent of a 37.5 hour work week including the 7.5 hours for the holiday.**
- Option D. Work 7.5 hours on the three (3) days the school is open and use 7.5 hours of vacation, compensatory time, or unpaid leave to ensure the equivalent of a 37.5 hour work week including the 7.5 hours for the holiday.**

**Overtime is defined as any authorized time worked in excess of the designated hours for each option.**

#### **Exclusions**

The following departments may be excluded from this agreement: Performing Arts, Information Technology, ESL, and Fiscal Services. Employees whose assignments are related to special events, security, or scheduled instructional or facility rental activities on Fridays, Saturdays and Sundays shall develop their work schedule with their supervisor.

### **Lunch Break**

Employees may take a ½ hour lunch, but not less than ½ hour, scheduled at or near the midpoint of each work day. If a longer lunch is taken, the employee must extend his/her work day by the same amount of time.

### **Core Business Hours**

Core business hours will be 8:00 a.m. to 4:30 p.m. Monday through Thursday.

### **Vacation Sick Leave**

If an employee is ill or takes vacation during the time he/she would be scheduled to work based on the option chosen, the same amount of time will be deducted from his/her sick leave or vacation balances.

### **Part-Time Employees**

Hours for part-time employees will be arranged with the supervisor.

### **Uncompensated Leave**

Medical, vision or dental benefits will remain at the same level for employees taking up to nine (9) uncompensated leave days in order to reduce daily work hours.

### **Sick Leave Accrual**

Employees taking up to nine (9) uncompensated leave days in order to reduce daily work hours will continue to accrue sick leave at the same rate as in compensated status.

**The Alternative Summer Work Schedule should be arranged no later than May 1st and will remain in effect for the entire time period.** (Attachment R)

## **6. Vacation/Sick Leave**

If a unit member is ill or takes vacation during the time he/she would have been scheduled to work based on the option chosen, the same number of hours will be deducted from his/her sick leave or vacation balances.

## **7. Course Attendance.**

An employee may request to attend course(s) at an accredited institution of higher learning. Such request will be made on the "Classified (CSEA) Employee Request For Approval Of Course Attendance" (Attachment C). This request shall be submitted to the appropriate District manager for recommendation to the Cabinet. The Cabinet will approve/deny the request. Employee must receive approval prior to altering work schedule. If the request is approved the hours worked per day will be altered to accommodate the employee's schedule to attend said course(s). Should such a schedule require an employee to work beyond a seven and one-half (7.5) hour work day, the employee shall waive any claim to overtime on each day such schedule is arranged. The parties acknowledge that the appropriate District manager's recommendation and the Cabinet's approval/denial will be based on the District service needs. If the employee's request is denied, the reason(s) related to the District service needs shall be set forth in writing to the employee.

**8. Lunch Periods**

All employees shall be entitled to a duty-free lunch period after the employee has been on duty for three and three-quarter (3.75) hours. 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 (.5) hour and shall be scheduled for full-time employees at or near the mid-point of each work shift. If an employee is directed to work during his/her lunch period, such time shall count as overtime or shall be offset by leaving work early based on the number of minutes worked times the overtime rate.

**9. Rest Periods**

All employees shall be granted rest periods, which, insofar as practical, shall be in the middle of each work period at the rate of fifteen (15) minutes per three and three-quarter (3.75) hours worked. The time of such rest periods shall be established by the immediate supervisor. Rest periods are a part of the regular work day and shall be compensated at the regular rate of pay for the employee.

**10. Overtime**

Except as otherwise provided herein, all authorized overtime hours as defined in this Section shall be compensated at a rate of pay equal to time and one-half of the regular rate of pay of the employee. Overtime is defined to include any time worked in excess of seven and one-half (7.5) hours in any one (1) day or in any one (1) shift or in excess of thirty-seven and one-half (37.5) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

For unit members having an average work day of three and three-quarter (3.75) hours or more, all hours worked beyond the work week of five (5) consecutive days shall be compensated at an overtime rate of one and one-half (1.5) times the employee's regular rate of pay on the sixth (6th) and seventh (7th) day.

A unit member having an average work day of less than three and three-quarter (3.75) hours shall, for any work required to be performed on the seventh (7th) day following the commencement of his/her work week, be compensated at the overtime rate of one and one-half (1.5) times the employee's regular rate of pay.

When an employee is required to work on a day which falls on a scheduled holiday, (see Article 9: Holidays), the District shall provide payment at time and one-half in addition to the employee's regular straight time holiday pay, or compensatory time off at the rate of time and one-half in addition to the regular holiday pay.

The method by which all overtime shall be compensated (cash or compensatory time off) shall be at the discretion of the District; however, an employee may request a preference as to the method of compensation. Compensatory time shall be taken at a time mutually acceptable to the employee and the District within twelve (12) months of the date of which it was earned. If the employee is not permitted to take the compensatory time within the twelve (12) month period, then the employee shall be paid in cash within one (1) month of expiration of the eligibility date.

Compensatory time may not be earned or taken without prior approval from employee's supervisor. The employee shall report Compensatory time earned on the *Monthly Compensatory Time Worked Report*, in actual hours worked and authorized by the employee's supervisor (see Attachment K).

Compensatory time taken shall be reported electronically through the Leave Report system. Compensatory time balances shall be printed on employee's end of month payroll checks and shall be available through the Electronic System to both employees and department managers.

When overtime is authorized to be worked it shall be offered based on seniority/skill and on a rotating basis to ensure equitable distribution of overtime within each department.

**11. Minimum Call-in Time**

An employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.

**12. Minimum Call-back Time**

Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the appropriate rate of pay under this Agreement.

**13. Right of Refusal**

When an employee has an emergency, he or she may reject a request to perform overtime, call-in or call-back work. If the employee's immediate supervisor does not agree that an emergency exists, the employee may, at his or her option, request review of the matter at the next level of supervision, however, pending such a determination, the employee may be required to perform work as described herein beyond regular hours.

**14. Rest Facilities**

The District shall make available at each campus, lounge and lavatory facilities for classified employees use on regular work days, and by pre-arrangement on other days.

## ARTICLE 7

### SALARY

#### 1. **Salary Schedule**

Effective April 1, 2020, the salary schedule will be increased by 2% on-schedule. Employees who are employed as of January 1, 2020 and March 10, 2020 will receive a one-time, off-schedule payment of \$400, prorated by FTE.

Effective January 1, 2021, the salary schedule will be increased by 2% on-schedule.

Effective January 1, 2022, the salary schedule will be increased by 2% on-schedule.

Beginning January 2, 2018, CalPERS "classic" eligible members will begin to assume financial responsibility for the employee portion of their CalPERS retirement contribution in two (2) phases. Effective July 1, 2019 employees will pay the full cost/percentage of the employee portion of the CalPERS retirement plan.

Step increases and longevity, where appropriate, shall be granted for the duration of this Contract.

The Salary Schedule shall reflect a five percent (5%) difference between steps and a two and a half percent (2.5%) difference between range formats.

#### 2. **Placement and Movement on the Salary Schedule**

- a. All new employees shall be placed on the Salary Schedule according to the terms and conditions of this Agreement.
- b. The Chief Human Resources Officer or designee is authorized to credit for placement on the Salary Schedule past service of an applicant for employment in this District. In a position requiring specialized training, or one found to be difficult to recruit for, or when an applicant has highly desirable qualifications in excess of the minimum required, credit for experience may be given to the extent of placing the employee on a higher step, not to exceed step 3.
- c. When an existing employee is promoted or demoted, they will be placed as follows:
  - i. An employee temporarily or permanently promoted to a position on a range higher on the Salary Schedule shall receive the salary of the newly assigned position. Credit will be granted for all time served in a temporary position when an employee is returned to his or her permanent position. An employee who is promoted or reclassified shall be placed on a step within the new range that is at least but not limited to 5% above the previous step of the lower range, but if the highest step on the range is less than 5%, the employee will receive the highest step.
  - ii. An employee who is demoted for cause, or accepts a voluntary demotion, or is otherwise transferred to a position having a lower range on the Salary Schedule shall receive the salary on the lower range to which the employee would be entitled if credited for experience and service in the employ of the District.
  - iii. In both of the above cases, longevity will be decoupled from the Salary Schedule and calculated on an employee's placement on the Salary Schedule.



- d. On recommendation of the supervisor, an employee shall advance one (1) step within his/her salary range effective as follows:
  - i. Employees shall be eligible for a step increase on their anniversary date. Their anniversary date is on the first day of the month following twelve (12) months of service in the position and this day and month, yearly, thereafter.
  - ii. Unless the employee receives or their supervisor indicates that they will receive an unsatisfactory performance evaluation, the employee will move to the next step.
- e. If an unpaid leave exceeds ninety (90) calendar days in a fiscal year, the entire leave is added to the waiting period for the next step. The date for subsequent step increases for Steps 1 through 5 is then changed to the new extended date.

**3. Longevity Recognition**

Longevity increments are computed on the step of the salary range of the classification to which employee is assigned, as follows: The first longevity increment is computed at four and one half percent (4.5%). The second longevity increment is computed at seven and a half percent (7.5%) (which includes the first increment). The third longevity increment is computed at twelve and a half percent (12.5%) (which includes the first and second increments). The fourth longevity increment is computed at seventeen and a half percent (17.5%) (which includes the first, second and third increments). The fifth longevity increment is computed at nineteen and a half percent (19.5%) (which includes the first, second, third and fourth increments).

Longevity pay shall be granted monthly to all eligible employees, on the following basis:

- a. Those employees who achieve eligibility for an increment, as designated below, are given their increment on their original anniversary date based on the date of hire in the first CSEA position held at the college. In case of promotion, if the employee is on a longevity step, employee retains the longevity increment and eligibility for their next longevity increments based on the years of creditable services listed below.
  - 1. A first increment for eight (8) years of creditable service.
  - 2. A second increment for ten (10) years of creditable service.
  - 3. A third increment for thirteen (13) years of creditable service.
  - 4. A fourth increment for sixteen (16) years of creditable service.
  - 5. A fifth increment for twenty (20) years of creditable service.
- b. Creditable service shall not include leaves of absence without pay for periods exceeding ninety (90) days in any fiscal year. If an unpaid leave exceeds ninety (90) calendar days in a fiscal year, the entire leave is added to the waiting period for the next longevity increment. The date for subsequent longevity increment increases is then changed to the new extended date.

#### **4. Steps after Termination and Reappointment**

When an employee resigns or is laid off and is subsequently re-hired, a new anniversary date is constructed for purposes of step placement. The new date recognizes prior service, but deletes the break in service. The break in service does not count as time served.

#### **5. Pay and Allowances Provisions**

- a. The regular rate for each position in the bargaining unit shall be in accordance with the rates established for each class as shown in the appropriate salary schedule.
- b. All regular paychecks of employees in the bargaining unit shall be itemized to include all deductions.
- c. All employees in the bargaining unit shall be paid once a month, payable on the last working day of the month. If the normal payday falls on a holiday or weekend, the paycheck shall be issued on the preceding workday.
- d. Any employee in the bargaining unit required to use his/her vehicle on assigned District business shall be reimbursed at the Internal Revenue Service allowable rate per mile for all approved miles driven on behalf of the District.

#### **6. Compensation for Working-Out-Of-Class**

- a. Employees of the unit shall not be required to perform duties which are not fixed and prescribed for their positions by the Governing Board unless the duties reasonably relate to those fixed for the position by the Board for any period of time which exceeds five (5) work days within a fifteen (15)-calendar day period except as authorized herein. An employee may be required to perform duties outside of his/her classification for a period of time which exceeds five (5) work days provided that his/her salary is adjusted upward for the entire period he/she is required to work outside of his/her classification as provided herein.
- b. An employee who is temporarily assigned with the approval of the District Human Resources Office to perform the duties in a higher classification shall be paid on a step within the new range that is at least but not limited to 5% above the previous step of the lower range, but if the highest step on the range is less than 5%, the employee will receive the highest step for all such hours worked.
- c. Prior to the commencement of an employee performing any out-of-class work, the department supervisor will complete and submit to Human Resources the agreed upon form that outlines the duties, pay and duration of the assignment. Human Resources will post the assignment internally. Normally assignments do not exceed 6 months duration. Assignments or extensions beyond six months must be requested in writing at the beginning of the 5<sup>th</sup> month and will be reviewed for approval by HR and CSEA. (Attachment P)
  - i. For the period of January 1, 2020 to December 31, 2022, assignments shorter than six (6) months in duration to not require approval by CSEA, but the District will notify CSEA of the assignment prior to the work commencing. This term will sunset on December 31, 2022 unless re-negotiated into the successor contract.

d. If the employee is assigned to duties of a position not currently found on the salary schedule, an hourly salary adjustment shall be negotiated between the District and CSEA prior to the work being assigned.

e. Employees in the unit may be assigned duties within an equal (i.e. same salary range) classification with no change in compensation. Employees may be assigned to duties of a lower classification with no change in compensation **unless** demoted through the layoff or disciplinary process.

f. Duties set forth within job descriptions are those which are customarily assigned to incumbents in those positions. Duties which are reasonably related are included.

g. Use of new or additional equipment brought about by the development or application of new technology shall be incorporated into job descriptions consistent with the level of responsibility and complexity of the job description.

## 7. **Payroll Options**

Modification of payroll options on payroll warrants for less than twelve (12) month employees (whose schedules do not fluctuate) who have completed their probationary period may opt to have their pay in 12 equal checks by indicating their request on their annual off duty worksheet.

## 8. **Professional Growth Program**

### a. **Policy Statement**

The District and CSEA are hereby authorized to implement a voluntary Professional Growth Program for the clerical/quasi-technical staff of the Classified Bargaining Unit.

The Professional Growth Program shall be supervised and controlled through a Professional Growth Review Committee selected in 1982/83 by the CSEA President; and thereafter selected as provided in Section b.3 of the Professional Growth Program Rules and Regulations below.

All members of the Classified Bargaining Unit are encouraged to voluntarily participate in this Professional Growth Program.

### b. **Professional Growth Program Rules and Regulations**

#### 1. **General**

Professional growth is an organized activity designed to improve performance of employees in the classified service and to provide training for employees to gain new skills and abilities; to broaden their opportunity for promotion or absorption into other classifications, thereby promoting equal employment opportunity; and to engage in study related activities designed to retain and extend the high standards of classified employees.

The need for professional growth activities for academic employees has long been recognized. However, in recent years the need for classified employees to increase their knowledge, awareness, and understanding of their responsibilities is also being recognized.

The purpose of this program shall be to improve the standard of service of the classified staff; to extend and constantly improve the standards of on-the-job performance of classified employees; and to provide opportunities for advancement for all Classified Bargaining Unit members.

It shall also be the purpose of the Professional Growth Program to provide positive support for the District's commitment to equal employment opportunity in that it shall provide opportunities for employees to progress into more responsible positions.

Districts, because of declining enrollment and financial problems, are continually facing layoffs of employees. Employees should be encouraged to improve themselves or widen their knowledge of other fields so that when layoffs occur, they can be eligible for openings in these other fields in the District.

In recognition of voluntary individual efforts on the part of Classified Bargaining Unit employees to improve their job performance, the District shall provide these employees with financial awards.

## **2. Eligibility**

All permanent members of the Classified Bargaining Unit are eligible to enter the Professional Growth Program.

Any employee who is on a leave of absence as a full-time student will not be eligible to participate in the program until return to active employment; nor will future credit be granted for courses taken during the leave, as it is assumed such effort is being made for the purpose of qualifying for a substantial advancement in position.

Any employee whose application is accepted into the Professional Growth Program and who is laid off prior to completion of the total number of units to qualify for that award may submit to the Professional Growth Review Committee the units thus far completed for review to determine if the employee qualifies for a pro-rated award.

## **3. Professional Growth Review Committee Composition**

The Professional Growth Review Committee shall be composed of a maximum of five District employees to include four bargaining unit members and one management member. The four bargaining unit members shall be comprised of two clerical and two quasi-technical members, one of whom shall be a CSEA representative. Additionally, of the four bargaining unit members, two shall be representatives from the Kentfield Campus and two shall be representatives from the Indian Valley Campus. The management member shall be the Chief Human Resources Officer or designee.

The Classified Bargaining Unit members of the Committee shall be selected by the CSEA President. The bargaining unit members shall, be nominated by the CSEA Executive Committee and approved by a vote of the general membership.

Tenure. The terms of all committee members shall be for a period of two years.

Duties of the Committee. Evaluate all activities requested for professional growth, place unit values on all approved activities, and approve or deny applications.

Meetings shall be scheduled by the Committee as needed.

Recommend additional or revised policies as necessary to the District.

The District shall grant the Committee members release time from their regularly scheduled workday to conduct the necessary Professional Growth Review Committee activities.

#### **4. Criteria for Awards - General**

Internships or in-service training programs otherwise funded or required by the District are not part of this program.

Professional Growth credits may be achieved through participation in any of the following job-related activities.

##### Coursework

College and Junior College Courses  
Community Education/Adult Education Courses  
Correspondence Courses (accredited)  
Trade Schools (including Business colleges)

Credit may be earned by taking courses at universities, colleges, community colleges, trade schools, adult education schools, or through correspondence.

All graded courses must be passed with a grade of "C" or higher. Non-graded courses must be passed with a "pass" or "credit".

One-unit credit will be provided for each sixteen hours of attendance.

##### Special Activities

Institutes/Lecture Series  
Workshops  
Educational/Professional Seminars or Conferences

An institute or lecture series is a short teaching program established for a special group concerned with some special field of work. These programs may be selected from those offered by an adult school, college, or professional groups, or may be as approved by the Professional Growth Review Committee.

One-unit credit will be provided for each sixteen hours of attendance.

A workshop, an approved educational/professional seminar or conference, or employee organization conference is a series of scheduled meetings by an organization for the improvement of employee services.

One-half unit credit for each eight hours of attendance or participation, up to a maximum of one-unit credit each two years.

### Leadership

Holding an elected or appointed leadership office (President, Vice President, Treasurer, Secretary or similar office) in any one educational/professional or job-related organization may be applied for credit at the college, local, county, State or national level.

Two credits for each full-year service.

## **5. Qualifying for the Award**

The District shall allocate a total fund of \$9,750 per year. When an employee has completed ten (10) units credit, he/she shall receive one Professional Growth Award of \$750 per year payable in a lump sum. This payment shall be considered as an "award" and shall not be considered as part of the employee's salary.

Regular employees working on a twelve-month assignment shall receive the full amount of the award. Those employees working on a ten- or eleven-month assignment basis or working fewer than 7.5 hours per day, shall receive the award pro-rated on the same basis as their vacation benefits.

The notice of Award, when approved, shall be maintained in the Human Resources employee file.

Credits will not be approved if attendance/participation occurs during the employee's normal working day and the employee is paid for service to the District at the same time.

Verification for coursework shall consist of a fee statement, program activities, or registration receipt plus a transcript or a report card. For other than coursework, evidence of completion, satisfactory to the Professional Growth Review Committee shall be submitted by the applicant for an award.

## **6. Application Procedures**

All credit for an award must have been earned no earlier than the employee's date of hire.

It is the responsibility of the employee to maintain his/her own file of report cards, transcripts, or other acceptable verification of courses completed. When the employee has completed the required 10 units' credit, all records are to be submitted to the Professional Growth Review Committee for review. The Committee shall consider all requests for growth awards not later than its meeting of May 1 for awards to be granted in September of the following fiscal year.

It is hereby acknowledged that participation in the Professional Growth Program is entirely voluntary on the part of any employee and participation shall not be a requirement towards attaining any of the rights, benefits, or burdens accorded bargaining unit employees.

If an employee's application for an award is rejected by the Professional Growth Review Committee, the employee concerned may request a hearing at the next regularly scheduled Professional Growth Review Committee meeting. If the application is rejected a second time,

the Committees' decision is final and the employee will receive written justification for the decision.

**c. Staff Development Allocations**

**1. Funding**

For the purpose of this Article and its stated purposes the College shall make available a total sum of \$2,000 per academic year to the CSEA Staff Development Committee for allocation.

**2. Purpose of Program**

The intent of this program is to assist in the development of classified employee's skills and talents in regard to their current job duties and provide opportunity for employees to gain new skills and thereby enhance promotional opportunities within the current two job families of the unit, office-clerical and technical/quasi-professional.

**3. Eligibility**

- a. All unit members who have completed the required probationary period of employment are eligible to participate in the staff development program.
- b. Funds from this program are not available to cover costs related to development programs which have been authorized and/or partially funded by other College development programs such as Professional Growth (refer to Article 7: Salary), College course incentive program, Growth Plans, District required programs, etc.

**4. Definition**

The benefits of this program include necessary release time with pay, partial or full travel expenses, if any, partial or full registration/tuition fees, if any, and partial or full supply costs, if any.

Staff Development shall include courses (i.e. College and Adult Ed courses), conference, seminars, workshops, individual or group projects.

**5. CSEA Staff Development Committee**

The committee shall be composed of three CSEA representatives appointed by CSEA. The purpose of the committee shall be to receive applications from bargaining unit employees for staff development and to approve or disapprove appropriate applications for fund disbursement from the District according to the criteria established in these Articles, and to specify the amount of funds to be allocated to each approved application. Included in its purpose, the Committee could decide to allocate all or part of the fund set forth in paragraph 1 for a particular type of training. The Committee shall meet one time per month to review applications and act on the requests. Applications that have been denied by the Committee shall be returned to the applicant. The denial shall include a reason for the action.

Applications that have been approved by the Committee shall be forwarded to fiscal services for final fund disbursement.

During the first six months of the academic year no more than half the funds shall be approved for expenditure for use during the first six months of the year. The Committee may take action during the first six months to approve the staff development expenses to be incurred in the second half of the academic year. In such case the amount does not count towards the first half limitation. The Committee will make decisions by majority vote with a minimum of two persons in attendance.

## **6. Application Process**

- a. It shall be the responsibility of the individual unit member to complete the application form for staff development and to submit it to the committee in a timely manner. The Human Resources shall receive the application and date and time stamp it on behalf of the Committee.
- b. Upon completion of the form, the unit member shall submit it to his/her supervisor for the scheduling of release time. The supervisor/s approval indicates that the scheduling of the release time for the specified event is available to the applicant. Applications may not be submitted to the Committee unless/until approved by the supervisor.
- c. **Timelines.** All applications must be submitted prior to the specified event for which release time funds are being requested. Applications submitted to the Committee after the event shall be automatically denied. Unit members are encouraged to submit applications as far in advance of the event as possible so as to allow action by the Committee and advance allocation of funds as appropriate. If applications are submitted less than one month prior to the event, approved funding may be in the form of reimbursement. If the Committee does not have adequate time to act on the application prior to the event the unit member may attend the event with the approval of the supervisor but assumes the risk of all costs, including time off (compensatory time, vacation, and leave without pay) in the event that the Committee denies the application or some portion thereof. Most funding will be on a reimbursement basis.
- d. Application and reimbursement forms are available in Human Resources.

## **7. Criteria**

Approval by the Committee shall be made on a "first come, first serve" basis contingent on the following:

- a. You are limited to 200.00 per year.
- b. Job related or related to promotional opportunity within your job family.
- c. Form completed in its entirety with brochure and/or back up information regarding event accompanying application form.
- d. Supervisor's approval for scheduling of release time.
- e. Funds are available.
- f. Activity meets requirements under Section c.4 (Definition).



- g. Probationary period has been completed. Probationary employees are not eligible to receive funds.

**8. Release Time**

The Committee shall have an annual total of 24 hours of release time. The Committee shall meet no more than one time per month and no meeting shall exceed 3 hours. Committee members shall secure approval from their supervisors for the scheduled release time.

- a. On or before May 31 of each academic year the Committee shall submit to the College a written accounting of the funds disbursed under this Article.
- b. Except for Section 1 and Section 8, this Article shall not be subject to the Grievance Procedure.
- c. Managers and supervisors are encouraged to communicate development opportunities to staff.
- d. In addition to the provisions set forth above the college agrees to allocate \$3,000 in addition to the amount specified in paragraph 1 above for the purpose of staff development for employees covered by the CSEA contract. Such expenditures will be directed solely by the College. In the event that the College does not allocate the full \$3,000 in any fiscal year (July 1- June 30), the unspent amount for that year will be added to the CSEA Staff Development Committee for the following year only. In that same subsequent year, the College allocation will be reduced by an equal amount. For example, if in year 1, the College expends \$2,500 instead of the full \$3,000, the following year (year 2), the College will have a total expenditure of \$2,500 and the Committee will have a total of \$2,500 for that one year. In year 3 the College would again have \$3,000 and the Committee would have \$2,000 unless the College did not spend its full amount in the prior year. In this set of examples, the full amount in year 2 for the College is \$2,500. As described above there is no carryover of funds from one fiscal year to the next.

**9. CSEA/MCCD Equity Study Implementation in 2013 and 2014**

- a. All employees hired before 1/1/13 will be placed on the salary schedule as recommended by the Ewing Study.
- b. New employees hired after 1/1/13 will be excluded, except as noted in number c below.
- c. New employees hired after 1/1/13 in the Instructional Specialist and Lab Technician classifications will be placed on the salary schedule at the range recommended at the step closest to their current salary.
- d. Each employee will be placed at one step lower than they are currently placed, with the exceptions noted in number e below.
- e. Employees in the Administrative Systems Analyst and Database Administrator classifications, which received a significant salary adjustment 7/1/13, will be placed two steps lower than they are currently placed.

- f. The longevity of each position shall be based upon the rate of pay according to the new salary schedule placement.
- g. The current number of longevity years associated with each employee shall not be adversely affected by this new placement.
- h. No employee shall be harmed (wage loss) by the implementation of this agreement.
- i. All employees who receive an increase from this agreement will not receive their next step increase until after 1/1/15.
- j. Implementation of this agreement will occur 3/1/14.
- k. It is understood that the District will adhere to the newly approved Article 14 provision to conduct salary surveys with upcoming reorganizations. These reorganizations will result in additional salary increases for a number of employees based on market analysis.
- l. CSEA and MCCD will agree on a tentative timeline for implementing reorganizations, with initial ones (IT and A&R) to occur within the next 12 months.

**10. MCCD/CSEA Cost of Living Adjustment for 2013-2015**

- m. All full-time employees on payroll as of 12/1/13 will receive a one-time, off-schedule \$1,000 in January, 2014. All part time employees will receive a pro-rated (e.g. a 0.67 FTE employee will receive \$670.00).
- n. All employees on payroll will receive an on-schedule 1% salary increase effective July 1, 2014.
- o. All employees on payroll will receive an additional on-schedule 1% salary increase effective January 15, 2015.
- p. If any collective bargaining unit receives a cost of living adjustment greater than 3% by 1/1/15, the parties agree to renegotiate this agreement.

## ARTICLE 8

### FRINGE BENEFITS

#### 1. Medical Insurance

The District provides health and welfare benefits as listed below.

The District's maximum contribution for medical insurance coverage shall be capped at \$2,050 per month.

For all Kaiser plans and non-Kaiser plans see the current Self Insured Schools of California (SISC) Rate Sheet. (Attachment S.)

Out-of-state coverage varies by plan. Check with Fiscal Services if you have questions about the service area.

#### 2. Vision and Dental Insurance

The District will provide vision and dental benefits. Rate increases during the term of the contract, will be paid for by the District.

Effective October 1, 2016, the following changes to the Dental benefits for CSEA Members will be paid by the District.

	<b>PPO Current</b>	<b>Premier &amp; OON Current</b>	<b>PPO</b>	<b>Premier &amp; OON</b>
Per member coverage	2200	2000	2500	2400
Diagnostic/preventative	70-100%	70-100%	100%	100%
Basic Services	70-100%	70-100%	70-100%	70-100%
Major Services	70-100%	70-100%	70-100%	70-100%
Orthodontics	75% & 2000 (Child Only)	Same	75% & 3000 (Child & Adult)	Same

3. For unit members employed less than full-time, Kaiser or Non-Kaiser medical benefits rates, dental benefit rates and vision benefit rates shall be prorated according to percentage of FTE worked. This means that the monthly rate for each of the three benefit programs will be multiplied by the percentage of FTE. The result for each program is the amount the District will contribute for that program per month. The balance must be paid by the employee through the payroll deduction process. The maximum District medical program monthly contribution will be computed based on the cost of the program chosen. If a program is chosen that costs more per month than the medical cap rate, then the medical cap rate will be used in the computation.

Effective July 1, 2017, the three (3) current employees receiving this monthly payment of \$20.00 intended to assist them in paying for their health benefits shall instead receive a \$240.00 payment in the December paycheck each year as long as these part-time employees are still enrolled in the District medical benefit program.

If they should no longer qualify, this annual stipend will terminate (pro-rated if qualification ends partially through the calendar year) and will not be reinstated.

Refer to MOU dated February 27, 2017 for the affected employees.

4. Medical Benefit Waiver. Effective July 1, 2014 and beyond, all probationary and permanent employees who work 90% or more of the full time equivalent for the applicable job classification are required to participate in one of the medical benefits options offered by the College. An eligible employee who works less than 90% of the full-time equivalent for their applicable job classification may decline coverage. EXCEPTION: *Self Insured Schools of California* (SISC) permits full-time employees hired prior to July 1, 2014 who opted out of medical benefits with proof of other group coverage. Those Unit members shall be provided with a \$1200 annual payment in cash. The payment shall be reduced on a pro-rata basis for new unit members who waive coverage for less than a full year. Unit members shall have their waiver payments paid to them no later than December 31<sup>st</sup>. Part-time unit members eligible for benefits set forth in this Article shall be provided a pro-rata benefit amount based on the proportion of the part-time assignment to a full-time assignment.

To be reinstated into the medical plan, a unit member must apply during the annual open enrollment period. (Attachment E).

5. Effective January 1, 1994, the District discontinued participation in the State Disability (SDI) program for employees of the bargaining unit represented by CSEA and began participation in the Short Term Disability (STD) and Long Term Disability (LTD) programs for employees of the bargaining unit represented by CSEA. Effective October 1, 2016, Short Term Disability (STD) premiums shall be paid by the District.
6. The District shall continue to provide the established monthly contributions during the absence of any employee in the bargaining unit who is on an approved uncompensated leave for medical reasons. The District may at its option and at its expense, seek medical opinions beyond those which the employee is required to provide under other provisions of this Agreement, in order to determine applicability of this provision. Failure of the employee to continue to contribute his or her normal monthly contribution under this Article will result in termination of the District's contributions and removal of the employee from participation in such District-sponsored fringe benefit programs. This termination shall follow written notification of the employee's failure to pay. The notification shall be sent at least five (5) working days prior to the date the employer remits the list of covered employees to the carrier.
7. **Term Life Insurance and Accidental Death and Dismemberment**

The District will provide term life insurance of \$50,000 and \$50,000 of Accidental Death and Dismemberment for each eligible employee at no charge to the employee.

8. **Accidental Death and Dismemberment**

The District will provide access to a voluntary Accidental Death and Dismemberment Policy for unit members. Costs associated with said Policy shall be paid for by the employee.

**9. Retirement Benefits for Employees Hired Prior to March 1, 1987**

Upon approval of the carrier, the District shall agree to contribute premium costs, not to exceed amounts and subject to the limitations on District contributions that are detailed in Section 1 for medical and dental coverage. To qualify employees must be current, permanent employees who retire after ten (10) years of active, permanent service, (excluding any period of uncompensated leaves for any reason) immediately prior to retirement and who retire at or after age fifty (50). One (1) eligible dependent shall also be covered. No employee terminated for cause or who retires or resigns while disciplinary charges are pending, qualifies for this benefit. This provision shall not be retroactive and shall only apply provided such eligible retirees contribute their contributions (if any) on a timely basis. Failure of the retiree to contribute his or her normal monthly contribution (if any) under this Article will result in termination of the District's contributions and removal of the retiree from participation in such District-sponsored fringe benefit program. This termination shall follow written notification of the employee's failure to pay. The notification shall be sent at least five (5) days prior to the date the employer remits the list of covered employees to the carrier. If the District no longer provides a specific health or dental plan as provided at the time of retirement, the retiree may select a plan as made available each fiscal year to current employees in the unit, subject to the same District contribution limits as applicable to current employees in the unit. The retiree may change carriers during the annual open period. District contributions will cease under this provision at the end of the month in which the retiree reaches his or her seventieth (70th) birthday, or dies, whichever is sooner. Upon approval by the carrier(s), all retired employees may continue coverage for Vision Service Plan, as provided in Section 1, by prepaying the premiums on an annual basis. The above listed benefits are available for all employees hired by 3/1/87. Employees hired after 3/1/87, will not be eligible for the retirement benefits included in this paragraph.

**10. Benefits Advisory Committee**

A benefits committee shall be convened if the District chooses to explore alternative insurance options. CSEA shall have no fewer representatives than any other district employee organization on the committee.

The Benefits Advisory Committee will research cost containment options regarding health and welfare benefits, including co-pays, annually prior to the effective date.

**11. Domestic Partners**

**a. Eligibility and Enrollment Criteria**

Domestic partner coverage will be in compliance with California law. In order to enroll for coverage of the domestic partner, the qualifying partner and their domestic partner must meet eligibility and enrollment requirements as provided by state law and the plan administrator.

Unit members may obtain information regarding Domestic Partner benefits and certification of tax-qualified dependents from Fiscal Services.

**b. Benefit**

The benefit must be one for which the qualifying partner's spouse would be eligible, if the qualifying partner was married. Such benefits include medical, dental and vision coverage,

Retirement Medical Insurance, Life Insurance and Disability Insurance are not included. Benefits will not be provided for the dependents of the domestic partner.

**12. Procedures for College Payment of Employee Fees**

The purpose of the program is to promote staff development and opportunities for continued education while at the same time maximizing class productivity/income.

- a. The program will be available to any permanent full or part-time employee who is a member of CSEA, Chapter 196.
- b. Eligible classes will include Credit courses only.
- c. It is understood that employees will attend classes only during normal off-duty periods. Any exceptions must be in accordance with union contract provisions and a note, indicating immediate supervisor's approval, must be attached to the Application for Employee Class Fee Payment.
- d. A Credit Application for Admission must also be completed if the employee has not been enrolled in the past 12 months.
- e. Prior to Census Date, the employee must bring to Enrollment Services, or send through campus mail, an Application for Employee Class Fee Payment (available in Enrollment Services) together with appropriate enrollment forms and fees, if applicable.
- f. The program will include college payment of the current per unit enrollment fee and a waiver of the student representation fee and health fee. Employee students will be responsible for any materials fees plus the cost of books and supplies. (Non-resident tuition will not be paid.)
- g. Employee students must stay enrolled through Census Date of the class.
- h. Employee students are subject to the same academic standards, rules, and regulations affecting all other students at the college.
- i. An employee student granted College payment in any one semester will not be eligible for the College payment or the waivers in the following semester if the employee student fails to successfully complete the class (if the program is offered again).
- j. If an employee is granted College payment and waivers for any one semester and wishes to reapply for the following semester, he/she should register, and once the grades for the previous semester are in, the College will verify successful completion of the course(s).
- k. In the event that the College of Marin exceeds the state funded cap, CSEA and the District agree to meet to re-evaluate the Program.

## ARTICLE 9

### HOLIDAYS

1. Classified employees shall be allowed the following holidays with pay if in paid status on the holiday.

<b>Holidays:</b>	<b>2020</b>
Martin Luther King, Jr. Day	Monday, January 20, 2020
Presidents Day	Friday, February 14, 2020
Presidents Day	Monday, February 17, 2020
Spring Holiday	Part of the Winter Holiday Week
Memorial Day	Monday, May 25, 2020
Independence Day	Friday, July 3, 2020
Labor Day	Monday, September 7, 2020
Veteran's Day	Wednesday, November 11, 2020
Thanksgiving Holiday	Thursday -Saturday. November, 26-28, 2020
Winter Holiday	Thursday December 24, 2020 – January 1, 2021

When the 2021-22 academic year calendar is determined, MCCD and CSEA will negotiate the dates of holidays that are not established by law.

- a. Winter Holiday Week replaces the following days: day before Christmas; Christmas Day; day before New Year's; New Year's Day; Admissions Day and includes one additional holiday and, if the Winter Holiday Week is more than six (6) work days, then Spring Holiday. If the Winter Holiday Week is six (6) or fewer work days, then in that year unit members may take Spring Holiday as a floating holiday to be scheduled with advanced approval by their supervisor.
- b. An employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday. Holidays that occur during an off-duty period shall not be paid, except less-than-12-month employees who are not scheduled to work during the Winter Holiday period shall be paid for the following holidays: Christmas Day, New Year's Day, and Spring Holiday.
- c. Commencing with Spring Semester 1994, a unit member who temporarily reduces his/her load (FTE) in any one semester will have any holiday which occurs in that semester paid proportionate to the reduction in assignment; a unit member who temporarily increases his/her load (FTE) in any one semester will have any holiday which occurs in that semester paid proportionate to the increase in assignment. The Winter holiday shall be paid proportionate to the assignment in any Fall semester. The unit member shall sign the "Classified (CSEA) Employee Memorandum of Understanding Regarding Holiday Pay and other Benefits Relative to Increase/Reduction in Assignment" form (Attachment G) acknowledging the holiday reduction or increase when the assignment is made.

**2. Additional Holidays**

Any day declared a holiday by the Governing Board shall be a paid holiday for all employees in the bargaining unit. Article 9, sections 1.b. and 1.c. apply to these holidays.



## ARTICLE 10

### VACATION

1. Effective with the implementation of the District's integrated management system, vacation benefits will be credited on a monthly basis.
2. Each full-time active employee shall be entitled to the following vacation rights:

#### **Twelve-Month Employees**

One (1) through three (3) years of service:	7.5 hours of vacation per month
Commencing with the fourth (4th) through completion of ten (10) years of service:	9.375 hours of vacation per month
Commencing with the eleventh (11th) year of service:	12.5 hours of vacation per month
Commencing with the fifteenth (15th) year of service:	13.75 hours of vacation per month

Employees working less than twelve (12) months per year and/or less than full-time (7.5 hours per day) shall receive a pro-rata vacation accrual.

3. An employee shall request vacation by submitting the "Classified Employee Request for Approval of Vacation" form (Attachment H) to his/her supervisor/manager. The supervisor's response shall be indicated on the employee's vacation request form. The supervisor shall make reasonable effort to respond within ten working days of the receipt of the request. The parties acknowledge that the supervisor's decision will be based upon the needs of the district.
4. Each employee who is separated from employment after completing six (6) months of continuous service with the District shall be entitled to payment in lieu of all unused vacation leave which he/she may have accumulated as of his/her last day of work provided that, in case of resignation, the employee gives the department manager and the District Human Resources two (2) weeks written notice before the effective date of resignation. The District may direct the use of vacation, except in layoff situations, prior to termination so that the balance remaining at termination does not exceed ten (10) days. In the event of a deceased employee, payment therefore shall be made to his/her estate or as otherwise provided by probate law.
5. Vacation will be capped at 240 hours for all employees who have been employed for more than one (1) year.
6. Earned vacation shall not become a vested right until completion of the initial six (6) months of regular employment.
7. If a previously approved vacation becomes due when an employee is on leave due to illness or injury, upon request of the employee the district shall reschedule the vacation dates based upon availability.
8. Holidays are not counted as vacation days.

9. If an employee (while on vacation) becomes ill and provides supporting information or requires hospitalization or is eligible for a bereavement leave, these days may be charged to the appropriate leave and the vacation leave will be credited to the employee's account.
10. If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest seniority based on first date of paid service with the District as a classified employee shall be given his/her preference.
11. If the District does not permit an employee to take all or any part of his/her annual vacation, the amount not taken in excess of the cap shall be paid out. Payment shall be made within (60) days.
12. No supervisor shall deny an employee a scheduled vacation without first obtaining a review of the decision by the next higher level administrator, if requested by the employee.
13. Vacation shall be taken in increments equal to at least one-half (.5) hour.
14. Vacation leave shall be reported in the month in which the leave is taken, by the employee submitting leave on electronic leave report, prior to commencement of vacation. Due date for electronic leave report shall be the employee's last work date for the month, but no later than the last working day of the month. Employees will be required to use the Absence Report for Late Submissions form if they fail to submit their leave on time. (Attachment T)
15. Instructional Assistants/Instructional Specialists who work nine (9) months or less, may request vacation. Any unused vacation will be paid at the end of each fiscal year. Payments will be made no later than August 15<sup>th</sup> of each year.

## ARTICLE 11

### LEAVES

#### 1. **Bereavement Leave**

- a. A member of the unit shall be granted bereavement leave at full pay for three (3) days, or five (5) days if one-way travel of 300 miles or more is required, on account of the death of any member of his/her immediate family. Members of the immediate family means the employee's spouse, mother, father, brother, sister, grandmother, grandfather, child, grandchild, son-in-law, daughter-in-law of the employee or of the same family members of the spouse of the employee, or any person living in the immediate household of the employee.
- b. An employee shall be entitled to use up to four (4) hours of accumulated sick leave to attend the funeral of a person with whom he/she has had a personal relationship or that of a fellow District employee. This time will be charged against Personal Necessity Leave.
- c. Bereavement leave used shall be reported in the month in which the leave is taken, by the employee submitting leave on electronic leave report.

#### 2. **Jury Duty**

- a. A leave with pay shall be granted to employees called for jury duty in the manner provided for by law. Evening employees shall have leave with pay provided the employee is required to remain on jury duty after 12:00 noon. An employee who receives a jury duty summons shall submit to Human Resources, a verification from the Jury Commissioner's Office specifying the dates and times served by the employee. Payment shall be made to the District in the amount of statutory fees which the employee has received for attendance as a juror, excluding the statutory mileage fee.
- b. Jury duty shall be reported in the month in which the leave is taken, by the employee submitting leave on electronic leave report.

#### 3. **Military Leave**

- a. An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.
- b. Military leave shall be reported in the month in which the leave is taken the employee submitting leave on electronic leave report.

#### 4. **Sick Leave**

- a. Every classified employee employed five (5) days a week by the District shall be entitled to one (1) day per duty month leave of absence due to illness or injury with full pay.

- b.** Classified employees employed five (5) days a week for less than a full fiscal year are entitled to that proportion of twelve (12) days leave of absence for illness with pay as the number of months employed bears to twelve (12).
- c.** Classified employees employed less than five (5) days a week and for less than a full fiscal year are entitled to that proportion of twelve (12) days of leave of absence for illness or injury with pay as the number of days employed per week bears to five (5).
- d.** When an employee is absent from duties on account of illness or accident for a period of five (5) months or less, the amount deducted from salary due for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill the position during the absence. This differential pay shall be paid following the exhaustion of all regular sick leave, accumulated compensatory time, vacation, or other available paid leave. The District may require certification from a health care provider or other proof of illness or accident for days on differential leave.
- e.** Pay for any day of sick leave shall be the same as the pay which would have been received had the employee served during the day of illness.
- f.** Sick leave need not be approved prior to taking such leave, and such leave may be taken at any time during the year. It shall be the responsibility of the employee to contact their immediate supervisor or designee on the first day of the absence at the beginning of the shift (if possible), and provide an estimated return to work date if available. If the employee is unable to return to work on his/her estimated return to work date, the employee shall contact his/her immediate supervisor, designee or the Human Resource Office and provide another estimated return to work date. This notice shall be given no later than the original estimated return to work date. 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 the completion of six (6) months of active service for the District.
- g.** If the employee does not take the full amount of sick leave allowed in any year under this Section, the amount not taken shall be accumulated from year to year.
- h.** All employees shall indicate their intention to return to work the following day by contacting their immediate supervisor or their designee before the close of the work day. Evening employees shall notify by 10:00 a.m. of the day of their return to work.
- i.** If an employee fails to give notice within the time specified of the intention to return to work and a substitute appears for the day's work as a result of failure to receive such notice, the substitute shall receive a full shift substitute pay and this amount shall be deducted from the employee's salary for that month, or, at the option of the employee, one day of vacation shall be deducted.
- j.** A sick day, once commenced, may not be reinstated as a working day unless approved by the immediate supervisor. Medical appointments for a portion of the work day may be taken as sick leave.
- k.** No payment for sick leave shall be made unless submitted by the employee on the form specified by Human Resources and signed by the employee and the immediate supervisor.

- l. The District may require certification from a health care provider or other proof of illness or that of a person authorized by any well-recognized religious sect, denomination or organization to treat people, for days of absence due to illness or accident. Normally, this shall be done when the absence exceeds five (5) days or when there is a reasonable, evidence-based suspicion of an employee's abuse or misuse of sick days. When the District asks for a note under this category, CSEA shall be notified.
- m. After an employee has been absent for five (5) or more consecutive days, the District may require release to return to work from a health care provider or that of a person authorized by any well-recognized religious sect, denomination or organization to treat people.
- n. When requested by the District, an employee shall undergo an examination by a health care provider selected jointly by the employee and the District. In the event that the District and the employee are unable to agree upon a health care provider, a health care provider will be selected by the County Medical Association and both parties shall be bound by that decision. The employee shall authorize the examining health care provider to release the results of the examination to the District. The District shall pay the costs of such examination.
- o. Sick leave must be utilized in at least one-half (.5) hour increments.
- p. Sick leave used shall be reported electronically within the month taken. Employee will be required to use the Absence Report for Late Submissions form if they fail to submit their leave on time. (Attachment T)

**5. Use of Sick Leave to Care for the Illness of Family Members.**

- a. An employee may use up to six (6) days of accrued sick leave to care for the illness of the employee's spouse, domestic partner, mother, father, brother, sister, grandmother, grandfather, child, grandchild, son-in-law, daughter-in-law, or those of the employee's spouse.
- b. All conditions and restrictions on use of sick leave as outlined in this Article apply. This allocation is distinct from the sick leave allowance for Personal Necessity as outlined in this Article.

**6. Catastrophic Leave**

- a. Bargaining unit members may donate accumulated and unused sick to a catastrophic leave program for the purpose of benefiting another bargaining unit member who has suffered a long-term illness or disability and who has exhausted all fully paid leaves.
- b. Donated hours shall be converted for utilization on a day-for-day basis, resulting in the recipient being paid at his/her regular rate of pay. CSEA shall maintain records and decide eligibility and inform MCCD in writing which employees' sick leave is to be debited and which credited. Once donated, days may not subsequently be returned to the unit member.

**7. Pregnancy Disability Leave (Unpaid)**

- a. In cases of pregnancy disability, employees shall be granted an unpaid leave of absence of up to four (4) months upon written application to the Superintendent/President or designee through the immediate supervisor. The beginning and ending date of the leave shall be determined by the

Superintendent/President or his/her designee on the basis of the employee's physical condition as certified by her health care provider, in the best interests of the welfare of the employee and the District.

- b. Any period of actual physical disability connected with a disability cause or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, shall be treated as any other physical disability, and any accrued sick leave or other salary continuance benefits shall be available to the employee. Physical disability, for purposes of this policy, shall be defined as a period during which the employee is unable to perform job-related duties. The period of actual disability shall be supported by written statement from the employee's health care provider, provided, however, that the District may, at its option, obtain other medical opinion.
- c. The period of medical disability due to pregnancy or related medical condition shall be treated in the same manner as other absences for temporary disability.
- d. Leave for beyond the period of actual physical disability may be granted in accordance with the provisions pertaining to other uncompensated leaves. No compensation, sick leave, or employee benefits will be granted.
- e. The date which the employee may return to her position after pregnancy or related medical condition, or recovery therefrom, shall be determined by mutual consent of the employee, her immediate supervisor and the Chief Human Resources Officer or designee.
- f. This policy shall not be construed so as to deprive any employee of sick leave rights under other sections of the Education Code for absence due to illness resulting from pregnancy.
- g. The leave of absence shall be reported in the month in which the leave is taken, by the employee submitting leave on electronic leave report.

## 8. **Parental Leave**

It is the intent of this Section of the collective bargaining agreement to make available to unit members leave under the Paid "Parental Leave (Ed. Code §88196.1). This Section shall be applied and interpreted in accordance with the state and federal law and regulations, and is intended to be consistent with such laws and regulations. **Use of leave designated as Paid Parental leave does not constitute an additional 12 weeks under FMLA.**

- a. Effective January 1, 2017, classified employees are entitled to up to 12 workweeks (maximum) of paid "Parental Leave in a 12-month period following the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.
- b. The rate of pay is the employee's full pay if he/she has sufficient sick leave to cover the entire period of "Parental Leave". If the employee does not have sufficient sick leave, the rate of pay is as set forth below.
  - i. Using the "differential" pay method of calculating extended illness leave, classified employees receive their full rate of pay less the amount actually paid the substitute employed to fill his or her position. If the employee is eligible for California Family

Rights Act ("CFRA") leave, after exhaustion of all available sick leave, the employee shall receive differential pay or fifty percent (50%) of their regular rate of pay for the remainder of the twelve (12) workweek period, whichever is greater.

- c. An employee is not required to have 1,250 hours of service with the District in the previous 12-month period to qualify to take Parental Leave under this section. An employee is not required to use his or her sick leave for Parental Leave as a condition of using baby bonding leave under the California Family Rights Act ("CFRA"). An employee who is eligible for CFRA leave may elect to take unpaid CFRA baby bonding leave and reserve his or her sick leave for later use (as sick leave, not as Parental Leave); however, if an employee elects to receive paid Parental Leave, his or her entitlement to CFRA baby bonding leave is reduced by the period of Parental leave not to exceed a maximum of twelve (12) workweeks. Further, an employee who elects to take unpaid leave under this section shall not be eligible for differential or fifty percent (50%) pay during the twelve (12)-workweek period (if the employee is eligible for CFRA as above) until they have exhausted all current and accrued sick leave.
- d. Parental Leave in this section shall run concurrently with CFRA baby bonding leave taken pursuant to Government Code section 12945.2, and in the combination of the two leaves shall not exceed twelve (12) workweeks in a twelve (12)-month period.
- e. Procedure for Applying:

Complete the appropriate form and submit to Human Resources.

## **9. Industrial Accident & Illness Leave**

- a. Employees shall be allowed up to sixty (60) working days leave in any year for the same accident.
- b. Allowable leave shall not be accumulative from year to year.
- c. Industrial accident or illness leave will commence on the first (1st) day of absence.
- d. Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this state, exceed the normal wage for the day.
- e. Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under workers' compensation.
- f. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury occurred, for the same illness or injury.
- g. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving workers' compensation, the person shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensation time, vacation or other available leave which, when added to the workers' compensation award, provide for a full day's wage salary.

- h. During all paid leaves of absence, 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 a governing board, the District shall endorse to the employee wage loss benefit checks received under the worker's compensation laws of this State. Checks will be mailed to employee's home with no deductions taken within ten (10) working days of receipt of wage loss benefit check by the District. The District shall issue the employee appropriate warrants for payment of wages or salary, and shall deduct the amount of the workers' compensation wage loss benefit checks from the employee's normal paycheck. The District shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this Section.
- i. When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a reemployment list for a period of 39 months without pay. When available, during the 39-month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case, the person shall be listed in accordance with appropriate seniority regulations.
- j. Any employee receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.
- k. The leave of absence shall be reported in the month in which the leave is taken, by the employee submitting leave on electronic leave report.

**10. Personal Necessity Leave**

- a. Days accumulated for sick leave purposes may be used by an employee, at his/her election, in cases of personal necessity. No such accumulated leave in excess of seven (7) days shall be used in any one fiscal year for personal necessity purposes.

Personal necessity is defined as any of the following:

1. Death or serious illness of a member of his/her immediate family when additional leave is required beyond that provided in Section 1.a above.
2. Accident involving his/her person or property, or the person or property of a member of his/her immediate family.
3. Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction, including adoption hearing.
4. To conduct legal or other personal and pressing obligations which require the presence of the employee during regularly scheduled working hours in order to prevent a familial or financial hardship. Such obligations do not include any extension of holidays and/or weekends or any recreational matters of personal convenience.



5. Religious holidays.

- b. Advance permission shall not be required for leave taken under Sections a.1 and a.2 above.
- c. The unit member shall submit a written request to his/her immediate supervisor designating which section "1" through "5" is involved, but shall not require any statement of reason beyond such designation. Such written request shall be signed under penalty of perjury (affidavit). This request shall be submitted prior to taking the leave except as specified in Section b above.
- d. The sick leave used for personal necessity shall be reported in the month in which the leave is taken, by the employee submitting leave on electronic leave report.

11. **Uncompensated Leave**

The District recognizes that in certain instances, a classified employee may wish extended leave for personal reasons and that the District could benefit from the return of said employee. The District reserves the right to specify the conditions under which uncompensated leave may be taken.

a. **Purpose:**

Uncompensated leave may be taken for the following purposes:

- 1. Study
- 2. Training
- 3. Personal
- 4. Child Rearing
- 5. Adoption
- 6. Parental
- 7. Medical

b. **Eligibility:**

Uncompensated leave may be granted to permanent employees only. An employee shall have completed at least one (1) year of service with the District to be considered for uncompensated leaves requiring District approval. Leaves consisting of twenty-two (22) working days or less in duration per fiscal year do not require Board approval and a minimum service requirement is not needed for such leaves.

c. **Application:**

Requests for uncompensated leave of more than twenty-two (22) working days (long-term) shall be made to the Superintendent/President through the immediate supervisor at least thirty (30) calendar days in advance of the desired start date. Uncompensated leave of twenty-two (22) working days or less (short-term) shall be requested at least fourteen (14) calendar days in advance of the desired start date for approval by the appropriate administrator through the immediate supervisor. Special consideration shall be given to emergencies.

Employees may withdraw their request for long-term uncompensated leave no later than fourteen (14) calendar days prior to the commencement of the long-term leave.

**d. Period of Leave**

Any long-term uncompensated leave may be granted for an initial period of up to six (6) months. The beginning and ending dates of the leave shall be set, as mutually agreed, in the written request. Uncompensated leaves of more than twenty-two (22) working days may be extended following thirty (30) calendar day advance notice which must be approved through the established lines of authority. The leave of absence shall be reported in the month in which the leave is taken, by the employee submitting leave on electronic leave report.

**12. Employee/Family Care Leave (Unpaid)**

It is the intent of this Section of the collective bargaining agreement to make available to unit members leave under the Federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) (Government Code Section 12945.2). This Section shall be applied and interpreted in accordance with the state and federal law and regulations. All leave under this section is unpaid.

**a. Eligibility:** A unit member who has worked in the District for 12 continuous months and a minimum of 1,250 hours during the previous 12 months is eligible for the leaves described below. Unit members who work less than 12 months each year, are considered to have met the 12-month requirements so long as they meet the 1,250 hour requirement.

**b. Purposes for Which Leave May be Taken:**

1. Birth, adoption or foster care placement of a child (within one year of event).
2. Care of a family member with a serious health condition:
  - a. Family member includes spouse, parent (including person who stood in loco parentis to the employee), child (including foster, step and adult children and legal wards).
  - b. Serious Health Condition is defined as any illness, injury, impairment or physical or mental condition that requires either inpatient care in a hospital, hospice, or residential care facility, or continuing treatment by or under the supervision of a health care provider.
3. Unit members own serious health condition (except that CFRA excludes pregnancy disability which is covered under Government Code Section 12945).

**c. Duration of Leave:**

1. Leave may be taken for a total of 12 work weeks in a 12-month period.
2. Leave is pro-rated for part-time employees.

3. Intermittent leaves in the form of reduced work day or work weeks may be taken due to a single illness or injury, i.e. for chemotherapy, radiation, kidney dialysis or other treatments of a similar nature.
4. Intermittent leaves shall be scheduled, to the extent possible, to minimize disruption to the District. An employee who requests leave on an Intermittent or a reduced leave schedule may be required to transfer temporarily to a position that better accommodates recurring periods of absence than the employee's regular position.

d. **Time for Commencement of Leave**

1. Leave for birth, adoption or foster care placement of a child must commence within one year of the birth, adoption or foster care event. Leave need not all be taken at one time.
2. The unit member shall be required to first use personal necessity, if available, but not sick leave for situations other than the unit member's own serious health condition prior to utilizing unpaid FMLA leave.
3. If the situation is the unit member's own serious health condition, he/she shall be required to first use sick leave, accrued vacation, compensatory time, and five month "differential" leave in accordance with applicable law prior to utilizing unpaid FMLA leave.
4. Pregnancy disability leave is treated separately under CFRA (See Government Code Section 12945)

e. **Employee Notice:**

1. If the need for leave is foreseeable, the unit member shall provide the District with reasonable (at least 30 days) written notice.
2. If the need for the leave is unforeseeable, notice must be given as soon as practicable.
3. The District may deny the leave for failure to provide notice if:
  - i. The unit member had no reasonable excuse for failure to give notice;
  - ii. The unit member actually knew of the notice requirements; and
  - iii. The need for leave was clearly foreseeable.

f. **Continuation of Benefits:**

1. The District will continue to pay the unit member's health benefits to the same extent the District would have paid for such benefits if the unit member would have continued working during the time of leave under this section.
2. If the unit member does not return at the end of the leave, the District will collect from the unit member the amount expended for benefits unless the failure to return is because of disability or other reasons beyond the control of the unit member.

3. The District will not continue to pay for dental and vision benefits. The unit member can make arrangements to pay for these benefits, if he/she wishes them to continue.
  4. The District and the unit member cannot continue to pay the retirement contributions because the unit member must be in paid status for these contributions to continue.
  5. The unit member cannot continue the short-term disability/long-term disability payment because the unit member must be in paid status to make this payment.
- g. Status While on Leave:** Leave does not constitute a break in service for purposes of seniority or longevity.
- h. Spouse Employees:** If both spouses are employed by the District, the aggregate leave for both employees is limited to a combined twelve (12) weeks for the care of a newly arrived child (birth, adoption or foster care placement) or a sick parent. For other purposes, each employee is entitled to twelve (12) weeks of leave.
- i. Medical Certification of Serious Health Condition**
1. The unit member shall provide to the District medical certification of the serious health condition of a child, spouse or parent and a statement that the serious health condition requires the participation of a family member to provide care.
  2. The unit member shall provide to the District medical certification of his/her own serious health condition and the inability to perform the functions of his/her position.
  3. Medical certification may be provided by a physician, osteopath or other health care provider designated by the Secretary of Labor. (Form available from Human Resources)
  4. The District may, at its expense, require additional medical evaluation and certification of the unit member's own serious health condition (but not of the unit member's spouse, parent or child).
  5. The District shall require release to return to work from an employee's health care provider following leave for the unit member's own serious health condition.
- j. Right to Reinstatement:** A unit member is entitled to reinstatement to the same or a comparable position, if the position exists at the time of the unit member's return.
- k. Procedure for Applying**
- Complete the ***Request For Employee/Family Care Leave And Medical Certification Form*** (available from Human Resources) and submit to Human Resources.

**11. Miscellaneous**

- a.** All employees on paid absence, shall receive vacation, holiday, and sick leave credit, accrue seniority, and be eligible for health and welfare benefits.
- b.** Employees on unpaid leave and employees with thirty-nine (39) month re-employment rights shall, upon their return, retain seniority rights and step position on the salary schedule which they held at the beginning of the leave.
- c.** Employees on uncompensated leave shall not earn sick leave or vacation credit.
- d.** Any working day absence shall be reported on the prescribed form designated by Human Resources.
- e.** Employees on an approved uncompensated leave may continue participation in the fringe benefit programs outlined in Article 8: Fringe Benefits by prepaying to the District the full premium cost for such programs, provided the carrier approves. The employee must request continuation in the applicable fringe benefit program.

## ARTICLE 12

### PROMOTIONS/TRANSFERS

#### 1. Filling a Vacancy

When a new position in the classified unit is created, or an existing position becomes vacant, the vacancy will be posted for at least ten (10) full working days on the District web site and the CSEA President will be notified. The job vacancy notice shall include: job title, FTE, months per year assigned to the position, the salary range, work schedule, assigned area or department at time of hire, screening process, statement regarding Equal Employment Opportunity regulation compliance, and the deadline for applying to the vacancy.

A detailed job announcement and current job description shall be available from the District Human Resources Department.

#### 2. Transfers

A "transfer" is a move from one (1) an employee's current work location, department, and/or supervisor to another work location, department and/or supervisor in the District within the same job classification.

Unit members may also increase their FTE (full-time equivalent) or MPY (month-per-year) through a transfer.

#### 3. Transfer Procedures

##### a. Single Applicant

1. In order to be considered a transfer applicant, a unit member must apply for the vacancy.
2. If there is only one applicant eligible for a transfer opportunity, and the applicant's performance record is satisfactory, the transfer opportunity shall be approved. The supervisor/manager and a Human Resources representative will meet with that applicant and will explain the duties and expectations of the position. If the applicant is still interested in the transfer opportunity he/she will be placed in the assignment in "probationary status" for a period of thirty (30) work days. During the thirty (30) work day probationary period, either or both the supervisor/manager and the employee have the right to terminate the transfer assignment without cause.
3. During this thirty (30) work day probationary period, the applicant's former assignment will be left vacant and may be back filled by a substitute employee, to allow the employee to return to the former assignment.

##### b. Multiple Applicants

1. If there is more than one applicant for a transfer opportunity, all eligible applicants shall receive consideration before external applicants will be interviewed. The supervisor/manager and a Human Resources representative will provide a group orientation with the applicants

about the duties and expectations of the position. All applicants still interested in the transfer opportunity after this orientation will be interviewed by the supervisor/manager and a Human Resources representative.

2. The following criteria will be considered in making the final selection. Final selection is within the discretion of the District.
  - a. Reference letters that may be submitted at the time of application.
  - b. Previous performance evaluations (written and verbal from current supervisor/manager).
  - c. Specific skills required in the transfer assignment and the skill level of the applicant.
  - d. Seniority in the job classification.
3. Those applicants who are not selected for the transfer assignment will receive a written response from the District indicating the reason for non-selection with signatures from the immediate supervisor and the department/area manager.
4. The employee selected will be placed in the assignment in "probationary status" for a period of thirty (30) work days. During the thirty (30) work day probationary period, either or both the supervisor/manager and the employee have the right to terminate the transfer without cause.
5. During this thirty (30) work day probationary period, the applicant's former assignment will be left vacant and may be filled by a non-student substitute employee-to allow the employee to return to the former assignment.

#### **4. ADA Accommodation**

Notwithstanding the terms of the contract regarding transfer priority, if a vacancy occurs within the bargaining unit and the District is aware of the need to provide reasonable accommodation under the ADA and such accommodation may involve placement of that individual in the upcoming vacancy, the District and CSEA agree as follows:

- a. The District will provide notice to CSEA of the situation;
- b. The District will decide whether or not to place the individual needing accommodation in the vacant position;
- c. If the District decides to place the person needing accommodation in the newly open position, no posting of the position will be required.
- d. If the District decides not to place the person needing accommodation in the newly open position, the posting procedures described above will be followed.
- e. The District will notify the individuals and CSEA of any and all decisions.

## 5. Promotions

“Promotion” is the selection of a unit member through the application process for a vacant position in a higher classification.

## 6. Promotion Procedures

- a. In order to be promoted a unit member must apply for the position.
- b. All internal applicants who meet the minimum qualifications for the position will be granted an interview.
- c. Internal applicants who are not selected for the promotional opportunity will receive a written response from the District.
- d. The employee selected will be placed in the assignment in "probationary status" for a period of thirty (30) work days. The District may extend the probationary period by an additional thirty (30) work days. During the promotional probationary period, either or both the supervisor/manager and the employee have the right to terminate the promotion. *See also* Article 5, Evaluation.
- e. During this probationary period, the applicant's former assignment will be left vacant and may be back filled by a substitute employee-to allow the employee to return to the former assignment. The District may initiate a recruitment for the vacant position during the promotional probationary period. If the promoted unit member does not pass probation in the higher classification, or elects to return to their former position held during the promotional probationary period, the unit member shall have the right to return to the position.



## ARTICLE 13

### DISCIPLINARY ACTION

#### PROGRESSIVE - DISCIPLINE, CORRECTIVE ACTION & DOCUMENTATION

**Definition:** **Dismissal** - Removal from the employment of the District

**Suspension** - Temporary removal from work without pay. All other benefits remain in effect.

Paid Administrative Leave – Temporary removal from work with pay. All other benefits remain in effect.

#### 1. **Guiding Principle**

A guiding principle is that employees want to be productive and contributing members of the college community. When an employee's performance begins to deteriorate or when a serious infraction occurs, it is important that the supervisor communicates their concerns with the employee in a timely manner. The seriousness of an infraction will determine the appropriate corrective action and/or discipline.

The supervisor is responsible for taking timely, progressive and constructive action to inform the employee of a performance problem or inappropriate behavior and the need to correct it before using increasingly stronger disciplinary measures if an employee fails to correct their performance.

The formal progressive discipline process shall include an in-person meeting. If the session fails to resolve the issue additional steps may include a verbal warning, a written reprimand, suspension or termination of employment. The disciplinary action taken must correlate to the seriousness of the infraction and the employee's performance history.

The employee's performance should be monitored by the supervisor to ensure that the employee is performing satisfactorily in fulfilling the requirements of their position. When the supervisor has knowledge or anticipates that a problem is developing, the employee shall be immediately notified and counseled to correct their performance or unacceptable behavior.

#### 2. **Constructive Discipline and Corrective Action Steps**

##### a. **In-Person Meeting**

The supervisor shall verbally inform the employee if there is a performance problem or unacceptable behavior, and what measures should be taken. The supervisor must give the employee reasonable time to correct their performance, along with explaining to the employee the consequences of not correcting the performance problem. A written memo should follow the verbal notice to the employee of the performance problem or unacceptable behavior.

**b. Verbal Warning**

The supervisor will provide a verbal-warning followed up with a summary in writing if the employee's performance or unacceptable behavior does not improve in the time frame discussed during the meeting. The supervisor will inform the employee of the unacceptable behavior or unsatisfactory job performance and the actions and timeframe necessary to improve their behavior or performance. The supervisor will explain to the employee the consequence of not correcting their performance problem or unacceptable behavior during the timeframe discussed. The verbal warning shall not be put in the employee's personnel file.

**c. Written Reprimand**

The supervisor shall issue a written reprimand if the employee's performance does not improve by the timeframe discussed. The written reprimand is a description of the unacceptable behavior or unsatisfactory job performance, and includes a review of the prior corrective action(s) taken, a factual statement of the circumstances causing the current corrective action and a clear notice of future performance expectations. The employee has the right to respond within ten (10) days following the receipt of the written reprimand. The written reprimand will be placed in the employee's personnel file after ten (10) days.

**d. Paid Administrative Leave**

If an employee needs to be removed from the workplace immediately because of a serious infraction or allegation about the employees' conduct before an investigation can be conducted, the employee will be noticed. Examples of these situations are suspected theft, potential sabotage and disorderly conduct posing a threat to the employee or other employees. In these situations, the supervisor must contact the Executive Director of Human Resources or designee immediately, who will determine if there is an immediate need to remove the employee from the workplace in order to investigate the situation. The employee will be suspended with pay pending the outcome of the investigation with the understanding that a final decision, and appropriate disciplinary action relative to the situation will be taken, up to and including dismissal. The employee will be given a written notice of the reasons for the suspension pending the outcome of an investigation.

**e. Suspension**

If the employee's performance does not improve after a written reprimand, the supervisor will notice the employee in writing that they will be placed on an involuntary unpaid leave temporary removal from employment of the District for a specific period, not to exceed five (5) work days. The written notice will include the reason(s) for the suspension. The notice shall also contain a statement of the right to a hearing on such charges. Benefits for the employee will continue during a suspension.

### **3. Cause for Disciplinary Action**

A permanent classified employee shall be subject to disciplinary action, for any of the following causes:

- a. Incompetency or inefficiency.
- b. Absence and/or repeated tardiness without authority or sufficient reasons.
- c. Insobriety or unauthorized use of narcotics or habit-forming drugs during duty hours.
- d. Insubordination or insolence or disrespect toward superiors.
- e. Dishonesty.
- f. Conviction of a felony, any crime involving moral turpitude, or any crime bringing discredit upon the District.
- g. Immoral conduct.
- h. Evident unfitness for service.
- i. Violation of or refusal to obey the education laws of the State or regulations of the District.
- j. Discourteous treatment of the public, pupils or other employees while on duty.
- k. Conduct in violation of Section 1028 of the Government Code (advocating the overthrow of the Government of the United States or of any state by force or violence).
- l. Any conduct inimical to the welfare of the District or the students.
- m. For employees who drive a vehicle in the regular course of their employment:
  - i. Failure to maintain a good personal or business driving record;
  - ii. Failure to satisfy the insurability requirements of the District's insurance carrier under the District's regular insurance policies. The District's ability to obtain insurance for the employee under a high risk or any policy other than the regular insurance policies does not mitigate this failure.
- n. Neglect of duty.
- o. Material and intentional misrepresentation or concealment of any fact in connection with obtaining employment.
- p. Willful damage to public property or waste of public supplies or equipment.

q. Failure to possess or keep in effect any license, certificate or other similar requirement specified in the law or the employee's position description or otherwise necessary for the employee to perform the duties of the position.

r. Violation of a collective bargaining agreement.

s. Abandonment of job.

#### 4. **Hearings**

##### a. **Notice of Proposed Disciplinary Action/Employee Right to Evidentiary Hearing**

Prior to the implementation of disciplinary action, any permanent classified employee against whom such action is initiated by the District shall be given written notice by the Superintendent/President or his/her authorized representative of the specific charges. The notice shall contain the reasons for the proposed action, a copy of the charges and all the material upon which it is based. The notice shall also contain a statement of the right to a hearing on such charges. If the employee wishes a hearing, the request for hearing must be submitted within ten (10) calendar days after service of the notice on the employee, and said notice shall be accompanied by a paper, the signing and filing of which with the Superintendent/President or authorized representative shall constitute a demand for a hearing and a denial of all charges. Failure of the employee to file a request for hearing within the time specified shall constitute a waiver of the employee's right to a hearing.

##### b. **Conduct of the Hearing**

- i. **Hearing Board** -- The Governing Board shall determine whether any hearing will be conducted before the entire Governing Board or one or more named members of the Governing Board or a Hearing Board or officer appointed by the Governing Board, and shall make such appointments as may be necessary. The term "Hearing Board" shall mean any board, board member or other person named or appointed under this Article to hear any hearing. The hearing shall be in executive session (closed) unless the employee requests in writing that the hearing be held in open (public) session.
- ii. **Notice of Hearing** -- The Governing Board or the Hearing Board shall set the matter for hearing and shall give the employee at least five (5) working days notice in writing of the date and place of such hearing.
- iii. **Released Time** -- If the hearing is held during the work hours of employee(s), witness(es) and such employee(s) shall be released without any loss of pay or benefits, to appear at the hearing.
- iv. **Rights of Employee** -- The employee shall attend any hearing, unless excused by the Governing Board or the Hearing Board and shall be entitled to:
  1. The employee may, upon request, have copies of the materials upon which the charges are based;

2. be represented by counsel or any other person at such hearing;
3. testify under oath;
4. compel the attendance of other employees of the District to testify in his or her behalf;
5. cross-examine all witnesses appearing against him or her and all employees of the District whose actions are in question or who have investigated any of the matters involved in the hearing and whose reports are offered in evidence before the Hearing Board;
6. impeach any witness;
7. present such affidavits, exhibits and other evidence as the Hearing Board deems pertinent to the inquiry;
8. argue his or her case.

The party attempting to substantiate the charges against the employee shall be entitled to the same privileges.

- v. **Evidence** - The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be admitted for any purpose but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.
- vi. **Exclusion of Witnesses** - The Hearing Board may at its discretion exclude witnesses not under examination, except the employee and the party attempting to substantiate the charges against the employee, and their, respective counsel. When hearing testimony on scandalous or indecent conduct, all persons not having a direct interest in the hearing may be excluded.
- vii. **Burden of Proof** - The burden of proof shall be upon the party attempting to substantiate the charges.
- viii. **Findings and Decision** - Upon completion of the hearing, Findings of Fact and Conclusions of Law shall be signed and filed by the Governing Board, which shall constitute its decision. If the hearing is not before a quorum of the Governing Board, written findings and conclusions shall be submitted by the Hearing Board to the Governing Board for its approval. If the Governing Board accepts such findings and conclusions, it need not read the record of the hearing; if it declines to accept such findings and conclusions, it must read the record or hold a new hearing, after which it

may adopt the findings and conclusions made by the Hearing Board, or make its own findings and conclusions.

Unless the decision provides otherwise, it shall be effective immediately. Notice of the decision shall be mailed promptly to the employee or his/her counsel or representative. Except for the correction of clerical error, such decision shall be final and conclusive, subject only to judicial review.

- c. **Report of Hearings** - The hearing shall be recorded by the District. At least two (2) work days prior to the hearing, the employee may inquire how the hearing will be recorded. If a court reporter is not to be used and the employee requests that such reporter be used, the cost shall be borne by the employee unless the District desires a copy of the transcript and then the cost of the reporter and of the transcript shall be borne equally between the District and the employee.
- d. **Transcripts of Hearings** - Transcripts of hearings shall be furnished to any person on payment of the cost of preparing such transcripts. When transcripts are provided by the employees of the District, the cost shall be determined by the Vice President of College Operations. When transcripts are provided by an independent contractor, the cost will be established by the independent contractor.
- e. **Continuances** - The Hearing Board may grant a continuance of any hearing upon such terms and conditions as it may deem proper, including in its discretion the condition that the employee shall be deemed to have waived salary for the period on continuance. Any request for continuance made less than 48 hours prior to the time set for the hearing will be denied unless good cause is shown for the continuance.

## 5. **Alternative Hearing**

As an alternative to the type of hearing provided for in subdivision 3. above, the employee may request that the hearing to be conducted be an informal one by so stating in his/her demand for hearing. In the event the employee requests an informal hearing, and his or her collective bargaining representative agrees, the Superintendent/President or designee shall arrange with the employee for the type of informal hearing to be conducted and the parties may agree in writing upon what person or persons shall hear the matter and how the hearing shall be conducted. In the event the parties fail to agree in writing within five (5) working days after filing of the notice of demand for hearing upon who shall hear the matter and how it shall be conducted, the hearing shall be conducted as provided for in subdivision 3. above. In the event the matter is informally heard as agreed upon in writing, the decision of the persons hearing the matter shall be final and conclusive, and there shall be no right of appeal by the employee to the Governing Board or to the courts unless otherwise stipulated in the written agreement to handle as an informal hearing.

## ARTICLE 14

### CLASSIFICATION, RECLASSIFICATION, AND ABOLITION OF POSITIONS

#### 1. **Job Descriptions**

The District shall provide CSEA with notice and opportunity to bargain regarding changes to job descriptions on wages, hours, or terms and conditions of employment.

Each job description shall be reviewed by the supervisor and the employee during the performance evaluation process. Any recommended changes shall be submitted in writing to HR for consideration and potential negotiations.

#### 2. **Placement in Class**

Every bargaining unit position shall be placed in a classification. Classification of positions will follow the agreed upon salary schedule. Classification of a position will include a written job description which contains an accurate and concise description of duties and responsibilities, and skills, knowledge and abilities required to perform the job.

#### 3. **Salary Survey**

Prior to the expiration of every other three year contract term, approximately once each six years, starting with the year 2022, the District will conduct a study comparing the CSEA salary schedule and classifications to a comparable list of institutions (from the Bay 10 community college districts – Peralta, Contra Costa, Foothill de Anza, San Mateo, West Valley Mission, Ohlone, Chabot Las Positas, San Francisco City College, San Jose Evergreen) to ensure comparable salaries and that job descriptions accurately reflect the duties performed. The results of the study (classification and salary survey) will be reviewed by the District and CSEA for implementation as may be mutually agreed upon as part of successor contract negotiations. Changes for specific classifications will be considered in accordance with Article 14, Section 6.B.

#### 4. **New Positions or Classes of Positions**

All newly-created positions or classes of position classifications, unless specifically exempted by law, shall be assigned to the bargaining unit if the job descriptions describe duties performed by employees in the bargaining unit or which by the nature of the duties should reasonably be assigned to the bargaining unit. Any dispute regarding this paragraph shall be solely determined by PERB. The District shall notify CSEA of any proposed new classification to be assigned to the unit and negotiate its salary with CSEA.

#### 5. **Downward Adjustment**

Any downward adjustment of any position or class of positions shall be considered a demotion and if not voluntary, shall take place only as a result of following the layoff procedures of this Agreement.

#### 6. **Reclassification**

a. **Definition:** Reclassification is a change in range for any of the following reasons:

1. New job duties with significantly increased difficulty/complexity, scope and/or significantly higher level of responsibility are either gradually added or eventually added to the requirements of the position.
  2. An extraordinary need for change has been identified such as the shortage of applicants, excessive turnover, or unique skills required.
  3. In order to be considered for reclassification, the employee must be consistently asked to perform tasks not contemplated in his/her job.
  4. Increase in workload is **NOT** considered to be a valid reclassification request.
  5. Comparability of positions by agreed upon external market comparisons.
- b. Process:** The process for an employee to request a reclassification consists of the following steps:
1. An employee may request a review of the classification of her or his position. The review will be based on the employee's job description, duties performed and recommendations of the supervisor. An employee may submit no more than one (1) request in a two (2) year period. An employee must serve in the current classification for at least two (2) years prior to submitting a request.
  2. To submit a reclassification request, the employee must complete the reclassification request form (Attachment Q and submit it to Human Resources on or before October 1. The employee must submit a request to Human Resources on or before October 1 in order to have the request considered during that fiscal year.
  3. After October 1 of a fiscal year in which reclassification requests are submitted, Human Resources will convene the Reclassification Committee to consider submitted requests. The Reclassification Committee will meet as necessary for full consideration of requests and completion of the classification review process. The request review process shall be completed on or before February 1.
  4. The date on which the approved reclassification takes effect, for purposes of salary and seniority in the classification, shall be the date on which the reclassification duties commenced. Retroactive pay will be limited to October 1 of the year prior to the date the employee filed the request. Any out-of-classification pay already received by the employee for the work will be factored into any retroactive pay calculation.
  5. The Reclassification Committee shall notify Human Resources, the employee, and their supervisor of the outcome of the reclassification review. The employee may request a meeting with a District representative and a CSEA representative regarding the decision within ten (10) calendar days of receiving the decision.
  6. When a reclassification request is approved, or approved as adjusted by the Reclassification Committee, Human Resources shall refer the Reclassification Committee's final recommendations to the Negotiations Committee to finalize and sign off prior to implementation.



**7. Reclassification Committee:**

- a.** The Reclassification Committee shall consist of up to three (3) unit members selected by CSEA and up to three (3) employees selected by the District to work on a procedure.
- b.** The Reclassification Committee will establish internal committee procedures and may request additional information concerning the applicant's position as needed. Information may include, but not be limited to, desk audit, and comparable salary data from the Bay 10 community college districts. The Reclassification Committee will interview both the employee and the supervisor.
- c.** All recommendations of the Reclassification Committee shall be made by a majority vote, with all committee members present by remote attendance (telephone or video conference) or in person for the vote.
- d.** Any Classified Committee Member whose position is being considered for reclassification will be recused from the Committee and temporarily replaced by another Classified Employee designated by the remaining Classified Committee Members.

## ARTICLE 15

### LAYOFF AND REEMPLOYMENT

#### 1. **Reason for Layoff**

Layoff shall occur only for lack of work or lack of funds.

#### 2. **Notice of Layoff**

The District shall notify CSEA in writing, in advance, of the Board's decision to layoff employees. The District and CSEA shall meet following the receipt of such initial notice to negotiate the impact of the layoff beyond the provisions of this Article. Failure of the District to comply with California Education Code provisions, pertaining to layoff, shall invalidate the layoff.

#### 3. **Reduction in Hours**

Any reduction in regularly assigned time as an alternative to layoff, shall be considered a layoff under the provisions of this Article.

#### 4. **Order of Layoff**

The order of layoff shall be based on seniority within that affected class and higher classes in which the employee has worked and gained permanency. An employee with the least seniority within the class plus higher classes, as described above, shall be laid off first. Effective July 1, 2012, seniority shall be based on date of hire in the affected class plus higher classes, as described above, in accordance with the California Education Code

#### **Regarding Date of Hire Seniority List – Memorandum of Understanding**

1. Hours of all current CSEA classified employees will be calculated through June 30, 2012 and frozen.
2. An alpha list of all CSEA classified employees listing each employee's current and previous job classifications will be created and attached to the seniority roster as an appendix.
3. Each employee's current position will be noted with an asterisk.
4. The seniority roster subcommittee will meet to review the draft seniority list prior to it being sent out to the membership for review. It will be sent out no later than July 20, 2012, with an expected return date of July 31, 2012, with exceptions for those on off-duty or which require further review.
5. Any CSEA classified employee hired on or after July 1, 2012 shall automatically be placed on the seniority list according to the date of hire.

#### 5. **Bumping Rights**

An employee laid off from his or her present class may bump into a lateral or lower class(es) in which the employee has worked and gained permanency. Such bumping shall be based on the employee's seniority rights.

**6. Layoff in Lieu of Bumping**

An employee who elects a layoff in lieu of bumping maintains his/her reemployment rights under this Agreement.

**7. Equal Seniority**

If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the hire date seniority and, if that is equal, then the determination shall be made by lot.

**8. Reemployment Rights**

Laid off persons are eligible for reemployment in the class from which they were laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff, if vacancies occur within the classification.

In addition, they shall have the right to apply for promotional positions within the filing period specified in the Promotions/Transfers, Article 12 of this Agreement.

**9. Voluntary Demotion or Voluntary Reduction in Hours**

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be returned, at the employee's option, to a position in their former class or to positions with increased assigned time as vacancies become available. Their reemployment to the former position or time shall be in accordance with their seniority on the reemployment list.

**10. Retirement in Lieu of Layoff**

- a. Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employee shall within ten (10) workdays prior to the effective date of the proposed layoff complete and submit a form provided by the District for this purpose.
- b. The employee shall then be placed on a thirty-nine (39) month reemployment list in accordance with Section 8. of this Article; however, the employee shall not be eligible for reemployment during such period of time as may be specified by pertinent Government Code Sections.

**11. Notification of Reemployment Opening**

Any employee who is laid off and is subsequently eligible for reemployment shall be notified by telephone and in writing by the District of an opening. Such notice shall be sent by certified mail to the last address given the District by the employee.

**12. Employee Notification to District**

An employee shall notify the District of his or her intent to accept or refuse reemployment either upon notification by the District or no later than two (2) working days following said notification. If the employee accepts reemployment, the employee must report to work not sooner than two (2) weeks

following acceptance of reemployment. An earlier return date may be established if mutually acceptable.

**13. Seniority Roster**

A seniority roster shall be made available to CSEA in advance of the Board's decision to layoff.

**14. Notification**

Employees to be laid off shall be notified in writing by the District at least sixty (60) days prior to the effective date of layoff.

**15. Final Pay**

Vacation and compensatory time earned and unused at the time of layoff shall be computed and paid with the final pay warrant due the employee.

**16. Restoration of Sick Leave**

Sick leave hours earned and unused at the time of layoff shall be restored to the employee upon reemployment within the legal reemployment period.

**17. Step Placement upon Reemployment**

Laid off employees shall be credited for all time served in the position and step from which they were laid off for the purposes of step placement and advancement to higher steps on the salary schedule, if applicable, upon reemployment.

**18. Disputes**

Employees may bring to the Dean of Human Resources' attention any objections to the seniority roster used for layoffs. Said objections are to be made to Human Resources to allow the District time to review the list and, if necessary correct any errors contained therein.

**19. Seniority upon Reemployment**

Seniority earned within classification and higher classifications up to the effective date of layoff shall be reinstated to the employee who is subsequently reemployed within the statutory reemployment period.

**20. Job Interviews**

Employees to be laid off shall be permitted to use up to three (3) days any available leave as provided for within the contract for the purpose of attending job interviews scheduled during his/her working day.

**21. Fringe Benefits**

To assist the unit member who has received a layoff notice, and who has not obtained new employment which provides fringe benefits by the effective layoff date, the District shall continue the existing fringe benefits as provided in Article 8 of this agreement for an additional two (2) month period beyond the layoff effective date or until the employee obtains new employment, as indicated above, whichever occurs first.

**22. Exercise of Bumping Rights**

An employee who has bumping rights as indicated by the District shall be given ten (10) work days, if possible, but in no event less than five (5) work days from date of receipt of his/her layoff notice to notify the District of his/her intention to exercise such bumping rights.

## ARTICLE 16

### GRIEVANCE PROCEDURE

#### 1. **Definitions**

- a. A "grievance" is a complaint by the grievant that he/she has been directly and adversely affected by a misapplication or violation of a specific provision of this Agreement.
- b. A "grievant" is a member of the bargaining unit (as defined by this contract) with a grievance, or CSEA. CSEA may file an individual or group grievance on behalf of an employee or employees.
- c. A "day" is any day in which the District Office or the School District is open for business.
- d. A "Supervisory/Management Team Member" is an employee in a position designated as supervisory or management by the Public Employee Relations Board.

#### 2. **Procedure**

Grievances shall be handled in the following manner:

##### a. **Level I – Informal Grievance**

Before filing a formal grievance, the grievant shall attempt to resolve it by an informal conference with the first supervisory/management team member in the chain of command within thirty (30) days after the occurrence of the act or omission giving rise to the grievance or after he/she becomes aware or should become aware of the act or omission. Failure by a grievant to appeal the decision at Level 1 within twenty (20) days shall be deemed an acceptance of the decision.

##### b. **Level II**

If the grievant is not satisfied with the decision at the Level I conference, then within twenty (20) days after the informal conference, the grievant may present the grievance in writing on the "Grievance Form" (Attachment J) to the first supervisory/management team member in the chain of command.

This statement shall be a clear, concise statement of the specific Section of the collective bargaining agreement involved, the relevant circumstances, the decision rendered at the informal conference, and the specific remedy sought.

The supervisor/management team member shall communicate his/her decision and reason for his/her decision in writing within ten (10) days after receiving the grievance. Failure by a grievant to appeal the decision at Level II within twenty (20) days shall be deemed an acceptance of the decision.

At Level II of the grievance procedure, the grievant may elect in writing to represent himself/herself rather than have CSEA provide representation. If the grievant elects to represent himself/herself at this level, or at any later levels, CSEA shall be relieved of any further obligation of representation.

**c. Level III**

If the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision on the prescribed form to the appropriate Vice President/District Department Manager in the chain of command within twenty (20) days of the response from the first supervisory/management team member in the chain of command.

Should the grievant, and/or CSEA representative, request a conference, the Executive Director, Human Resources & Labor Relations or designee, grievant and/or CSEA representative shall meet at a mutually convenient time in an effort to resolve the grievance. Extensions shall be granted to accommodate such meetings. The appropriate Vice President and/or Manager may also participate in this meeting, if deemed necessary by the Executive Director, Human Resources and Labor Relations or designee. At such meeting, either party may request the presence of relevant witnesses including, but not limited to, supervisory/management team personnel.

The Vice President/Manager shall communicate his/her decision and reasons for his/her decision in writing on the prescribed form within ten (10) days after receiving the grievance. Failure by a grievant to appeal the decision at Level III within twenty (20) days shall be deemed an acceptance of the decision.

**d. Level IV**

If the grievant is not satisfied with the decision at Level III, within twenty (20) days after receipt of the Level III response, the grievant may appeal the decision on the appropriate form to the Superintendent/President or designee. The Superintendent/President or designee shall communicate, in writing, a decision within ten (10) days after receipt of the appeal. Failure, by grievant, to appeal the decision at Level IV within twenty (20) days shall be deemed an acceptance of the decision.

**e. Level V**

1. Within twenty (20) days of the grievant's receipt of the decision at Level IV, CSEA shall inform the District as to whether the grievance will be arbitrated. CSEA and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances in public schools. The order of the striking shall be determined by lot. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator.
2. If either the District or CSEA so requests, a separate arbitrator shall be selected to hear the merits of any issue raised to determine arbitrability of a grievance. No hearing on the merits of the grievance will be conducted until arbitrability of a grievance is determined. The process to be used in selecting an arbitrator shall be as set forth in Section a. above.

The fees and expenses of the separate arbitrator determining the arbitrability of shall be borne by the party that raised the question of arbitrability of a grievance.

3. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues so submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
4. The District and CSEA agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator shall be without power or authority to make any decision that requires the District or the administration to do an act prohibited by law.
5. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties the findings and award.
6. The award of the arbitrator shall be final and binding.
7. The fees and expenses of the arbitrator and the hearing shall be shared equally by the District and CSEA. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they both mutually agree. If the arbitrator requests a court reporter, then the costs shall be shared by both parties.
8. By filing a grievance and processing it beyond Level IV, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. The processing of a grievance beyond Level IV shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for the resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

### 3. **Miscellaneous**

#### a. **Conduct**

1. During the pendency of any grievance, the grievant shall continue the assigned functions until a resolution of the grievance is final.
2. No reprisals of any kind will be taken by the District, its employees or agents against participants in the grievance procedures by reason of such participation.



**b. Forms**

Forms for filing grievances (Attachment J), serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared by the District and made available upon request so as to facilitate operation of the grievance procedure. Preparation of grievances shall not be at the expense of the District in that use of the District equipment or extraordinary use of the District facilities shall be prohibited. The costs of preparing such forms shall be borne by the District.

**c. Grievance File**

1. While a grievance is pending, all documents, communications and records pertaining to a grievance shall be kept in a separate grievance file in Human Resources. However, materials which could be related to disciplinary matters may be put in the employee's personnel file in accordance with those conditions outlined under Education Code Section 87031. During the pendency of any proceeding, and until the final determination has been reached, all proceedings shall be private, subject to the provision of the Brown Act.
2. The "grievance file" shall be available for inspection only by the employee, management, supervisory, or confidential employees in the chain of command and/or involved in the grievance processing procedures for the District, designated agents of the District, and CSEA President, Chief Job Steward and Field Representative.

**d. Released Time**

The grievant, CSEA representative and any necessary witnesses shall be granted a reasonable amount of release time to attend any hearings, meetings, or to inspect personnel or grievance files required by this grievance process between the District and the grievant.

**e. Special Circumstances**

1. If the grievance involves employees with different immediate supervisors, the grievance may be filed at Level III. If the grievance involves employees, not all of whom have the same supervision at Level III, the grievance may be submitted at Level IV.
2. The District shall consult with CSEA regarding any dispute over a written directive interpreting any Article of the Agreement by a management employee, should CSEA request such a consultation.

**f. Time Limits**

1. Time limits at each level shall begin the day following receipt of written decision by the parties in interest. Such time limits can only be extended by mutual agreement by CSEA and the District except as provided in C. 6. b).
2. No management or supervisory employee shall be required to handle more than one (1) CSEA grievance at a time unless the supervisor/management team member has agreed to do so. Any additional grievances shall be handled in order of submission and the time limits shall

begin to run as soon as the prior grievance has been elevated to the next level or been terminated by the grieving party(s).

3. The District shall inform the CSEA Chief Job Steward and the CSEA Field Representative in writing regarding the status of unit grievances whenever this provision applies.
4. A decision rendered at any step in these procedures becomes final and binding upon all parties unless appealed within the time limit specified. If a decision is not given within the time limit, an appeal may be taken directly to the next level.

**g. Distribution of District Responses to Grievance**

1. If the grievance is filed by a member of the bargaining unit ("unit member"), the District response(s) to the grievance shall be distributed by the District to the unit member by certified mail and by regular mail to the CSEA Field Representative and in-house mail to the CSEA Chief Job Steward.
2. If the grievance is filed by a CSEA representative, the District response(s) to the grievance shall be distributed by the District to the unit member and the CSEA Field Representative by regular mail and to the CSEA Chief Job Steward through hand delivery and written acknowledgement of such delivery.

## ARTICLE 17

### HEALTH AND SAFETY

#### 1. **Health and Safety Committee**

- a. A Health and Safety Committee shall be formed under the auspices of the Superintendent/President or designee. The Committee shall include at least two (2) members appointed by CSEA. The Committee shall make recommendations to the Superintendent/President or designee concerning improvements in health and safety conditions.
- b. The bargaining unit members of the Committee shall be allowed reasonable release time to carry out their obligations on the Health and Safety Committee.
- c. No employee shall be discriminated against as a result of reporting any alleged unsafe conditions.

## **ARTICLE 18**

### **SEVERABILITY**

If, during the life of this Agreement, there exists any applicable law or any applicable 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 provision 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 portions which shall continue in full force and effect.

## **ARTICLE 19**

### **COMPLETION OF AGREEMENT**

This document constitutes the complete Agreement between the parties and concludes negotiation for the term of this Agreement. The parties shall have no obligation to meet and negotiate except as set forth in the re-openers.

## **ARTICLE 20**

### **CONCERTED ACTIVITIES**

It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by CSEA or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. There shall be no lockout by the District.

CSEA recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by employees who are represented by CSEA, CSEA agrees in good faith to take all necessary steps to cause those employees to cease such action.

It is understood that in the event this Article is violated, the District shall be entitled to withdraw the rights set forth in Article 3.

## **ARTICLE 21**

### **NON-DISCRIMINATION**

The District shall not discriminate against any member of the bargaining unit on the basis of race, ancestry, color, national origin, sexual orientation, disability, religious creed, age, gender, marital status, medical condition, status as a Vietnam era veteran or membership or participation in the activities of an employee organization insofar as such matters are within the scope of representation set forth by law.

## **ARTICLE 22**

### **LABOR MANAGEMENT COMMITTEE**

The District and CSEA shall hold Labor Management Committee (LMC) meetings to address issues of concern to CSEA and the District, except for issues that are negotiable. The Committee's charge shall be to discuss matters in an attempt to achieve mutually satisfactory resolutions short of taking formal action.

The Committee will meet on a monthly basis. It will consist of a minimum of four (4) people including a minimum of two District representatives assigned by the Executive Director for Labor Relations and two (2) CSEA representatives. Each party may bring in others as Resources/Observers when needed.

Both CSEA and the District shall exchange a proposed agenda, including a list of items/issues to be discussed and requested/proposed additional participants, at least five (5) working days prior to the next scheduled meeting. Human Resources will communicate via email the consolidated agenda within three (3) working days of the meeting to all Committee members.

Items not on the agenda may be added at the meeting by mutual agreement. Without mutual agreement, those items will be added to the agenda at the next meeting. A scheduled meeting may be cancelled and additional meetings may be scheduled by mutual agreement.



**ARTICLE 23**

**DURATION**

The parties agree to continue the terms and conditions of employment set forth in this agreement from January 1, 2020 to December 31, 2022.

If the annual increase to the premium for any medical insurance plan offered to employees is 6% or more, the parties agree to return to the bargaining table to negotiate Article 8 Fringe Benefits. If the parties open Article 8 pursuant to this reopener, the parties each may reopen one other non-monetary article of its choice.

**CSEA**

*Keli Gaffney 10/06/2020*

Keli Gaffney 10/06/2020 (Oct 6, 2020 10:52 PDT)

Keli Gaffney

*Joanna Pinckney 10/6/2020*

Joanna Pinckney 10/6/2020 (Oct 6, 2020 10:53 PDT)

Joanna Pinckney

*Patience James*

Patience James (Oct 6, 2020 11:03 PDT)

Patience James



Jon Gudmundsson

*David Erlenheim*

*10/7/2020*

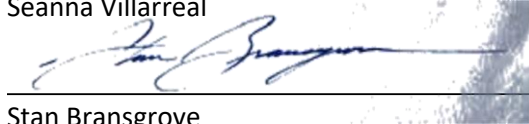
David Erlenheim 10/7/2020 (Oct 7, 2020 08:18 PDT)

Dave Erlenheim

*Seanna Villarreal*

Seanna Villarreal (Oct 7, 2020 08:38 PDT)

Seanna Villarreal



Stan Bransgrove

**District**



Mia Robertshaw

*Constance Lehua*

Constance Lehua (Oct 7, 2020 09:45 PDT)

Connie Lehua



Jon Horinek (Oct 14, 2020 13:57 PDT)

Jon Horinek

**ATTACHMENTS A-T FOLLOW**

## ATTACHMENT A

**MARIN COMMUNITY COLLEGE DISTRICT  
CSEA EMPLOYEE EVALUATION FORM**

Employee's Name:	Hours of Employment:
Position:	Evaluation Period: From:                      To:
Type of Evaluation:                      3rd Month <input type="checkbox"/> Permanent: <input type="checkbox"/> or Probationary: 6th Month <input type="checkbox"/>	Evaluator's Name:

**RATINGS:** *All categories must be supported in the comments section or in the form of an attachment.*

**RATING CODES:**  
**1 = Superior performance. One of the very best.**  
**2 = Above average. Consistently well above what is expected.**  
**3 = Satisfactory. Meets the requirements of the job.**  
**4 = Fair. Generally okay, but some improvement needed.**  
**5 = Unsatisfactory. Not up to requirements of the job.**

**Part I. Professional Skills**

**I. HEALTH AND SAFETY PRACTICES**  
 1. Complies with all safety practices established by the District. 2. Refrains from taking unnecessary risks. 3. Takes proper precautions towards own health.  
**Performance Level:**  1  2  3  4  5

**II. KNOWLEDGE OF WORK**  
 1. Aware of duties and responsibilities. 2. Follows work instructions in a complete and thorough manner. 3. Ability to grasp and carry out job duties. 4. Understands job requirements.  
**Performance Level:**  1  2  3  4  5

**III. JUDGMENT, DECISION MAKING AND DEPENDABILITY**  
 1. Ability to make good decisions. 2. Recognizes unusual circumstances and responds appropriately. 3. Works well without close supervision. 4. Follows directions. 5. Recognizes practices that perpetuate inequity and responds appropriately. 6. The ability to participate in formulating recommendations from an equity-minded perspective.<sup>1</sup> 7. Implements equity-minded practices.  
**Performance Level:**  1  2  3  4  5

<sup>1</sup> The College utilizes the following definitions:

**Equity:** Recognizing the historical and systemic disparities in opportunity and outcomes and providing the resources necessary to address those disparities.

**Equity-minded:** The perspective or mode of thinking exhibited by practitioners who call attention to patterns of inequity in student outcomes. These practitioners are willing to take personal and institutional responsibility for the success of students, and critically reassess their own practices. It also requires that practitioners are race-conscious and aware of the social and historical context of exclusionary practices in American education.

**IV. PLANNING AND ORGANIZING WORK**

1. Maintains an organized work system. 2. Arranges priorities to meet emergencies.

**Performance Level:**  1  2  3  4  5

**V. QUALITY AND ACCURACY OF WORK**

1. Keeps accurate records. 2. Checks, proofreads copy for errors. 3. Shows quality in work performed.

**Performance Level:**  1  2  3  4  5

**VI. COMMUNICATION**

1. Communicates clearly and concisely. 2. Communicates respectfully and from an equity-minded approach with all members of the College's diverse community.

**Performance Level:**  1  2  3  4  5

**VII. OPERATION AND CARE OF EQUIPMENT/WORK AREA**

1. Keeps work area neat, cleans up work site/area. 2. Practices preventive maintenance.

**Performance Level:**  1  2  3  4  5

**Part 2. Personal Attributes**

**I. POSITIVE INTERACTION WITH PEERS, PUBLIC AND STUDENTS**

1. Cooperates with public and staff. 2. Treats the public, staff, and students with respect. 3. Promotes respect and collaboration with an equity-minded perspective.

**Performance Level:**  1  2  3  4  5

**II. ATTENDANCE/PUNCTUALITY**

1. Is rarely absent. 2. Arrives on time. 3. Returns from breaks and lunch on time.

**Performance Level:**  1  2  3  4  5

**III. WORK ATTITUDE**

1. Maintains a flexible attitude toward changes in routine and responsibilities. 2. Communicates pertinent information to others.

**Performance Level:**  1  2  3  4  5

**IV. EFFECTIVE USE OF TIME/MEETS DEADLINES**

1. Manages work efficiently. 2. Understands priorities in job and plans accordingly.

**Performance Level:**  1  2  3  4  5

**V. INITIATIVE**

1. Asks questions when task is not understood. 2. Sees things to do without being told. 3. Learns and applies new ideas, procedures and techniques.

**Performance Level:**  1  2  3  4  5

VI. SKILL ENHANCEMENT (Workshops, committees, courses, to improve skills) (Narrative)

**Part 3. OVERALL EMPLOYEE RATING SUMMARY**

Summarize the employee's performance against the total requirement of his/her job:

Performance Level:  1  2  3  4  5

*Ratings of 1 or 5 must be substantiated by supporting observation and examples.*

**Part 4. Employment Recommendation**

FOR PERMANENT EMPLOYEES ONLY

Retention in position at current salary step

Placement at next salary step, if applicable

Retention under special conditions

Non-retention

(See recommendation below)

FOR PROBATIONARY EMPLOYEES ONLY

Continue in probationary status (*3 month evaluation only*)

Extend probationary status \_\_\_\_\_ Number of Months (*Pending written approval of President*)

Do not recommend Permanent Status

**COMMENDATION:**

**\*RECOMMENDATION:**

**EMPLOYEE COMMENTS IF ANY:**

**Part 5. Signatures**

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

*It is understood that in signing this form the employee acknowledges having seen and discussed the report. The employee's signature does **not necessary imply agreement** with the conclusion of the evaluator. (Employee comments must be submitted to Human Resources within ten (10) days)*

\_\_\_\_\_  
Signature of Reviewing Administrator

\_\_\_\_\_  
Date

**DISTRIBUTION:**

Human Resources

Evaluator

Employee

Employee's Personnel File

**ATTACHMENT B**

**MARIN COMMUNITY COLLEGE DISTRICT  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

Request for Change of Scheduled Hours

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_ FTE: \_\_\_\_\_

Department: \_\_\_\_\_

I hereby request the schedule of my hours be changed

From: \_\_\_\_\_

TO: \_\_\_\_\_

Effective: \_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor/Manager Signature

\_\_\_\_\_  
Date

APPROVED/DENIED

**ATTACHMENT C**

**CLASSIFIED (CSEA) EMPLOYEE REQUEST FOR APPROVAL OF  
COURSE ATTENDANCE**

TO: Manager \_\_\_\_\_

FROM: Employee \_\_\_\_\_

DATE: \_\_\_\_\_

I request approval to take \_\_\_\_\_ course which is being  
offered at \_\_\_\_\_ beginning \_\_\_\_\_ and  
College/University Date  
ending \_\_\_\_\_ Date. The course is scheduled for \_\_\_\_\_ from  
Date Days  
\_\_\_\_\_ to \_\_\_\_\_.  
Time Time

I will arrange my work schedule as follows, in order to complete my required work.

Schedule: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Manager's Recommendation: Approve/Disapprove

\_\_\_\_\_ Date \_\_\_\_\_  
Manager's Signature

Cabinet Decision:

Approve/Disapprove

\_\_\_\_\_ Date \_\_\_\_\_  
President's Signature

If disapproved, reasons for disapproval: \_\_\_\_\_  
\_\_\_\_\_

Parties acknowledge that the Manager's recommendation and the Cabinet's decision will be based on the District service needs and that approval must be received prior to altering work schedule. They further acknowledge that if the altered work schedule requires an employee to work beyond a 7.5 hour work day, the employee shall waive any claim to overtime on each day such schedule is arranged



## ATTACHMENT D

### Tentative Agreement between CSEA and District as of 5/31/2016

- 1% on Schedule for 14/15 for existing members (July 1, 2014 – June 30, 2015)
  - Members who have already taken the SERP not eligible
  - Members have to be active employees for the 14/15 Fiscal Year
- 2.0 % on schedule effective July 1, 2015
  - Members who have already taken the SERP not eligible
- New One Year (1) Contract effective July 1, 2016 – June 30, 2017
- 0.5% On Schedule effective July 1, 2016
- District will pick up all costs associated with Short Term Disability
  - Condition: CSEA will agree to revise catastrophic leave in article 11.5 of the CBA and work collaboratively with the District on a Catastrophic Leave Policy/Procedure
  - Catastrophic Leave will result in automatic re-opener for 16/17
- Make the following positive changes to the Dental benefits for CSEA Members at a cost to the District:

	PPO (Current)	Premier & OON (Current)	PPO (proposal)	Premier & OON (proposal)
Per member coverage	2200	2000	2500	2400
Diagnostic/preventative	70-100%	70-100%	100%	100%
Basic Services	70-100%	70-100%	70-100%	70-100%
Major Services	70-100%	70-100%	70-100%	70-100%
Orthodontics	75% & 2,000 (Child Only)	Same	75% & 3,000 (Child & Adult)	Same

- **Benefits Changes would be made for the current open enrollment period to be effective October 1, 2016**
- CSEA and District mutually agree to cease any and all fact finding related 14/15 contract year based on reaching the above agreement.

CSEA

Keli Dagnoney 5/31/16  
Patience Jones 5/31/16  
[Signature] 5/31/16  
David E. Ehrh 5/31/2016  
Marking in 5-31-16

MCCO

[Signature] 5/31/16  
[Signature] 5/31/16  
Kristina Combs 5/31/2016

**ATTACHMENT E**

**CLASSIFIED (CSEA) EMPLOYEE APPLICATION FOR  
REINSTATEMENT TO DISTRICT'S HEALTH BENEFIT  
COVERAGE**

*Note: This form only applies to current full-time and part time employees that were permitted to opt out of medical benefits options with the implementation of the Self Insured Schools of California (SISC) July 1, 2014. If any employee of the for whom this exception applies enrolls in benefits at a future date, they will be required to participate going forward, and opting out of benefits will not be permitted. Employees may only enroll during open enrollment or a mid-year qualifying event.*

**This form must be submitted in the year in which you wish to make a change. Submit by the close of Open Enrollment in any given year to be effective October 1<sup>st</sup>. If there is a mid-year qualifying event, coverage will be effective on the first of the following month.**

TO: Fiscal Services

FROM: \_\_\_\_\_  
Employee (Print Name)

I am currently receiving the health benefit waiver and wish to be reinstated to the District's health benefit coverage, effective October 1, and \_\_\_\_\_.

I have selected the following coverage:

Kaiser:      \_\_\_ Employee    \_\_\_ Employee Plus One      \_\_\_ Family

Non-Kaiser    \_\_\_ Employee    \_\_\_ Employee Plus One      \_\_\_ Family

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

Application Accepted:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fiscal Services

## **ATTACHMENT F**

Please contact Fiscal Services for current forms related to domestic partner benefits coverage.

**ATTACHMENT G**

**CLASSIFIED (CSEA) EMPLOYEE MEMORANDUM OF  
UNDERSTANDING REGARDING HOLIDAY PAY AND OTHER  
BENEFITS RELATIVE TO INCREASE/REDUCTION IN ASSIGNMENT**

I acknowledge and understand that pursuant to the collective bargaining agreement:

- a. If I temporarily reduce my load (FTE) in any one semester, I will have any holiday which occurs in that semester paid proportionate to the reduction in assignment;
- b. If I temporarily increase my load (FTE) in any one semester, I will have any holiday which occurs in that semester paid proportionate to the increase in assignment.
- c. The Winter Holiday shall be paid proportionate to the assignment in any Fall semester;
- d. Other benefits, such as vacation, sick leave and medical benefits are increased or reduced proportionate to the temporary FTE increase or reduction in my assignment for any particular period of time.

---

Employee Name (Please Print)

---

Date

---

Employee Signature

---

Human Resources Initials

**ATTACHMENT H**



**Classified (CSEA) Employee  
Request for Approval of Vacation**

To Supervisor / Manager: \_\_\_\_\_

From Employee: \_\_\_\_\_

Date: \_\_\_\_\_

I request approval of vacation for the following dates:

\_\_\_\_\_ through \_\_\_\_\_  Approved  Disapproved

Signature of Supervisor/Manager \_\_\_\_\_ Date \_\_\_\_\_

Parties acknowledge that the decision of the supervisor/manager will be based upon the needs of the service.

COPIES TO:

WHITE — REQUESTING EMPLOYEE

YELLOW — APPROVING SUPERVISOR / MANAGER

03\_Clas\_Vac\_Rq\_01\_06

## **ATTACHMENT I**

[Placeholder]

**ATTACHMENT J**

MARIN COMMUNITY COLLEGE DISTRICT  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

**Grievance Report Form**  
**(For use by classified employees in CSEA unit only)**

**NAME** \_\_\_\_\_ **Distribution of Form**  
1. **Supervisor**  
2. **CSEA**  
3. **Classified Employee**

**LEVEL I**

**Before filing a formal grievance the grievant shall attempt to resolve it by an informal conference with the immediate supervisor within thirty (30) days after occurrence of the act or omission giving rise to the grievance.**

**LEVEL II**

**EMPLOYEE SECTION (response time 10 working days after informal conference)**

A. Date of grievance occurred or known

\_\_\_\_\_

B. Statement of grievance

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

C. Contract sections violated

\_\_\_\_\_

D. Remedy sought

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**LEVEL II (continued)**

**IMMEDIATE SUPERVISOR RESPONSE** (response time 10 working days of receipt of grievance, Level II)

E. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**LEVEL III**

A. **APPEAL TO DEPARTMENT MANAGER** (appeal time 10 working days of receipt of Supervisor response)

\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

(If additional space is needed, attach additional sheet.)

B. Date received by Department Manager

\_\_\_\_\_

C. **RESPONSE OF DEPARTMENT MANAGER** (response time 10 working days of receipt of appeal)

\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



**LEVEL IV**

A. APPEAL TO SUPERINTENDENT/PRESIDENT (response time 10 working days of receipt of appeal)

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---

Signature \_\_\_\_\_ Date \_\_\_\_\_

B. Date received by Superintendent/President

---

C. DECISION OF SUPERINTENDENT/PRESIDENT OR DESIGNEE

---

---

---

Signature \_\_\_\_\_ Date \_\_\_\_\_

**LEVEL V (Arbitration)**

(Appeal due within 30 days of receipt of Presidents response)

A. Appeal Position of grievant and/or Association

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---

Signature of CSEA \_\_\_\_\_ Date \_\_\_\_\_

# ATTACHMENT K

COLLEGE OF  
**MARIN**

Marin Community College District  
835 College Avenue  
Kentfield, CA 94904

## Monthly Compensatory Time Worked Report

MARIN ID # **M**

POSITION #       -

NAME LAST FIRST

FUND ORGN ACCOUNT PROGRAM

TOTAL ACTUAL/STRAIGHT TIME HOURS WORKED DEPARTMENT

TITLE %FTE

**Record all time worked in correct blocks for days of month(s) worked. Fill in only the actual number of hours worked. The time and a half calculation will be done automatically.**

25	26	27	28	29	30	31	Prior month/year
1	2	3	4	5	6	7	Current month/year
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	
29	30	31					

EMPLOYEE CERTIFIES AS TRUE AND CORRECT DATE

SUPERVISOR CERTIFIES AS TRUE AND CORRECT DATE

MANAGER DATE

Monthly-Comp-Wk-Report-032012

**ATTACHMENT L**

[Placeholder]

**ATTACHMENT M**

**APPLICATION FOR EMPLOYEE CLASS FEE PAYMENT**

---

**NAME**

---

---

**ADDRESS**

---

---

**Phone Number**

---

---

**Position at College of Marin**

---

---

**Class Section Number(s) and Class Title(s)**

---

---

**Semester/Session**

---

**Purpose of Class:**

- Enhance Job Skills**
- Personal Enrichment**
- Other** \_\_\_\_\_

---

**Signature of Employee**

**ATTACHMENT N**

**TRANSFER REQUEST FORM**  
(To be used by Classified (CSEA) Employees)

Date \_\_\_\_\_

NAME \_\_\_\_\_

PRESENT ASSIGNMENT: \_\_\_\_\_

DATE OF EMPLOYMENT: \_\_\_\_\_

TRANSFER POSITION APPLYING FOR: \_\_\_\_\_

Qualifications for Job Transfer Requested: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Additional Comments, if any: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

## ATTACHMENT O

### SCHEDULE REQUEST FORM ENGLISH INSTRUCTIONAL SPECIALISTS

TERM \_\_\_\_\_

Name \_\_\_\_\_

Phone \_\_\_\_\_

Instructional Specialists are normally expected to serve in one or more instructional support roles in addition to reading assignments.

Please indicate on the grid below the days or times you will NOT be available for scheduled assignments on campus as a Lab Assistant, as an in-class tutor, or for scheduled one-on-one tutoring.

Time	Monday	Tuesday	Wednesday	Thursday	Friday
8:00					
9:00					
10:00					
11:00					
12:00					
1:00					
2:00					
3:00					
4:00					
5:00					
6:00					
7:00					
8:00					

#### **Lab Assistant Hours**

Lab Assistants are assigned to LC 110 during peak periods of usage (Monday through Thursday, 10:00a.m. to 2:00p.m.) Normally, one assistant will be assigned for each of the four days for the four peak hours. Exceptions may be accommodated to split two days between two Instructional Specialists with each covering half the assigned time if both agree to the arrangement. Please indicate whether you will be available one of the days for a four-hour shift during peak hours of service:

\_\_\_\_\_ Yes, I will be available to work a four-hour shift one day as a Lab Assistant in LC110 during peak hours (10:00-2:00). The day(s) I prefer: \_\_\_\_\_

\_\_\_\_\_ No, I will not be able to work a four-hour shift one day as a Lab Assistant in LC 110.

\_\_\_\_\_ I would be willing to split a shift with another Instructional Specialist on (days):

\_\_\_\_\_.

### **In-class Tutoring**

Some hours will be assigned in BC 101 (the Computer Writing Center) for in-class tutoring. Scheduled times for this will vary to fit the classes scheduled in the room, the availability of Instructional Specialists and the instructor's desire to work with a tutor.

### **Scheduled Tutoring Hours**

Part of each Instructional Specialist's assignment will normally include scheduled tutoring hours. Tutoring hours normally will be scheduled near the start or end of one or more of the classes you are assigned to read for. Tutoring hours are scheduled in LC 110 or BC 101 unless another location is approved by the Dean of Arts & Humanities.

### **Reading Assignments**

Reading assignments are scheduled with consideration for the needs of the total schedule, the target course, creating effective work teams, the number of preparations involved, and above all the benefit to students. Please indicate in priority order the courses you would most like to read for this term. While your preferences may not always prevail, they will be reasonably considered along with other factors. Please note special reasons for interest or specialized qualifications.

- |          |          |
|----------|----------|
| 1. _____ | 5. _____ |
| 2. _____ | 6. _____ |
| 3. _____ | 7. _____ |
| 4. _____ | 8. _____ |

Notes:

### **Other Information**

Please indicate any other conditions or information that could be useful in putting the schedule together. Include specific information regarding any documented disability requiring reasonable accommodation.

### **Schedule Development**

The Dean's office will issue a draft Instructional Specialist schedule within 30 days after the due date indicating assignments for the ISs who have completed a timely schedule request form. The Dean will review change requests received within seven days of the distribution of the draft schedule. The needs of the overall schedule, program needs, as well as the primary concern for the benefit of students, will be priority values in the Dean's decision. A decision will be communicated in writing.

If no schedule request has been received by the deadline, a schedule assignment will be offered at the discretion of administration. No adjustment to the offered schedule should be expected.

# Part 1

## CSEA OUT OF CLASS REQUEST FORM - Attachment P

### General Information –

**Please refer to Article 7, Section 6 of the CSEA Contract- Compensation for Working-Out-of-Class**

Out-of-class assignments occur when a department has project work or needs to get work accomplished for a temporary period while a vacant position is under recruitment.

Out-of-class opportunities will be communicated to employees through an internal HR COM posting.

**Important:** Please check if this out-of-class assignment is for a:

- Project
- Vacant position which is under recruitment.

**Instructions:** Please complete the sections below and return this form to Human Resources for review and approval.

### Position Specific Information

Step 1: Please attach a list of the substantive duties/tasks to be performed during the out-of-class assignment; including any existing job description, please attach it.

Step 2: Salary of Vacant Position to be Posted: \_\_\_\_\_  
Hourly pay for hours worked out-of-class: \_\_\_\_\_ (rate must be approved by HR prior to posting)  
Source/Approval of Funds: FOAP: \_\_\_\_\_  
Manager/VP Approval/Date \_\_\_\_\_

Step 3: Length of Assignment: \_\_\_\_\_  
Desired Start Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
*(Note: It is the supervisor's responsibility to conduct on-going assessments and track the out-of-class assignment. Normally assignments do not exceed 6 months duration. Assignments or extensions beyond six months must be requested in writing at the beginning of the 5<sup>th</sup> month and will be reviewed for approval by HR & CSEA.)*

Location of work to be performed: \_\_\_\_\_  
Does this site provide all of the appropriate equipment: \_\_\_\_\_  
Work Schedule (Days/Hours of Work): \_\_\_\_\_ Phone Extension: \_\_\_\_\_  
Who will supervise the work to be performed? \_\_\_\_\_  
Supervisor's Extension: \_\_\_\_\_ Name/Title \_\_\_\_\_

Date internal posting goes out to COM community: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Manager's Signature \_\_\_\_\_ Date \_\_\_\_\_



**Instruction: This section will be completed by HR in consultation with the supervisor prior to selection of an employee who will perform an Out-of-Class Assignment**

Employee Name: \_\_\_\_\_

Current Job title: \_\_\_\_\_

Current Monthly Salary: \$ \_\_\_\_\_ Pay Range: \_\_\_\_\_ Step: \_\_\_\_\_

- 1) What previously assigned work will **not** be done by the employee selected for the out-of-class assignment? (attach the employee's current job description and highlight those duties which will no longer be performed)
  
- 2) Will any other CSEA member perform duties of the employee being paid out of class?  
Yes \_\_\_ No \_\_\_
  
- 3) Who will be assigned the work no longer done by the out of class employee? \_\_\_\_\_

<b>FOR HUMAN RESOURCES USE ONLY</b>	
Reviewed By: _____	Date: ____/____/____
Approved: _____	Denied: _____
Approved Salary or Stipend: _____	
Date received by CSEA: ____/____/____	Received in HR (date stamp) _____








**8. MINIMUM QUALIFICATIONS/POSITION REQUIREMENTS (EDUCATION AND EXPERIENCE)**

Please list the Minimum Qualifications/Position Requirements (education and experience) from the requested position description and provide examples of how you meet the qualifications.

<i>Education and Experience from requested position description</i>	<i>Examples of how you meet these requirements</i>

**9. ALTERNATIVE ASSIGNMENTS:** To your knowledge, have these duties been assigned to other positions (e.g. working out of class) in this or another classification? If yes, please list all other classifications.

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**COMMENTS:** (optional)

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**10. SUPERVISOR: COMMENTS.** Please list the areas of agreement or disagreement. Signing this form does not indicate agreement, but acknowledges you reviewed this request.

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**11. SUPERVISOR: REVIEW. ARE OTHER POSITIONS PERFORMING THIS WORK?** List any other positions currently performing the duties above.

---

---

**THE INFORMATION PRESENTED ABOVE IS ACCURATE AND COMPLETE.**

---

Employee Signature Date

**Acknowledgement of Supervisor:**

---

Supervisor Signature Date

**OFFICE USE ONLY:**

**Human Resources:** Date received: \_\_\_\_\_

**Review Committee:** Date received: \_\_\_\_\_

Review Outcome:  Recommended       Not Recommended      Date completed: \_\_\_\_\_

Recommended with adjustments as noted (attach description of adjustments)

**Human Resources:** Date received from Review Committee: \_\_\_\_\_

Date referred to CSEA and District for negotiations (if reclassification is recommended): \_\_\_\_\_

## ATTACHMENT R

COLLEGE OF MARIN  
EMPLOYEE ALTERNATE SUMMER WORK SCHEDULE  
REQUEST FORM  
CSEA Unit Members Classified Staff

Attachment R

### **Work Schedule Options and Overtime Conditions**

Work schedule options will be one of the following:

Standard office hours for public business shall be 8:00 a.m. to 4:30 Monday through Thursday.

1. **Standard Work Schedule** (37.5 hour work week, no vacation or comp time used)  
Work 9.375 hours Monday through Thursday plus additional ½ hour lunch.  
For example: Start work at 7:30 a.m., leave at 5:22 p.m. including a 30 minute lunch break.
  - Individuals on day schedule shall be present from 8:00 a.m. to 4:30 p.m. (8 of your 9.375 hours) unless a specific alternative schedule is approved by the individual's Supervisor.
  - *Overtime in this case is defined as any authorized time worked in excess of 9.375 hours on Monday through Thursday.*
  - ***Includes two eighteen-minute breaks per day***
2. **8.5 Hour Daily Work Schedule** (34 hour work week and use 3.5 hours per week comp, vacation or unpaid leave) on Friday's. *To be recorded on the electronic leave report.*  
Work 8.5 hours Monday through Thursday plus additional ½ hour lunch.  
For example: start work at 8:00 a.m., leave at 5:00p.m., including a 30 minute lunch break.
  - *Overtime in this case is defined as any authorized time worked in excess of 8.5 hours on Monday through Thursday.*
  - ***Includes two sixteen-minute breaks per day***
3. **7.5 Hour Daily Work Schedule** (30 hour work week and use 7.5 hours per week comp, vacation or unpaid leave) on Friday's. *To be recorded on the electronic leave report.*  
Work 7.5 hours Monday through Thursday plus additional ½ hour lunch.  
For example: Start work at 8:30 a.m., leave at 4:30 p.m. including a 30 minute lunch break.
  - *Overtime in this case is defined as any authorized time worked in excess of 7.5 hours on Monday through Thursday.*
  - ***Includes two fifteen-minute breaks per day***

***Note: To the extent feasible within District service needs, employees and supervisors are encouraged to use compensatory time to establish the 8.5 or 7.5-hour work days.***

4. **Other Option**  
Another option agreed to between the employee and his/her Manager/ Supervisor and approved by supervising Cabinet member. Options may NOT include Friday work activity that requires opening, cooling or providing utilities in College facilities.
  - *Overtime in this case depends on the specific schedule developed by the employee and supervisor.*



**ATTACHMENT S**  
Permanent CSEA Employees 2020

Plan	Renewal Rates Effective 10/01/2020 (monthly)		
	Total Premium	District Contribution	Employee Contribution
<b>Kaiser Permanente Traditional Plan</b>			
Employee Only	\$933.00	\$933.00	\$0.00
Employee + 1	\$1,824.00	\$1,824.00	\$0.00
Family	\$2,566.00	\$2,050.00	\$516.00
<b>Kaiser Permanente Deductible Plan</b>			
Employee Only	\$831.00	\$831.00	\$0.00
Employee + 1	\$1,625.00	\$1,625.00	\$0.00
Family	\$2,286.00	\$2,050.00	\$236.00
<b>Blue Shield - 100% Plan A</b>			
Employee	\$1,243.00	\$1,243.00	\$0.00
Employee + 1	\$2,443.00	\$2,050.00	\$393.00
Family	\$3,442.00	\$2,050.00	\$1,392.00
<b>Blue Shield - 80% Plan K</b>			
Employee	\$931.00	\$931.00	\$0.00
Employee + 1	\$1,826.00	\$1,826.00	\$0.00
Family	\$2,571.00	\$2,050.00	\$521.00
<b>Delta Dental</b>			
Composite Rate - CSEA	\$144.00	\$144.00	\$0.00
<b>VSP</b>			
Composite Rate	\$15.50	\$15.50	\$0.00

**Full-Time District Contribution -  
Medical**

**\$2,050.00**

## ATTACHMENT T



## Classified and Management Absence Report for Late Submissions

(For use when the submission deadline has past)

PLEASE SUBMIT TO THE HUMAN RESOURCES DEPARTMENT AS SOON AS POSSIBLE.

It is the responsibility of the employee to make a full report of the cause of every absence. For a complete listing of leave regulations, consult the collective bargaining agreement or District policy, whichever is applicable. Use the codes provided below to fill in the calendar date(s) to indicate the type of absence and the number of hours absent. For example: S 4.5 – Sick Leave, 4.5 hours.  
PN b 4.5 – Personal Necessity, accident, 4.5 hours.

Employee:	MOO #:
Department:	Job Title:
Prepared by:	Date:

**CODES**

- B – Bereavement Leave
- C – Compensatory Time
- F – Family Leave
- I – Industrial Accident/Illness Leave
- J – Jury Duty
- LC – Flexible Family Leave  
(Labor Code Sec 233)
- M – Military Leave
- O – Off Duty
- P – Pregnancy Disability Leave
- PN – Personal Necessity
- S – Sick Leave
- U – Uncompensated Leave
- V – Vacation

**Personal Necessity Leave\***

Days accumulated for sick purposes may be used by an employee, at his/her election in cases of personal necessity. Personal necessity is defined as one of the following not to exceed contract maximums:

- a. Death or serious illness of a member of his/her immediate family when additional leave is required beyond that provided in respective contracts.
- b. Accident involving his/her person or property, or the person or property of a member of his/her immediate family.
- c. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction, including adoption hearing.
- d. To conduct legal or other personal and pressing obligations which require the presence of the employee during regularly scheduled working hours in order to prevent a familial or financial hardship. Such obligations do not include any extension of holidays and/or weekends or any recreational matters of personal convenience.
- e. Religious holidays

\*\*Immediate family\* is defined in respective contracts.

Month / Year \_\_\_\_\_

1	2	3	4	5	6	7	8
9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24
25	26	27	28	29	30	31	

I certify that the information contained in this absence report is accurate and correctly represents the type and the number of hours of each absence.

Employee: \_\_\_\_\_  
SIGNATURE DATE

Supervisor: \_\_\_\_\_  
SIGNATURE (If Applicable) DATE

Manager: \_\_\_\_\_  
SIGNATURE DATE

FOR HUMAN RESOURCES OFFICE USE ONLY

Sick Leave Deduction: \_\_\_\_\_ Post Comp Time Off: \_\_\_\_\_

Sick Leave/PN Deduction: \_\_\_\_\_ Other: \_\_\_\_\_

Vacation Leave Deduction: \_\_\_\_\_ Approved: \_\_\_\_\_

## **SALARY SCHEDULES**

MARIN COMMUNITY COLLEGE DISTRICT  
 CALIFORNIA SCHOOLS EMPLOYEES ASSOCIATION SALARY SCHEDULE (CSEA)

Effective 4-1-20 2% Increase  
 Revised effective 10-1-20  
 Board Approved 10-20-20

TITLE	RANGE	1	2	3	4	5
Accompanist	109	\$24.28	\$25.49	\$26.75	\$28.11	\$29.52
Accounting Technician	115	\$28.18	\$29.58	\$31.06	\$32.62	\$34.24
Accounting Specialist	119	\$31.08	\$32.64	\$34.27	\$35.98	\$37.77
Administrative Assistant I	111	\$25.51	\$26.78	\$28.14	\$29.54	\$31.01
Administrative Assistant II	116	\$28.87	\$30.31	\$31.85	\$33.44	\$35.11
Administrative Assistant III	120	\$31.88	\$33.46	\$35.13	\$36.89	\$38.73
Assistive Technology Specialist	122	\$33.47	\$35.14	\$36.90	\$38.74	\$40.68
Articulation & Curriculum Analyst	129	\$39.80	\$41.80	\$43.88	\$46.07	\$48.38
Articulation Specialist	112	\$26.15	\$27.47	\$28.85	\$30.28	\$31.81
Bookstore Clerk	106	\$22.56	\$23.67	\$24.86	\$26.11	\$27.42
Bookstore Operations Assistant	107	\$23.12	\$24.27	\$25.48	\$26.74	\$28.10
Box Office Cashier	104	\$21.46	\$22.55	\$23.65	\$24.84	\$26.10
Buyer	123	\$34.31	\$36.03	\$37.81	\$39.72	\$41.71
Community Ed. & Svcs. Program Spec.	121	\$32.65	\$34.30	\$36.02	\$37.79	\$39.71
Computer Access Specialist	126	\$36.96	\$38.78	\$40.74	\$42.77	\$44.92
Designer/Stage Technician	115	\$28.18	\$29.58	\$31.06	\$32.62	\$34.24
DSPS E-Text Assistant	109	\$24.28	\$25.49	\$26.75	\$28.11	\$29.52
DSPS Program Technician	109	\$24.28	\$25.49	\$26.75	\$28.11	\$29.52
DSPS Specialist	116	\$28.87	\$30.31	\$31.85	\$33.44	\$35.11
Employment Services Coordinator	128	\$38.81	\$40.76	\$42.79	\$44.94	\$47.19
Enrollment Services Associate I	115	\$28.18	\$29.58	\$31.06	\$32.62	\$34.24
Enrollment Services Associate II	119	\$31.08	\$32.64	\$34.27	\$35.98	\$37.77
Enrollment Services Associate III	123	\$34.31	\$36.03	\$37.81	\$39.72	\$41.71
Enrollment Services Associate I - CES	115	\$28.18	\$29.58	\$31.06	\$32.62	\$34.24
Enrollment Services Associate II - CES	119	\$31.08	\$32.64	\$34.27	\$35.98	\$37.77
EOPS Specialist	112	\$26.15	\$27.47	\$28.85	\$30.28	\$31.81
EOPS/CALWORKS Specialist	112	\$26.15	\$27.47	\$28.85	\$30.28	\$31.81
Evaluations Analyst	121	\$32.65	\$34.30	\$36.02	\$37.79	\$39.71
Facilities Analyst	122	\$33.47	\$35.14	\$36.90	\$38.74	\$40.68
Graphic Artist/Instr. Material Specialist	112	\$26.15	\$27.47	\$28.85	\$30.28	\$31.81
Graphics Design Specialist	118	\$30.32	\$31.86	\$33.45	\$35.12	\$36.88
Health Services and Safety Crdr.	112	\$26.15	\$27.47	\$28.85	\$30.28	\$31.81
Health Services Assistant	107	\$23.12	\$24.27	\$25.48	\$26.74	\$28.10
HSPS Assistant	106	\$22.56	\$23.67	\$24.86	\$26.11	\$27.42
Human Resources Technician I	121	\$32.65	\$34.30	\$36.02	\$37.79	\$39.71
Human Resources Technician II	124	\$35.16	\$36.92	\$38.76	\$40.70	\$42.74
Instructional Assistant - Class Series	107	\$23.12	\$24.27	\$25.48	\$26.74	\$28.10
Instructional Specialist - BIS	115	\$28.18	\$29.58	\$31.06	\$32.62	\$34.24
Instructional Specialist - Court Reporting	115	\$28.18	\$29.58	\$31.06	\$32.62	\$34.24
Instructional Specialist - Dental Assisting	115	\$28.18	\$29.58	\$31.06	\$32.62	\$34.24
Instructional Specialist - DSPS	115	\$28.18	\$29.58	\$31.06	\$32.62	\$34.24

Longevity increments are computed at the step and salary range to which an employee is assigned as follows:

Service Years	% of Current Salary
8	4.50%
10	7.50%
13	12.50%
16	17.50%
20	19.50%

MARIN COMMUNITY COLLEGE DISTRICT  
CALIFORNIA SCHOOLS EMPLOYEES ASSOCIATION SALARY SCHEDULE (CSEA)

Effective 4-1-20 2% Increase  
Revised effective 10-1-20  
Board Approved 10-20-20

TITLE	RANGE	1	2	3	4	5
Instructional Specialist - English	115	\$28.18	\$29.58	\$31.06	\$32.62	\$34.24
Instructional Specialist - Mathematics	115	\$28.18	\$29.58	\$31.06	\$32.62	\$34.24
Instructional Specialist - Medical Assisting	115	\$28.18	\$29.58	\$31.06	\$32.62	\$34.24
Instructional Specialist - Modern Languages	110	\$24.89	\$26.14	\$27.45	\$28.84	\$30.27
Instructional Specialist - Testing/Dist. Ed.	110	\$24.89	\$26.14	\$27.45	\$28.84	\$30.27
Instructional Support Analyst	129	\$39.80	\$41.80	\$43.88	\$46.07	\$48.38
Instructional Support Specialist	115	\$28.18	\$29.58	\$31.06	\$32.62	\$34.24
Instructional Designer	127	\$37.86	\$39.77	\$41.76	\$43.83	\$46.03
Instructional Technology Analyst	126	\$36.96	\$38.78	\$40.74	\$42.77	\$44.92
International Student Advisor	120	\$31.88	\$33.46	\$35.13	\$36.89	\$38.73
Job Placement Technician	113	\$26.81	\$28.17	\$29.56	\$31.04	\$32.61
Kinesiology & Athletics Operations Specialist	115	\$28.18	\$29.58	\$31.06	\$32.62	\$34.24
Laboratory Technician Class Series	115	\$28.18	\$29.58	\$31.06	\$32.62	\$34.24
Laboratory Technician - Communication and Media Srv	115	\$28.18	\$29.58	\$31.06	\$32.62	\$34.24
Laboratory Technician - Museum	112	\$26.15	\$27.47	\$28.85	\$30.28	\$31.81
Laboratory Technician - Music	115	\$28.18	\$29.58	\$31.06	\$32.62	\$34.24
Library Technician I	112	\$26.15	\$27.47	\$28.85	\$30.28	\$31.81
Library Technician II	115	\$28.18	\$29.58	\$31.06	\$32.62	\$34.24
Library Technician III	117	\$29.59	\$31.07	\$32.63	\$34.26	\$35.97
Media Center Assistant	106	\$22.56	\$23.67	\$24.86	\$26.11	\$27.42
Media Center Specialist	112	\$26.15	\$27.47	\$28.85	\$30.28	\$31.81
Media Production Technician	111	\$25.51	\$26.78	\$28.14	\$29.54	\$31.01
Media Services Coordinator	113	\$26.81	\$28.17	\$29.56	\$31.04	\$32.61
Microcomputer Coordinator	115	\$28.18	\$29.58	\$31.06	\$32.62	\$34.24
Payroll Specialist	123	\$34.31	\$36.03	\$37.81	\$39.72	\$41.71
Print Production Specialist	114	\$27.48	\$28.86	\$30.29	\$31.84	\$33.43
Program Coordinator	127	\$37.86	\$39.77	\$41.76	\$43.83	\$46.03
Reprographics Mail/Clerk	105	\$22.01	\$23.11	\$24.26	\$25.47	\$26.73
Research Analyst	124	\$35.16	\$36.92	\$38.76	\$40.70	\$42.74
SAS Support Services Specialist	118	\$30.32	\$31.86	\$33.45	\$35.12	\$36.88
Senior Creative/Lead Web Designer	129	\$39.80	\$41.80	\$43.88	\$46.07	\$48.38
Senior Database Administrator	143	\$56.05	\$58.84	\$61.70	\$64.84	\$68.12
*Senior Institutional Research Analyst	135	\$46.13	\$48.45	\$50.86	\$53.43	\$56.10
Senior Payroll Specialist	132	\$42.85	\$45.00	\$47.26	\$49.61	\$52.09
Senior Systems Analyst	143	\$56.05	\$58.84	\$61.70	\$64.84	\$68.12
Staff Accountant	125	\$36.05	\$37.85	\$39.76	\$41.75	\$43.82
Staff Development Program Administrator	126	\$36.96	\$38.78	\$40.74	\$42.77	\$44.92
Systems Administrator	141	\$53.51	\$56.17	\$58.95	\$61.90	\$65.03
Systems Analyst	139	\$50.96	\$53.51	\$56.18	\$58.98	\$61.92
Systems Engineer	143	\$56.05	\$58.84	\$61.70	\$64.84	\$68.12
System Support Administrator	126	\$36.96	\$38.78	\$40.74	\$42.77	\$44.92
System Support Technician	124	\$35.16	\$36.92	\$38.76	\$40.70	\$42.74
Technology Support Specialist I	127	\$37.86	\$39.77	\$41.76	\$43.83	\$46.03
Technology Support Specialist II	131	\$41.82	\$43.91	\$46.09	\$48.40	\$50.82

Longevity increments are computed at the step and salary range to which an employee is assigned as follows:	
Service Years	% of Current Salary
8	4.50%
10	7.50%
13	12.50%
16	17.50%
20	19.50%

MARIN COMMUNITY COLLEGE DISTRICT  
CALIFORNIA SCHOOLS EMPLOYEES ASSOCIATION SALARY SCHEDULE (CSEA)

Effective 4-1-20 2% Increase  
Revised effective 10-1-20  
Board Approved 10-20-20

TITLE	RANGE	1	2	3	4	5
Telecommunications & Elec. Specialist	119	\$31.08	\$32.64	\$34.27	\$35.98	\$37.77
Testing Center Coordinator	122	\$33.47	\$35.14	\$36.90	\$38.74	\$40.68
Testing Technician	106	\$22.56	\$23.67	\$24.86	\$26.11	\$27.42
Theatre Events Manager	123	\$34.31	\$36.03	\$37.81	\$39.72	\$41.71
Transfer and Career Center Coordinator	121	\$32.65	\$34.30	\$36.02	\$37.79	\$39.71
Tutoring/Learning Center Coordinator	124	\$35.16	\$36.92	\$38.76	\$40.70	\$42.74
Veterans Resources Specialist	117	\$29.59	\$31.07	\$32.63	\$34.26	\$35.97
Video Communications Specialist	123	\$34.31	\$36.03	\$37.81	\$39.72	\$41.71
Visual Communications Designer /Publisher	128	\$38.81	\$40.76	\$42.79	\$44.94	\$47.19
Work Force Program Specialist	112	\$26.15	\$27.47	\$28.85	\$30.28	\$31.81

Longevity increments are computed at the step and salary range to which an employee is assigned as follows:	
Service Years	% of Current Salary
8	4.50%
10	7.50%
13	12.50%
16	17.50%
20	19.50%

The District's typical operational workweek for a 1.0 full-time equivalent (FTE) position is 37.5 hours per week.

1. On recommendation of the supervisor, an employee shall advance one (1) step within his/her salary range effective as follows:

- a) Employees shall be eligible for a step increase on their anniversary date for Steps 1-5. Their anniversary date is on the first day of the month following twelve (12) months of service in the position and this day and month, yearly thereafter. Employees who have breaks in service have reconstructed anniversary dates.

2. Longevity pay shall be granted monthly to all eligible employees, on the following basis:

- a) Those employees who achieve eligibility for an increment, as designated below, are given their increment on their original anniversary date based on the date of hire in the first CSEA position held at the college. In case of promotion, if the employee is on a longevity step, employee retains the longevity increment and eligibility for their next longevity increments based on the years of creditable services listed below.
  - 1) A first increment for eight (8) years of creditable service.
  - 2) A second increment for ten (10) years of creditable service.
  - 3) A third increment for thirteen (13) years for creditable service.
  - 4) A fourth increment for sixteen (16) years for creditable service.
  - 5) A fifth increment for twenty (20) years for creditable service, effective July 1, 1998.

**Revision Notes**

Effective 7-1-16 0.5% on Schedule Increase per Agreement signed 5-31-16  
 Added ESA - I & II CES  
 Reclassified Accounts Payable Specialist to Accounting Specialist moved from range 111 to 119 eff. 10-1-16  
 Reclassified Administrative Systems Analyst to System Analyst eff. 12-1-16  
 Databased Administrator moved from range 137 to 139 eff. 12-1-16  
 System Administrator moved from range 133 to 141 eff. 12-1-16  
 Added Technology Support Specialist I & II eff. 12-1-16  
 Added Senior Systems Analyst and Systems Engineer eff. 12-1-16  
 Reclassified Curriculum & Articulation Specialist to Instructional Support Analyst eff. 1-1-17  
 Reclassified Theatre Manager to Theatre Events Manager moved from range 109 to 123 eff. 1-1-17  
 Added Administrative Assistant I to replace Office Technician I & II eff. 10-1-16  
 Reclassified Administrative Assistant to Administrative Assistant II eff. 10-1-16  
 Reclassified Admin. Asst to the Dean/Dir. (Cabinet level) to Administrative Assistant III eff. 10-1-16  
 Added 5% increase on Schedule eff. 7/1/2017  
 Reclassified Instructional Technologist - Online Education to Instructional Designer eff. 7/1/17  
 Added Institutional Research & Data Systems Analyst eff 10-18-17  
 Added 5% increase on Schedule eff. 1/1/2018  
 Added 5% increase on Schedule eff. 1/1/2019  
 Reclassified Instructional Support Coordinator to Articulation and Curriculum Analyst eff. 1/1/19  
 Removed Instructional Support Coordinator eff. 5/1/19  
 Added Kinesiology & Athletics Operations Specialist eff. 11-1-19  
 Effective 4-1-20 2% on Schedule Increase per Agreement signed 2-19-20  
 Reclassified Database Administrator to Senior Database Administrator eff 6-1-20  
 \*Reclassified Institutional Research & Data Systems Analyst to Senior Institutional Research Analyst 10-1-20.

