



Agreement with the
California School
Employees
Association

**July 1, 2021 through
June 30, 2024**

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CLASSIFIED STAFF CONTRACT

ARTICLE ONE--RECOGNITION

1. The District hereby acknowledges that the California School Employees Association (CSEA) is the exclusive bargaining representative for those position classifications listed in Appendix "A" in accordance with the Public Employment Relations Board (PERB) Decision to create the bargaining units used to create said Appendix and the PERB Decision that modified the bargaining unit effective October 1, 2006 to include the Teacher classifications (3) of the Child Development Center. The District will notify CSEA of all new position classifications that are not declared to be management, supervisory or confidential. CSEA shall designate in writing a single CSEA designee, and notice required under EERA shall be achieved by contact to the CSEA designee via first class mail or facsimile transmission and notice given to the three chapter presidents. *(Revised August 16, 2013)*
2. CSEA, in turn, recognizes the Board of Trustees as the duly elected representative of the people and agrees to negotiate exclusively with the agents of the Board in accordance with provisions of the Educational Employment Relations Act (EERA). CSEA further agrees that it, its members and agents shall not attempt to negotiate privately or individually with any Board member or manager. *(Revised February 13, 2008)*
3. All bargaining unit employees new to the Kern Community College District will be given employee packets at the time of hiring. The packets will be handed out by the Human Resources Department at each respective campus and the District Office. The packets will include California School Employees Association information and applications.
4. Newly hired classified employees shall receive a benefits orientation. Such orientation shall be conducted within forty-five (45) days of the

employee being hired. *(Added November 20, 1997)*

ARTICLE TWO--ORGANIZATIONAL SECURITY
(Revised December 10, 2019)

1. The District will deduct dues from the wages of bargaining unit members based on CSEA's written direction to the District. CSEA is responsible for obtaining and maintaining membership and/or dues authorization forms for bargaining unit members.
2. The District will make dues deductions as directed by CSEA in writing. CSEA is responsible for notifying the District in writing of a withdrawal of dues deduction by any bargaining unit employee.
3. A bargaining unit employee on an approved paid leave of absence shall continue to have dues deducted for the term of the approved leave, except the deductions can be discontinued in accordance with CSEA requirements.
4. Withdrawal from the Association will be in accordance with CSEA bylaws and requirements. A bargaining unit member shall direct any inquiries regarding withdrawal from membership to the Association.
5. The District bears no responsibility whatsoever for the administration or enforcement of these provisions except to deduct authorized membership payments. The provisions specified herein are not subject to the grievance procedure.
6. The Association shall hold harmless and indemnify the District, its officers, agents, and employees from any award or compromise of damages or liability arising out of any court or administrative action challenging the dues deduction provision of this Agreement.
7. The Association shall assume all costs of defending any litigation filed against it or the District and naming the District as a party as a result of the implementation of these provisions. The District, however, retains the sole and exclusive right to select its own counsel in any litigation arising from the provisions herein. The Association shall have the exclusive right to decide and whether any such action shall be compromised, resisted, defended, tried or appealed. *(Revised December 10, 2019)*

ARTICLE THREE--PERSONNEL FILES

1. Official classified personnel files shall be retained in the District Office. No derogatory material which might adversely affect an employee's

employment with the District will be placed in his/her official personnel file without his/her prior knowledge. *(Revised June 16, 1994)*

2. Upon written request, an employee, or any person authorized by the employee, shall have the right to review his/her official personnel file, with the exception of material that includes ratings, reports or records which were obtained prior to employment.
3. Upon written request, an employee, or any person authorized by the employee, shall have the right to receive two (2) copies of any material in his/her official personnel file with the exception of material that includes ratings, reports or records which were obtained prior to employment.
 - 3A After employment, such pre-employment materials will not be used on any personnel action adversely affecting an employee except as evidence of falsification of application materials.
4. Employees shall receive a ten (10) day notice before any derogatory material is placed in the employee's personnel file. Any employee, who receives derogatory material which is intended to be placed in the employee's personnel file, will have the opportunity to respond to it in writing at any time before or after the derogatory material is placed in the personnel file. The review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction. The written response shall be written and attached to the derogatory material and placed in the official personnel file. *(Revised March 24, 2022)*
5. Within the ten (10) working days referred to in Article 3, Section 4, above, an employee and/or person authorized by the employee may request in writing a meeting with the College Human Resources Manager or Vice Chancellor, Human Resources Services, to discuss matters of factual dispute in regard to the derogatory material. *(Revised June 21, 2000)*
6. When an employee's official personnel file is reviewed in connection with promotion, derogatory material, other than that contained in evaluations, that has been in the file for more than two (2) years will be sealed prior to the reviewer's examination of the file. *(Revised June 16, 1994)*

ARTICLE FOUR--ORGANIZATIONAL RIGHTS

1. Neither the District nor CSEA shall impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their rights guaranteed by this Agreement.

2. Classified employees have the right to be represented by CSEA in meetings with District management that affect their hours, wages, and working conditions.” This includes grievance meetings, formal and informal, and meetings that could reasonably lead to discipline, including evaluations indicating that the employee’s overall performance is less than satisfactory. *(Revised February 13, 2008)*
3. CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement.
 - 3A CSEA's right of access to employees shall be limited to the lunch and official breaks and before and after work hours. For matters involving grievances and/or contract administration, CSEA shall have access to employees during working hours at a time mutually agreed upon by CSEA and the immediate supervisor.
 - 3B Facilities for CSEA will be provided which shall include the use of College/District e-mail, website and/or web page access, voicemail, mail boxes, bulletin boards, meeting rooms, office space, and video conference systems and facilities consistent with and subject to current District and College usage policies. Telephone service, and to the extent available, duplicating service will be provided at the expense of CSEA. Facilities, equipment and personnel costs beyond normal college operations shall be charged to CSEA. *(Revised June 2, 2004)*
 - 3C The right to use without charge institutional facilities and buildings at reasonable times.
 - 3D Upon request, CSEA shall be supplied with a complete *hire-date* seniority roster of all bargaining unit employees. *(Revised June 16, 1994)*
 - 3E Upon request, the District agrees to furnish CSEA a copy of District, County and State reports that are a matter of public records as required by law. *(Revised June 16, 1994)*
 - 3F The immediate supervisors shall grant reasonable released time to CSEA Chapter president(s) or designee(s) for contract administration and preparation related sessions. At times and costs mutually agreed upon by management and CSEA, four (4) additional Chapter officers designated by CSEA shall be granted released time for contract administration, travel (mileage reimbursement only), preparations, and other tasks as related to his/her CSEA position. Each CSEA Chapter shall

provide the District with the names of its officers, including job representative. *(Revised June 2, 2004)*

- 3G With a format and at times mutually agreed upon by the College Presidents or designee and CSEA, orientation sessions on this Agreement for bargaining unit employees may be held during regular working hours.
- 3H Notwithstanding any other provision of law, when a classified staff representative is to serve on a College or District task force, committee, or other governance group, the exclusive representative of classified employees of that College or District shall appoint the representative for the respective bargaining unit members (Ed Code 70901.2a). *(Added June 2, 2004)*
- 3H1 Approval of the immediate supervisor must be obtained before a bargaining unit member may serve on a college or District committee (excludes negotiation and District Fringe Benefit committees). An employee may appeal the decision of the supervisor to the College president, or if a District employee, to the Assistant Chancellor, Human Resources Services. *(Revised November 20, 1997)*
- 3I Within thirty (30) days after the ratification of this Contract, the District shall print or duplicate and provide without charge a copy of this Contract to every employee in the bargaining unit. Every new member of the bargaining unit shall be provided with a copy of this Agreement by the District without charge at the time of employment. Each employee in the bargaining unit shall be provided by the District without charge with a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement. A reasonable number of additional copies will be provided to members upon request without charge. These copies shall also be made available on the District website. *(Revised June 2, 2004)*
- 3J One CSEA representative from each chapter shall be allowed release time to attend District Board of Trustees meetings. All hours spent as the CSEA appointed representative as specified above shall be hours in paid status if the representative would otherwise have been in paid status. Overtime or compensatory time shall not be applicable. *(Revised June 2, 2004)*
- 3K Released time shall be granted for elected CSEA delegates —to attend the annual Conference of CSEA. Names of those

attending will be submitted in writing to the employee's supervisor and the District along with the dates of the CSEA Conference thirty (30) days prior to the beginning date of the Conference. The number of delegates authorized for this leave will be limited to the number of official delegates allowed by the CSEA formula that determines the number based on chapter membership. *(Revised December 10, 2019)*

- 3L DISTRICT NOTICE TO CSEA OF NEW HIRES SEE (APPENDIX F).

ARTICLE FIVE—MANAGEMENT RIGHTS
(Added June 2, 2004)

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

ARTICLE SIX --RELEASED TIME FOR NEGOTIATIONS

1. Released Time for Negotiations *(Revised March 24, 2022)*
- 1A A maximum of seven Classified Employees in the bargaining unit is allowed for representation for negotiations. Each CSEA Chapter should be represented in negotiations. *(Revised February 13, 2008)*
- 1B For purposes of scheduled negotiation meetings with District Human Resources, members of the Classified Negotiating Team will receive released time for hours of work actually missed. All hours reasonably spent for negotiations including travel time and preparation, will be considered as hours in paid status. However, overtime or compensatory time shall not be applicable. One (1) hour caucus time prior to and one (1) hour caucus time after each negotiating session will be provided the negotiating team of CSEA. *(Revised March 24, 2022)*
- 1C Released time will include reasonable travel time to negotiate with District management. Maximum time allowed for travel to the District office will be based on the District mileage chart.

(Revised June 2, 2004)

2. Negotiating sessions including travel time will normally be held during regular working hours of classified employees, but may extend beyond the normal work day based upon scheduling by the parties. *(Revised February 13, 2008)*
3. Use of a District car will be allowed by the employee when the purpose of travel is to attend negotiating sessions: if a District vehicle is available. A District vehicle shall be “available” when it is not otherwise required for District business. If a District vehicle being driven on other District business is going to the location where negotiations are being held, CSEA negotiators may travel in the District vehicle if space is available. *(Revised July 20, 2015)*
4. Each chapter will have a Negotiations Committee and committee members who will receive three (3) hours of release time for the purpose of joint chapter meetings to develop a proposal for opening contract negotiations. *(Revised July 20, 2015)*

ARTICLE SEVEN--CLASSIFIED COMPENSATION

1. Salary Schedule:

The 2021-2022 and 2022-2023 salary schedules for all ranges and positions are attached in Appendix “B” and incorporated by reference herein. *(Revised March 24, 2022)*

- 1A For the 2021-2022 fiscal year, KCCD will provide a two-step advancement on the C1 and C3 table of the classified salary schedule for those unit members who would have received a step advancement for the 2020-2021 fiscal year. *(Revised March 24, 2022)*
- 1B For the 2021-2022 fiscal year, KCCD will provide a three percent (3.00%) on schedule salary increase for classified bargaining unit employees, effective July 1, 2021. *(Revised March 24, 2022)*
- 1C For the 2022-2023 fiscal year, the parties agree that the classified bargaining unit members will receive a three percent (3.00%) on schedule, and a 1.00% off schedule salary increase effective July 1, 2022. *(Revised March 24, 2022)*
- 1D Effective January 1, 2022 the Kern Community College District proposes the following modifications to the classified salary

schedules:(*Revised March 24, 2022*)

1D1 Ranges 27.0 thru 32.5 will be removed and the affected employee will be placed at range 33.0 at a step that the employee will not have a decrease in pay. (*Added March 24, 2022*)

1D2 Classifications currently placed at ranges 27.0 through 32.5 will be adjusted and placed at range 33.0. (*Added March 24, 2022*)

1E The parties agree to reopen for 2022-2023 Article Eight – Fringe Benefits and up to two (2) unspecified articles to begin by May 2022. In addition, the parties agree to reopen for negotiations for the 2023-2024 academic year Article Seven – Classified Compensation and Article Eight – Fringe Benefits and up to two (2) unspecified articles. Negotiations for the 2023- 2024 academic year will begin by March 2023. (*Added March 24, 2022*)

1F The parties agree to develop a joint committee of CSEA and District members to develop and prioritize a job description evaluation process that will review the currency of all classified job descriptions. A priority list of job descriptions to be reviewed will be compiled starting with those job descriptions that have been impacted by the minimum wage increases (ranges 27.0 through 33.0 in the 2018- 2021 CBA). An outside consultant, selected by mutual agreement of the parties, will have the first review of the job descriptions and the parties will negotiate the final outcome of the description. Both parties agree the timeline for this will begin with the acceptance of the successor agreement and will end no later than June 30, 2023. Unless both parties agree to extend the timeline in writing, CSEA reserves the right to file a grievance starting at Level III. CSEA shall meet and confer with District prior to filing a grievance under this paragraph. (*Added March 24, 2022*)

1G Job description changes completed by the committee, as provided in Article 7, 1F above, shall become effective starting July 1, 2022. The parties shall negotiate the appropriate salary for any reclassification, and it shall be effective upon the reclassification. (*Added March 24, 2022*)

1H All classified positions shall be reviewed by the management/classified committee at least once every five (5) years. (*Added March 24, 2022*)

1H1 If changes are needed, a mutually selected consultant will have a first review of the job descriptions. Job description changes shall become effective upon ratification and board approval. (Added March 24, 2022)

2. Hours (Revised November 10, 2011)

2A Full-time positions and salaries are based on a forty-hour (40-hour) workweek and an eight-hour (8-hour) workday (*Ed Code section 88026*). An annual calendar will be developed for each site and in agreement with CSEA. Calendar development will normally coincide with the development of the academic calendar. Schedule configurations may include workdays that are contiguous through the workweek and include a workweek of:

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

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

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

department in the following manner (*Revised June 2, 2004*):

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

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

2C Each supervisor shall require all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of 15 minutes rest time per 4 hours or major fraction thereof.

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

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

2D1 Certain positions may be exempted from 2D as designated by the District Human Resources Office after consultation with CSEA. (*Revised June 2, 2004*)

2E Rest periods and lunch periods shall not be used to change an employee's shift.

2F All standby time shall be considered as regular hours worked and shall be compensated at the appropriate rate of pay.

- 2G Any employee in the bargaining unit who works an average of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period. This provision shall not be applicable when an employee is granted a temporary increase in hours of assignment to substitute for a portion or all of another bargaining unit employee absent for sick leave and/or vacation purposes. *(Revised February 11, 2010)*
- 2H When additional hours are regularly assigned to a part-time position, the assignment shall be offered to the employee in the appropriate classification and job assignment with the greatest hire-date seniority. If the senior employee declines the assignment, it shall be offered to the remaining employees in the classification and job assignment in descending order of the hire-date seniority until the assignment is made.
- 2I Any employee called to work after completion of his/her regular assignment or on an unscheduled work day shall be compensated for at least two (2) hours of work at the appropriate rate, irrespective of the actual time that is required to be worked.
- 2J Any employee called in to work on the sixth (6th) or seventh (7th) consecutive day shall be compensated for a minimum of three (3) hours of work at the appropriate rate of pay under this Agreement.
- 2K Shift Differential
- 2K1 Any bargaining unit employee whose regularly assigned work shift ends after 9:00 p.m. and before 9:00 a.m. or includes a split shift for at least two (2) days per week [a minimum of three (3) non-work hours] shall be paid a shift differential premium of five percent (5%). This premium shall be above the regular rate of pay for all hours worked. An employee who requests a temporary shift change to accommodate an educational or personal situation shall not be eligible for the differential premium.
- 2K2 Any employee who received a shift differential premium on the basis of his/her shift shall suffer

no reduction in pay, including differential, when assigned to a shift not referred to in 2K for thirty (30) consecutive calendar days or less. *(Revised June 2, 2004)*

2K3 An employee shall be paid a shift differential premium if assigned to a shift referred to in 2K1 for more than fifteen (15) consecutive calendar days. At the end of the fifteen (15) days, the shift differential premium would be retroactive to the first day worked. *(Revised June 2, 2004)*

2K4 The five percent (5%) shift differential provided in 2K1 shall be included as a part of the regular pay for the purposes of computing overtime. *(Revised June 2, 2004)*

2L Within thirty (30) days after classes begin each semester, all food service employees will be notified of the dates food services are to operate for the semester and level of service on those dates. These dates and the level of services may be changed after consultation with CSEA.

3. Overtime *(Revised March 24, 2022)*

3A A bargaining unit member having an average workday of four (4) hours or more during the workweek shall be compensated for any work required to be performed on the sixth (6th) or seventh (7th) day following the commencement of the workweek at a rate equal to one and one-half (1.5) times the regular rate of pay of the unit member. *(Revised December 10, 2019)*

3B All hours worked in excess of eight (8) hours on the sixth (6th) and seventh (7th) consecutive day shall be compensated at the rate of time and one-half (1½) of regular rate in addition to the regular rate of pay. (Total compensation equals two and one-half (2½) times the employee's regular rate of pay.)

3C Those unit members having an average workday of less than four (4) hours during the workweek shall receive the same overtime compensation as set forth in Article 3A above for any work required to be performed on the seventh (7th) day following the commencement of his/her workweek. *(Revised December 10, 2019)*

3D Overtime may be compensated by time off or extra payment as

mutually agreed by the employee and immediate supervisor. The method of compensation will be reduced to writing if requested by the employee. All overtime and methods of

compensation must be approved in advance by the supervising administrator of the department. *(Revised February 11, 2010)*

3D1 Opportunities for overtime assignments shall be rotated equitably within the affected job classification, department, and campus. *(Revised February 11, 2010)*

3D2 Rotation may be restricted to those with the particular expertise to complete the required work. The term, *particular expertise*, shall not be used to exclude qualified employees from within the affected classification overtime opportunities. *(Revised February 11, 2010)*

3E An employee may decline a request for overtime except where the work is necessary in the interest of the employer's operation. Except in unusual circumstances, two weeks notice will be provided for scheduled mandatory overtime.

3E1 Where more than one (1) employee is qualified and available to perform the work, the least senior employee with the particular expertise to complete the required work and who declined the work, may be assigned. In order to avoid repeated assigned overtime to the same employee, overtime may be assigned by the supervisor by the least senior to most senior and rotated through qualified employees. *(Revised March 24, 2022)*

3F For the purpose of computing the number of hours worked to determine overtime, all time during which an employee is in paid status shall be construed as hours worked.

3G Compensatory time may be accumulated to a limit of forty (40) hours.

3H Compensatory time off shall be taken as soon as possible and within twelve (12) calendar months following the month in which overtime was worked. If the compensatory time has not been taken within twelve (12) months of the date on which it was earned, the District shall pay the employee in cash for all

such time at the appropriate overtime rate based on the employee's current rate of pay. *(Revised December 10, 2019)*

- 3I The district, in any school year, if it maintains school sessions at times other than during the academic year, shall provide first right of refusal to bargaining unit employees. When it is necessary to assign bargaining unit members not regularly so assigned to serve between the end of one (1) academic year and the commencement of another, such assignment shall be made on the basis of qualifications for employment in each classification of service which is required. No unit member whose regular yearly assignment for service excludes all, or any part of, the period between the ends of the academic year to the beginning of the next academic year, shall be required to perform services during such period. A bargaining unit member shall, for services performed as herein provided, receive (on a pro-rata basis) not less than the compensation and benefits which are applicable to that classification during the regular academic year. *(Added December 10, 2019)*

4. Pay and Allowances *(Revised December 10, 2019)*

- 4A All new employees become eligible for a step increase on July 1 and each subsequent year thereafter. New employees beginning employment on March 15 or later will receive a step increase on July 1 of the subsequent year. *(Revised December 10, 2019)*

- 4B All employees shall be paid for all regularly scheduled working hours on the last working day of each month.

4B1 For purposes of salary deductions for unpaid absences during a month, a standard month of 21.6667 days shall be used.

4B2 Flexible Limited Benefit Employees who are not scheduled to work, shall be paid one (1) hour of base pay per week for those weeks during the employee's beginning and ending dates. The employee's supervisor shall submit a monthly time report to pay eligible employees.

- 4C Compensation for an Employee Working Out of Classification is as follows:

4C1 Classified employees shall not be required to perform duties which are not fixed and prescribed for the position by the governing board in

accordance with Education Code Section 88010, unless the duties reasonably relate to those fixed for the position by the board, for any period of time which exceeds five (5) working days within a fifteen (15) calendar-day period except as authorized herein. (Refer to 4C3) *(Revised June 2, 2004)*

4C2 An employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than five (5) working days provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties.

4C3 Where an employee has been required to work out of classification, the employee must file a claim no later than fifteen (15) working days following the sixth (6th) working day of out of classification work to maintain any standing for reclassification. (Refer to 4C1) *(Revised June 2, 2004)*

4C4 After consultation with the employee and/or representative, the Chancellor or designee may provide for an upward salary adjustment for any classified employee required to work out of classification on a regular basis for more than thirty (30) days in a fiscal year.

4C5 An employee who is compensated for working out of classification shall be placed on the same step in the higher range as his/her current step.

4D Payroll Errors

4D1 Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected not later than five working days after the employee provides notice to the District Human Resources/Payroll Department through the College Human Resources office. *(Revised February 11, 2010)*

4D2 Any payroll error resulting in overpayment for an

employee in the bargaining unit shall be corrected at the first available payroll period unless otherwise agreed upon by the employee and the District.

4E Any payroll adjustment due an employee in the bargaining unit as a result of working out of class, re-computation of hours, or reasons other than procedural shall be made the next regular payroll for the employee following submittal of required notice to the District Human Resources/Payroll Department through the College Human Resources office. *(Revised February 11, 2010)*

4F Minimum Wage Compliance

The hourly rates shown on the salary schedule shall be no less than minimum wage. *(Added December 10, 2019)*

5. Conference/Travel Reimbursement

5A Any employee in the bargaining unit who, as a result of a work assignment, must be away from home overnight shall be reimbursed by the District for actual and necessary expenses in accordance with District procedures.

5B Any employee in the bargaining unit required to use his/her vehicle on District business shall be reimbursed at the District adopted rate per mile for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business. This amount shall be payable in a separate warrant drawn against District funds.

5C A member of the bargaining unit who is required in writing by the College President or designee to attend specifically scheduled retraining sessions (including conferences) shall receive compensation as follows:

5C1 When these training sessions occur during the employee's regularly assigned working hours, the employee shall be paid at his/her regular rate of pay and shall receive all benefits to which he/she is entitled.

5C2 When these training sessions occur outside of regularly assigned working hours, the employee shall be compensated at the appropriate overtime

rate.

5C3 Compensation shall not include time spent beyond travel and conference/workshop attendance, i.e., social, rest, and dining periods.

6. Payroll Deductions (*Revised February 11, 2010*)

6A Mandatory payroll deductions are made for withholding tax, Social Security and retirement.

6A1 Withholding tax deductions are made from the date employed.

6A2 Bargaining Unit employees who works 20 or more hours each week, or 1,000 or more hours per fiscal year, are required to become a member of the Public Employees Retirement System (PERS) in accordance with PERS regulations. Once an employee becomes a PERS member, the employee continues to be a member while employed regardless of the number of hours worked. The amount of the PERS contribution for bargaining unit members is established by PERS. (*Revised February 11, 2010*)

6A3 Social Security coverage becomes effective on the same date the employee becomes a member of the Public Employee's Retirement System.

6A4 As allowed by statute, the District shall implement the Internal Revenue Service ruling relating to tax treatment of the retirement contributions to the Public Employee's Retirement System where retirement contribution from any eligible employee's salary will be deducted before federal and state taxes are withheld.

6B Subject to the net earnings after the deductions in 6A, in order of payment, voluntary payroll deductions will be made for (*Revised June 2, 2004*):

6B1 The provision of Public Law 87-370, United States Internal Revenue Code Section 403(b), and the California Revenue and Taxation Code 17512 which allows the employee to accept a salary reduction for

the purpose of purchasing a tax sheltered annuity.

- 6B2 Dues for the exclusive representative
- 6B3 The insurance companies which are on a District-approved list
- 6B4 Loans and share accounts with District-approved banking institutions. *(Revised February 11, 2010)*

6C Part-time employees who are regularly employed twenty (20) or more hours each week and are contributing to retirement and Social Security qualify for all payroll deductions listed for full-time classified employees.

7. Longevity Increment *(Revised July 2, 2014)*

7A After thirty (30) years of accrued/accumulated service to the District, classified service employees will receive a one-time honorarium of two thousand, five hundred dollars (\$2,500).

7B An employee who submits to the College President or District Chancellor by November 30 a letter of resignation for the purpose of retirement to be effective by the end of the academic year shall be compensated two thousand dollars (\$2,000).

8. Employee Expenses and Materials

8A The District, shall pay the full cost of the purchase, lease, rental, cleaning and maintenance for uniforms, identification badges, emblems and cards that are required to be worn by bargaining unit employees.

8A1 Food service employees will be provided the following:

8A1A \$15.00 per month for uniform maintenance.
(Added December 10, 2019)

8B The District agrees to provide all tools, equipment, mandatory certifications, and supplies necessary to bargaining unit employees for the performance of employment duties. *(Revised March 24, 2022)*

8C The District shall fully compensate all bargaining unit employees for documented loss or damage to personal tools required to be used on the job by the District in the course of

employment. A secure place will be provided for personal belongings not worn while on duty.

8D The District agrees to furnish equipment or gear that is required to ensure the safety of the employee or others.

8E The District confirms that Government Code Sections 825 et. seq., require the District to provide for defense and indemnification of any employee named as a defendant in a claim or lawsuit alleging tortuous conduct during the course and scope of District employment.

8F Approved absences may be granted classified employees with full pay to attend conferences. Normal expenses shall be paid according to District adopted policies.

9. Professional Development Program

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

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

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

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

- 9E To be eligible for compensation, the employee must complete fifteen (15) semester units of approved collegiate course work or seminars, workshops, or clinics granting a certificate of completion with unit value equated at eighteen (18) hours of instruction per unit.
- 9E1 Payments will not be awarded for any activity for which released time from duties has been granted or for in-service training conducted during working hours.
- 9E2 Auditing of courses, credit for work experiences, internships, or credit by examination shall not be permitted under this program.
- 9E3 A grade of "C" or better must be attained in graded courses taken for professional development.
- 9E4 Professional development payment will be identified on, and become a permanent part of the classified employee's records.
- 9E5 Application for credit, securing transcripts, or other verification of course work will be the responsibility of the employee.
- 9E6 Compensation shall be made within thirty (30) days following completion of eligibility requirements and submission of appropriate paperwork to the Classified Human Resources Office by the employee.

10. Retraining Program

- 10A All permanent employees are eligible to participate in the District retraining program. The purpose of this program is to develop employee skills as required for his/her current or anticipated job assignment.
- 10B A retraining program must be approved by the employee's immediate supervisor, the College President or designee, the Chancellor or designee, and the Board of Trustees.
- 10C The District will compensate employees for authorized, documented costs incurred for approved programs, such as the expense of tuition, fees, books and materials, and transportation. Released time will be granted if approved as

part of the program.

10D Course work taken for an approved retraining program shall not be part of a professional development program.

11. Staff Development Funds

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

12. Wellness Program *(Revised March 24, 2022)*

12A CSEA proposes that the District and CSEA establish proactive procedures to promote the health of the bargaining unit, in an effort to manage health care costs. *(Revised March 24, 2022)*

12B Approval shall be given for full-time classified staff to participate in the Wellness Program. *(Revised March 24, 2022)*

12B1 The program allows for a maximum of one-half (1/2) hour for two (2) days-per-week staff time to be given for classified staff. *(Revised March 24, 2022)*

12B2 The program requires that a written request to the supervisor must be on file with the days and times and agreed upon by the supervisor. Any changes to the schedule of the days and times shall be in writing and agreed upon by the supervisor. A copy of the approval and schedule will be on file with Human Resources. Modifications to the Wellness Program shall become effective July 1, 2022. *(Added March 24, 2022)*

12B3 The times of the program cannot be aligned with the beginning or ending of the employees work schedule. *(Added March 24, 2022)*

13. Classified Employees, Adjunct Assignment *(Added February 17, 2019)*

13A SEE ATTACHED (APPENDIX G).

ARTICLE EIGHT--FRINGE BENEFITS

1. Eligibility *(Revised November 10, 2011)*

1A All employees in the bargaining unit hired prior to August 19, 1991 who work at least twenty (20) hours per week on a regularly assigned basis shall be covered under the benefit programs provided in Article 8, Section 2.

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

1B Those employees initially employed for twenty (20) or more hours per regular workweek or who are promoted to an assignment of twenty (20) or more hours per regular workweek after August 19, 1991, shall be entitled to a prorated benefit contribution from the District. The proration shall be based upon the employee's weekly number of work hours as they relate to forty (40) hours.

1B1 Those employees whose hours of work fluctuate throughout the year may be eligible for prorated benefits. The number of hours in a year for a full-time employee is two thousand, eighty (2,080). Since other employees must work twenty (20) hours or more per week [fifty percent (50%) of a week] to be eligible for prorated benefits, those employees whose weekly number of assigned hours fluctuate will have his/her annual number of work hours compared to two thousand, eighty (2,080). If the assigned hours for the year are one thousand, forty (1,040) [fifty percent (50%) of 2,080] or greater, the employee will be eligible for prorated benefits.

1B2 Each employee who chooses to participate in the District Medical, Dental, Vision, and Life Insurance programs shall authorize the District to make the required premium deductions from his/her monthly payroll warrant. Each employee shall make his/her election to participate during the first (1st) month of his/her employment. There will be no in-lieu benefits or compensation provided to any employee.

1B3 Employees meeting eligibility for benefits under Section 1B, who voluntarily reduce their working

hours below forty (40) hours per week and elect to continue their fringe benefits shall be required to make prorated contributions. *(Revised June 2, 2004)*

- 1C Any active employee who became eligible for coverage under this Agreement before July 1, 1987 shall be deemed to have met the eligibility requirement and will continue to receive coverage.
- 1D Employees hired on or after July 1, 1987 must maintain eligibility to continue the benefit. Those who remain working but have their hours involuntarily reduced below twenty (20) hours by reason of layoff shall be retained on benefits until there is a refusal of a position in excess of nineteen (19) hours.
 - 1D1 Eligibility for coverage terminates if an employee voluntarily requests a reduction in hours which decreases the employee's hours below twenty (20) hours per week.
- 1E All less than full time unit members shall maintain current Health and Welfare benefits as of the effective date of this agreement *(Added September 10, 2014)*.
- 1F All new part-time unit positions shall be designated a fiscal year full-time equivalency (FTE) value. The formula determining the FTE shall be: total work hours per fiscal year divided by 2080 hours. For example, an employee who works 1664 per fiscal year will be designated .8FTE. *(Added September 10, 2014)*.
- 1G All new less than full time and current fluctuating hourly employees shall be provided prorated Health and Welfare benefits in the following employment categories: *(Added September 10, 2014)*.
 - 1GA Class A: The District will provide 100% of the existing premium capped Health and Welfare benefits offered to less than full time employees who are assigned to work in a position that is .83 FTE or higher.
 - 1GB Class B: The District will provide 85% of the existing premium capped Health and Welfare benefits offered to less than full time employees who fall within .73FTE to .82FTE.

- 1GC Class C: The District will provide 75% of the existing premium capped Health and Welfare benefits to less than full time employees who fall within .6FTE to .72FTE.
- 1GD Class D: The District will provide 60% of the existing premium capped Health and Welfare benefits to less than full time employees who fall within .5FTE to .59FTE. *(Added September 10, 2014).*
- 1H Annual Schedule: The District will determine the annual schedule for all new or replacement fluctuating assignments. After initial employment, an annual schedule will be determined for employees by May 1st of the preceding fiscal year by mutual agreement by the immediate supervisor and employee. *(Added September 10, 2014).*
- 1I All bargaining unit employees shall be granted one (1) annual staff parking permit without charge. Each chapter shall receive one (1) additional, discretionary staff parking permit without charge. *(Revised June 21, 2000)*
- 2 Health and Welfare Benefits *(Revised August 18, 2021)*
- 2A Effective with the 2021-2022 plan year that will begin October 1, 2021, the District maximum contribution toward the Health and Welfare Benefits Program will be \$1,577.44 per month. The Health and Welfare Benefits Program shall include medical, dental and vision insurance plans for the employee and eligible dependents and a life insurance plan for the employee only. The District's maximum contribution rate shall be increased by the higher of the percentage increase to the CPI-W (U.S. Cities average for the prior 12 months July to June) or percentage increase to the funded state COLA. The increases shall be applied based on the SISC plan years. *(Revised March 24, 2022)*
- 2A1 Employees will be responsible for any excess premium costs above the District maximum contribution toward the Health and Welfare Benefits Program. If premium increases result in unit members being unable to select a program option (medical, dental, vision, and life) within the District's maximum contribution, and upon request by CSEA, the parties agree to negotiate alternative plans. *(Added December 10, 2019)*

- A group Term Life Insurance plan that provides \$50,000 for the unit member only
- A Vision plan
- A Dental plan
- An Employee Assistance Plan (EAP)
- Four (4) medical plans to include a PPO option, an HMO option

Plan	Plan Type	Deductible Ind/Family	Out of Pocket Max Ind/Family	Office Visit Co-Pay	Rx- Generic	Rx- Brand
100A	PPO	\$0/\$0	\$1,000/\$3,000	\$20	\$5	\$20
90G	PPO	\$500/\$1,000	\$1,000/\$3,000	\$20	\$7	\$25
80G	PPO	\$500/\$1,000	\$2,000/\$4,000	\$30	\$7	\$25
Kaiser	HMO	\$0/\$0	\$1500/\$3,000	\$10	\$10	\$10

2A2 The District will pay the premium for a long-term disability plan for the employee. A unit member is eligible for the long-term disability plan after serving the District for three years. *(Revised July 31, 2107)*

2B The following plans are available to the employee at his/her expense.

2B1 An Internal Revenue Code (IRC) Section 125 Flex Benefit Plan.

2C For the term of this Agreement, the District shall consult with the Association in the matter of the carrier and administration. There will be no change in the provider (carrier), plan design or benefits without notice to the Association and an opportunity to negotiate (if so requested). *(Revised November 10, 2011)*

2D No *in-lieu* payments or contributions to programs other than those which the District provides in this Article shall be made by the District for any employee who elects not to subscribe to the benefits provided by this Article.

2E Employees on District-approved unpaid leaves of absence shall have the option to continue District health and welfare coverage(s) for the period of the leaves upon reimbursement to the District for as long as the practice is allowed by the health and welfare benefit provider(s). Failure to make timely payment for two successive months shall cause the right to continuous

coverage to cease.

2F Eligible employees shall have their health and welfare benefits commence on the first day of the month following the first day of employment.

2G Employees who resign or are terminated from District employment shall be covered by the District's insurance programs to the end of the month in which the separation from employment takes place. *(Revised February 11, 2010)*

3. Health and Dental Plans for Retirees

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

3A1 Benefits to Age Sixty-five (65)

3A1A The District will provide health and dental plans for the employee and eligible dependent(s) under the following condition:

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

3A1B The surviving eligible dependent(s) of a retiree may continue the health and dental plans at his/her expense.

3A2 Benefits at Age Sixty-five (65) and Beyond

3A2A The District will provide a health plan for the employee and eligible dependent(s) under the following conditions:

- The employee must have worked for the District ten (10) years immediately preceding retirement.
- At age sixty-five (65), all retirees [and their eligible dependent(s), if dependent coverage is taken] who are qualified through Social Security

eligibility for Medicare Part A shall apply for and accept Medicare Part A.

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

3A2B The surviving eligible dependent(s) may continue the health plan at his/her expense.

3B Employees who retired under PERS between July 1, 1983 and June 30, 1988

3B1 Benefits to Age Sixty-five (65)

3B1A The District will provide health and dental plans for the employee and eligible dependent(s) under the following conditions:

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

3B1B The surviving eligible dependent(s) of a retiree may continue the health and dental plans at his/her expense.

3B2 Benefits at Age Sixty-five (65) and Beyond

3B2A The District will provide a health plan for the employee and eligible dependent(s) under the following conditions:

- The employee must have worked for the District ten (10) years

immediately preceding retirement.

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

3B2B A surviving eligible dependent(s) of a retiree may continue the health plan at his/her expense.

3C Employees of the District as of June 30, 1988 who are eligible to retire but will retire at a later date

3C1 Eligible to retire means the employee could have received a retirement benefit through PERS as of June 30, 1988, but did not choose to do so.

3C2 Benefits to Age Sixty-five (65)

3C2A The District will provide health and dental plans for the employee and eligible dependent(s) under the following conditions:

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

3C2B The surviving eligible dependent(s) of a retiree may continue the health and dental plans at his/her expense.

3C3 Benefits at Age Sixty-five (65) and Beyond

3C3A The District will provide a health plan for the employee and eligible dependent(s) under the following conditions:

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

3C3B A surviving eligible dependent(s) of a retiree may continue the health plan at his/her expense.

3D Employees of the District as of June 30, 1988 who are not eligible to retire as of that date

3D1 Benefits to Age Sixty-five (65)

3D1A The District will provide health and dental plans for the employee and eligible dependent(s) under the following conditions:

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

3D1B The surviving eligible dependent(s) of a retiree may continue the health and dental plans at his/her expense.

3D2 Benefits at Age Sixty-five (65) and Beyond

3D2A The District will provide a health plan for the employee and eligible dependent(s) under the following conditions:

- The employee must have worked for the District fifteen (15) years immediately preceding retirement.
- The District monthly contribution for the health plan shall not exceed that for an active employee.
- At age sixty-five (65), all retirees [and their eligible dependent(s), if dependent coverage is taken] who are qualified through Social Security eligibility for Medicare Part A shall apply for and accept Medicare Part A.
- At age sixty-five (65), all retirees [and their eligible dependent(s), if dependent coverage is taken] must apply for and purchase Medicare Part B.

- Medicare must provide primary coverage.

3D2B A surviving eligible dependent(s) of a retiree may continue the health plan at his/her expense.

3E Employees of the District hired on July 1, 1988 or thereafter

3E1 Benefits to Age Sixty-five (65)

3E1A The District will provide health and dental plans for the employee, spouse, and to the extent required by law, eligible dependents, under the following conditions:

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

3E1B A surviving spouse, and to the extent required by law, an eligible dependent, of a retiree may continue the health and dental plans at his/her expense.

3E2 Benefits at Age Sixty-five (65) and Beyond
(Revised May 29, 2001)

3E2A An employee may continue the health plan at his/her expense under the following conditions:

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

3F Eligibility for benefits following retirement and unpaid leave of absence immediately preceding retirement specified in Policies 3C2A, 3C3A, 3D1A, 3D2A, and 3E1A shall be administered as follows (*Revised June 2, 2004*):

3F1 The years listed under these sections must be in paid status, but not necessarily continuous paid status.

3F2 If the unpaid leave which is applied for and approved is for the period immediately preceding retirement, the amount of leave allowed shall be limited to years of paid service with the District in the following fashion:

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

3F3 Paid leave counts as regular paid service.

3G Health Coverage at the Employee's (or Spouse's) Expense
(*Revised May 29, 2001*)

3G1 The ability to continue and/or acquire any coverage under this section is conditioned upon the health

and welfare benefit provider's (example: Blue Cross and/or Delta Dental) allowance of the practice, current legislative provisions and Medicare policies. 3G2 When an employee, spouse or other eligible dependent is required to contribute to the health and/or dental plans, failure to make timely payments for two (2) consecutive months shall cause the right to continue coverage under this provision to cease.

3H The health and dental plans shall be the same as that for active employees.

3I Classified employees retiring under STRS will have the same benefits as if they retired under PERS.

3J Limited benefit employees are not eligible for health and welfare benefits under this section.

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

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

ARTICLE NINE -- SAFETY

1. This District shall provide employees with safe working conditions. In order to provide employees with safe working conditions, the District will publish and give to each employee an Injury and Illness Prevention Program document. The District will comply with applicable health, safety, and sanitation requirements of local, state and federal governments where the District is aware of violations of any such requirements and when it is possible to do so. *(Revised June 16, 1994)*

2. In the case of a determination of an unsafe condition/practice the District shall correct such unsafe condition/practice immediately or within thirty (30) days, if feasible. *(Revised June 2, 2004)*

2A When an unsafe condition/practice exists presenting a clear and substantial hazard to employee health, the District will provide an alternative work site.

3. Employees will comply with the responsibilities listed in the District Injury and Illness Prevention Program, or they may be subject to disciplinary action(s) as spelled out in Article 13, Section 10E17 of the Contract. *(Revised June 2, 2004)*

4. District vehicles with Global Positioning System. *(Added August 16, 2013)*
 - 4A. A notice shall be placed in the vehicle in plain site stating, "This vehicle is equipped with a Global Positioning System tracking device." The notice shall be produced in not less than 24 font on a durable surface not less than four (4) inches in length and two (2) inches in height. *(Added August 16, 2013)*

 - 4B. Information or data in any form, either transmitted or collected by, through or from GPS tracking devices installed on District motor vehicles shall not be utilized for disciplinary/performance/evaluation purposes involving any CSEA bargaining unit member. If the District intends to utilize GPS tracking data for disciplinary/performance/evaluation purposes, it will notify CSEA and offer to negotiate the effects of its decision. *(Added August 16, 2013)*

ARTICLE TEN—HOLIDAYS

1. The District agrees to provide all employees in the bargaining unit with fourteen (14) scheduled paid holidays: *(Revised March 24, 2022)*

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

(Revised March 24, 2022)

2. Beginning July 1, 2019, the District will modify the operational calendar by two (2) working week to be applied as follows *(Revised December 10, 2019)*:
 - District agrees to provide for a two week Christmas closure effective December 2019. CSEA agrees to relinquish two floating holidays identified in the collective bargaining agreement. *(Revised December 10, 2019)*

- District and CSEA will meet and confer on the effective dates of the closure.
 - This provision will not reduce employee compensation, nor cause the use of accrued vacation or compensatory time.
 - Christmas Day, Christmas Recess, and New Year's Day holidays will remain as paid holidays.
3. Subject to the conditions of Education Code Sections 79020 to 79021 or their successors, additional paid holidays may be granted.
 4. Whenever the New Year's holiday fall on Thursday, or Tuesday, the respective Friday or Monday shall be a holiday.
 5. One (1) additional holiday designated as a Floating Holiday shall be granted each employee in the classified service on a date selected by the employee and scheduled in advance with the concurrence of the supervisor. *(Revised December 10, 2019)*
 - 5A Only members of the classified service who have been employed in the District for at least six (6) months are eligible for the Floating Holiday.
 - 5B The Floating Holiday must be taken within the fiscal year and cannot be taken as a terminal day.
 - 5C If a supervisor requires an employee to work during a scheduled floating holiday and it is impossible for the floating holiday to be rescheduled before July 1, the employee will be paid a regular day's pay for the holiday.
 6. Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.
 - 6A Employees in the bargaining unit who are not normally assigned to duty during the school holidays for Christmas Days and New Year's Day, or Spring Recess, shall be paid for those holidays provided that they were in paid status during any portion of the month in which the holiday falls. *(Revised November 20, 1997)*
 - 6B Employees working less than five (5) days per week shall have no fewer than the proportionate number of holidays in their calendar assignment.

6B1 When a holiday falls on an unscheduled workday, another working day shall be provided as a substitute holiday. *(Revised November 20, 1997)*

7. A classified employee required to work on a regular holiday for which a substitute holiday is not provided shall be compensated at the rate of time and one-half (1½) of his/her regular rate in addition to his/her regular rate of pay. (Total compensation equals two and one-half (2½) times the employee's regular rate of pay.) *(Revised November 20, 1997)*
8. If bargaining unit members do work and are paid overtime for working on a holiday, they shall not receive an additional day off. *(Revised December 19, 2019)*
9. For the Kern Community College Safety Department, days for which officers are regularly scheduled to work that fall on a scheduled Holiday will be subject to the provisions provided in section 7 above. *(Added March 24, 2022)*

ARTICLE ELEVEN--VACATION

1. A full-time (40 hours per week) classified service employee working more than one-half (½) the workdays in a month shall receive vacation based on the formulas in sections 1A, 1B and 1C. Vacation for less than full-time employees will be prorated. *(Revised June 2, 2004)*
 - 1A Vacation days for less than five (5) complete years of service [through the completion of the fourth (4th) year of service] are to be figured at the rate of six (6) hours and forty (40) minutes per month [two (2) weeks per year]. *(Revised June 21, 2000)*
 - 1B Vacation during the fifth (5th) through ninth (9th) years of service calculated at the rate of ten (10) hours per month [three (3) weeks per year]. *(Revised June 21, 2000)*
 - 1C Vacation from the completion of nine (9) years of service [from the beginning of the tenth (10th) year] calculated at the rate of thirteen (13) hours and twenty (20) minutes per month [four (4) weeks per year]. *(Revised June 21, 2000)*
2. The vacation request of bargaining unit employees shall be requested and approved in writing by the appropriate supervisor prior to usage. *(Added February 11, 2010)*

- 2A When a mutually convenient time cannot be scheduled, the College President or designee shall confer with the employee and the supervisor to determine what time will be scheduled by the College President or designee.
3. Vacation days may be accumulated up to the equal of the prior year and the current year. When the accumulation approaches this maximum, the College President may direct the employee to use the vacation under the provisions of Section 2 or provide payment for the excess. (*Revised June 2, 2004*)
- 3A Employees who are assigned to work for less than 11 months a year shall receive payment for their accumulated vacation at the end of their work year assignment. For example, a 10 month employee will receive payment for all unused, earned and accumulated vacation at the end of their 10 month assignment, each year. (*Added February 11, 2010*)
4. Full-time personnel whose employment is terminated before vacation earned in the current or preceding fiscal year has been taken will be granted pay *in-lieu* thereof providing the employee has completed six (6) months of employment.
5. If an employee is terminated and has been granted vacation not yet earned, the full amount of salary paid for such unearned vacation shall be deducted from the last paycheck.
6. The rate of pay for vacation days shall be the same as that which the employee would have received had he/she been in working status.
7. If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to a certified illness or injury he/she may request that his/her vacation date be changed. The District shall grant such request at the mutual convenience of the employee and the department. In like manner, vacation may be terminated or interrupted for a certified illness or injury in excess of two days, or for absences due to paid bereavement, pregnancy or military leave.
8. If for any reason a bargaining unit employee is required to work during a scheduled vacation, he/she shall be compensated at the rate of time and one-half (1½) for all hours worked during the scheduled vacation period. In such case, the employee shall suffer no reduction in the period of vacation due him/her.
9. When a holiday falls during the scheduled vacation of any bargaining unit employee, the day shall be charged to the holiday.

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 hire-date seniority shall be given preference.

ARTICLE TWELVE--ABSENCES AND LEAVES

1. General Absence Policies (*Revised December 10, 2019*)

- 1A Official records of employees' absences are to be maintained by the Kern Community College District Office.
- 1B Employees who must be absent from work are required to notify their supervisor or college administrator in advance of the absence so that arrangements can be made for substitutes when necessary. When an unexpected absence arises at a time the offices are not normally open, employees must notify their supervisor or the switchboard operator as soon as the College and District hours of operations begin. Failure to comply with the provisions of this section may subject the employee to disciplinary action.
- 1C The amount of time an employee is unexcused from work will be deducted from his/her salary.
- 1D Upon submission of proof, an employee shall be entitled to time off without loss of pay to serve on a jury, to appear as a witness in court other than as a litigant, when duly served with a subpoena, or to respond to an official order from another governmental jurisdiction for matters that were not initiated, supported, or sanctioned by the employee. Such time off shall include any actual and necessary travel time from the regular place of employment to the court or hearing place designated in the jury summons, subpoena, or official order.
 - 1D1 Employees are required to report to work during regular hours preceding and immediately following jury duty service or court appearance, unless the work time involved is less than one (1) hour, or unless prior authorization has been obtained from the Chancellor/designee. In no case will an employee be required to perform jury duty service and work time service for more than his/her normal work hours. (Example: An eight-hour (8-hour) employee who serves five (5) hours of jury duty, including travel time both ways, would be required

to perform three (3) hours of work time service.)

- 1E An employee whose creed is not provided for in the school calendar shall be reasonably accommodated by the College President or designee.
- 1F Employees shall file a signed statement with the Chancellor/President or designee of the District Office/college for each absence from duty. *(Revised December 10, 2019)*
- 1G At any time during the term of this Agreement, if the Chancellor, College President, or their designee declares an emergency and closes the College, District Office, or any college satellite location, classified employees who are sent home by the district administration before the conclusion of their workday, shall have no reduction in pay or loss of earned benefits for the time remaining on their workday. Notwithstanding, certain unit members may be required to work during such an emergency, in which case they shall be compensated at the rate of one-for-one hour of compensatory time for all hours worked during said emergency. Example: an employee required to work for three (3) hours within said emergency shall receive three (3) hours of compensatory time. *(Revised June 2, 2004)*

2. Sick Leave

- 2A A classified employee (except short-term or substitutes) employed five (5) days a week by a school district shall be granted twelve (12) days or ninety-six (96) hours of leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a fiscal year of service. *(Revised June 2, 2004)*
- 2B The classified employee employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days or ninety-six (96) hours leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).
- 2C The classified employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days or ninety-six (96) hours leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service this and the

preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

2D Pay for any day of such absence shall be the same as the pay which would have been received had the employee worked during the day of illness.

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

2F If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.

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

2G1 Accrued sick leave can be transferred from one school district to another but must be done within one (1) year. *(Added June 2, 2004)*

2H An employee whose employment is terminated shall have his/her final paycheck reduced by the amount of leave used, but not earned.

2I The Chancellor, College President or their designee may require that any absence due to illness or injury which exceeds three (3) days' duration be verified by a licensed physician/practitioner indicating the reason and length of disability.

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

2J After all other sick leave, vacation and other authorized leave is exhausted, any classified service employee who is absent not to exceed one hundred (100) working days which is credited once a year because of illness, accident or quarantine will receive

one-half (1/2) regular pay for the days absent beyond the sick leave period. Vacation and sick leave will accrue during this period. Any absence subject to the provisions of this section must be verified by a written statement from a licensed physician/practitioner. *(Revised December 10, 2019)*

2K Catastrophic Illness Donation *(Added June 2, 2004)*

2K1 The purpose of this program is to allow permanent bargaining contract unit employees to donate their accrued, unused sick leave to catastrophically ill or injured fellow unit members who have completely exhausted other paid leave benefits. The program is voluntary.

2K2 Effective July 1, 2003, any unit member may donate up to ten (10) days of accumulated sick leave to another unit member who has suffered a long-term catastrophic illness or injury and has exhausted all other available paid leave. Donations must be for a minimum of one (1) day [eight (8) hours]. Donations are irrevocable; unused days are restored to donor. Donations are used in the order of donation. Terminating employees may donate up to six (6) days.

2K3 The donating employee must, after the donation, retain a minimum of one (1) year [twelve (12) days] worth of accrued, unused sick leave prior accumulations.

2K4 The donating employee shall execute and file with the Human Resources Department a form authorizing and irrevocably assigning the donated leave to the donee employee.

2K5 Donated hours will be calculated at the rate of the donor's salary. Example: Two (2) hours given at \$5.00/hour equals one (1) hour at \$10.00/hour.

2K6 Unit members shall be eligible to request the donation of other employee's sick time subject to the following conditions and limitations:

- The unit member is a CSEA permanent bargaining unit employee.

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

3. Personal Necessity Leave (*Revised November 20, 1997*)

- 3A Earned sick leave to a maximum of seven (7) days each college year may be used by the employee, at his/her election, in cases of personal necessity.
- 3B When possible, it is expected that the employee will provide prior notification for personal necessity leave.
- 3C When the employee returns from personal necessity leave, the classified absence form must be completed.
- 3D Personal necessity is defined by the following statements:
- 3D1 Death of a member of the immediate family when additional leave is required beyond that provided in Article 12, Section 4. *Immediate family* shall be construed to have the same meaning so identified under *Bereavement* in Article 12, Section 4A of this Agreement. (*Revised June 2, 2004*)
- 3D2 Accident involving the person or property, or the person or property of a member of the immediate family.
- 3D3 Appearance in any court or before any

administrative tribunal as a litigant, party, or witness.

3D4 Personal business of a compelling nature that cannot be conducted outside of the hours of assignment and does not involve payment to the employee for services.

3D5 All days of personal necessity may be used at the discretion of the employee in accordance with the personal necessity leave language without the employee having to specify which of the allowable conditions have been met. *(Revised June 2, 2004)*

4. Bereavement Leave *(Revised December 10, 2019)*

4A Each classified employee shall be granted five (5) days with pay for bereavement, funeral arrangement, and/or funeral attendance in the event of the death of a member of the employee's immediate family. Members of immediate family mean the employee's:

- mother/step-mother
- father/step-father
- spouse/significant other
- son/step-son
- daughter/step-daughter
- son-in-law
- daughter-in-law
- brother/step-brother
- sister/step-sister
- brother-in-law
- sister-in-law
- grandfather
- grandmother
- grandchild
- aunt
- uncle
- niece
- nephew
- Registered Domestic Partner

or the employee's spouse's:

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

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

or any relative living in the immediate household of the employee. *(Revised December 10, 2019)*

4B Time off without pay shall be granted for attendance at the funeral of a distant relative or close friend. An employee may choose to use Personal Necessity Leave, Vacation, Compensatory Time, or holiday credit.

5. Emergency Leave *(Revised November 20, 1997)*

5A The emergency leave is a privilege granted by the Board of Trustees and its use is limited to severe illness or death in the employee's family. This leave may be used after an employee has used all personal necessity leave and bereavement leave in case of death upon approval of the College President or designee. Employees must provide adequate proof of the necessity for *emergency leave*.

5B For absence due to severe illness or death in the employee's family, no deduction in pay will be made up to a maximum of six (6) days in any fiscal year for those granted emergency leave. Additional time may be allowed by the College President or designee if travel in excess of three hundred (300) miles one-way from the campus is required.

5C Family as defined in Section 4A. *(Revised June 2, 2004)*

5D A probationary employee shall not be eligible for more than three (3) days of emergency leave until after the completion of twelve (12) months of active service.

6. Industrial Accident or Illness *(Revised November 20, 1997)*

6A Industrial accident or illness is an injury or illness arising out of or in the course of employment with the District.

6B A maximum of sixty (60) working days of paid leave is available for each accident or illness.

- 6C When an industrial accident or illness occurs at a time when the sixty (60) days overlap into a new fiscal year, the employee shall be entitled to only that amount remaining at the end of the previous fiscal year for that specific injury or illness.
- 6D Allowable industrial accident or illness leave shall not be accumulated from year to year.
- 6E Industrial accident or illness leave shall commence on the first (1st) day of absence.
- 6F When added to an award granted the employee under the Workers' Compensation laws of this State, payment for wages lost on any day shall not exceed the normal wage for the day.
- 6G During all paid leaves of absences whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off or other available leave provided by law or the action of the Board of Trustees, the employee shall endorse to the District wage loss benefit checks received under the Workers' Compensation laws of this State. The District, in turn, shall issue the employee appropriate warrants for payments of wages or salary and shall deduct normal retirement and other authorized contributions.
- 6H When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months. When available, during the thirty-nine-month (39-month) period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with seniority regulations.
- 6I An employee who has been placed on a re-employment list, and who has been medically released for return to duty, and who fails to accept an appropriate assignment shall be dismissed.
- 6J Any employee receiving benefits as a result of this section shall, during period of injury or illness, remain within the State of California unless the Board of Trustees authorizes travel outside the State.
- 6K Upon termination of the industrial accident or illness leave, the

employee shall be entitled to the benefits or such other leave as may be provided by laws or regulations.

6L Periods of leave for industrial accident or illness shall not be considered a break in service of the employee.

6M The District shall provide employees with a physician pre-designation form during orientation. *(Added June 2, 2004)*

7. Pregnancy Leave *(Revised November 20, 1997)*

7A Each female employee shall be entitled to a maximum of four (4) months leave of absence for the period of time she is required to be absent by reason of physical incapacity due to pregnancy, childbirth, or conditions related thereto. Part-time employees are eligible on a pro-rata basis. The employee shall be entitled to use her accumulated sick leave allowable under appropriate sections of this Agreement on the same basis provided for any other illness, injury or disability.

7B The period of leave, including the date upon which the leave shall begin, shall be determined by the employee and her physician.

7C A written statement from the employee's physician as to the beginning date of such leave shall be filed with the Chancellor through the College Human Resources office. This date shall be based on the employee's ability to render service in her current position.

7D The date of the employee's return to service shall be based on her physician's analysis and written statement of the employee's physical ability to render service and that she is no longer required to remain off duty due to her pregnancy.

8. Child Rearing Leave

8A If mutually agreed upon by the employee and College President and/or designee, an employee's request for child rearing leave may be granted to a maximum of twelve (12) months. The request is subject to approval of the Chancellor and the Board of Trustees.

8B If mutually agreed upon by the employee and the College President and/or designee, an employee's request for child rearing leave may be granted for an additional time of up to a

maximum of twelve (12) months. The request is subject to the approval of the Chancellor and the Board of Trustees.

8C Upon return from a child rearing leave, the employee shall be reinstated to the same position held at the time the leave was granted or a position as near as possible within the District's work requirement.

8D Benefits will be administered in accordance with Section Article 8, Section 2F. *(Added June 2, 2004)*

9. Child Adoption Leave

9A The child adoption leave shall be granted to classified employees and shall be without pay. The College President and/or designee shall be notified of such request in sufficient time to make proper substitute arrangements.

9B The child adoption leave may begin at the date the employee takes custody of the child, or any time within one (1) week prior.

9C The leave shall terminate sixty (60) days after the employee has taken custody of the child. The employee may request an extension to the sixty-day (60-day) limit in cases of unusual circumstances, as verified in writing by a social worker, pediatrician, or other appropriate professional.

9D Benefits will be administered in accordance with Article 8, Section 2F. *(Added June 2, 2004)*

10. Family Care Leave *(Revised November 20, 1997)*

10A All employees who have completed one (1) year of continuous service for the District shall be entitled to up to six (6) months of unpaid family care leave in a twenty-four (24)-month period as provided by law. Family Care Leave is available for the following reasons:

- Care of the child of the employee following the birth of that child.
- The placement of the child with the employee for adoption or foster/adoption program.
- Serious illness of the child of the employee.

- Care for a parent or spouse who has serious health condition.
- A serious health condition that makes the employee unable to perform the functions of his/her position.

10B The total time provided in Family Care Leave shall include the time provided in Emergency Leave, Disability Pregnancy Leave, Child Rearing Leave and Child Adoption Leave.

10C If the need for family care leave is foreseeable, the employee shall provide the District with reasonable advance notice of the need for the leave.

10D If the need is foreseeable due to planned medical treatment, the employee shall make a reasonable effort to schedule the treatment to avoid disruption of work schedule.

10E Sick leave may be used for family care leave when due to the employee's own illness or as required by law (AB109). The employee may use accumulated vacation as part of the leave. *(Revised June 21, 2000)*

10F The family care leave does not constitute a break in service for seniority or longevity.

10G During the time of leave, the District will continue to provide health and welfare benefits at the same contribution rate as an active employee.

10H The District is entitled to recover the cost of health and welfare benefits if the employee does not return from leave.

10I Sick leave and vacation shall be earned during any period of Family Care Leave when in a paid status.

11. Military Leave *(Revised March 24, 2022)*

11A Military leave shall be granted to employees in accordance with applicable state and federal law.

11B Within six (6) months after being honorably discharged from active duty, the public employee shall have the right to the position they formerly held, provided the active military service does not extend beyond the national emergency. Their rate of pay upon reemployment shall be the current salary for that

position. In addition, there shall be no loss of seniority employees would have accrued for purposes of vacation, sick leave, promotion, and layoff. *(Added March 24, 2022)*

11C The District shall compensate employees on military leave who are on temporary military leave of absence for military duty ordered for purposes of active military training, inactive duty training, encampment, naval cruises, special exercises, or like activity, provided that the period of ordered duty does not exceed 180 calendar days including time involved in going to and returning from the duty, and who have been in the service of the District for a period of not less than one year immediately prior to the day on which the absence begins. Employees are entitled to receive their regular salary or compensation for the first 30 calendar days of any such absence. Pay for those purposes may not exceed 30 days in any one fiscal year per Military & Veterans Code sections 395.01-.02. *(Added March 24, 2022)*

12. Long-Term Leave *(Revised November 20, 1997)*

12A Each applicant for a long-term leave without pay must have served in the classified service within the District not less than four (4) consecutive years immediately preceding the beginning of the leave period. Any additional leave following the first shall be based on four (4) subsequent years of service.

12B Applications for leave endorsed by the immediate supervisor must be filed with the College President or designee at least thirty (30) days prior to the beginning of the proposed leave period.

12B1 The maximum length of the leave is one (1) year.

12B2 A satisfactory substitute must be available.

12B3 The leave must be approved by the College President, Chancellor and the Board of Trustees.

12C Employees on leave shall be allowed to return to duty prior to the designated termination date of the leave with thirty (30) calendar days written notice.

12C1 The College President, Chancellor and the Board of Trustees must concur in the change in return date.

- 12D Upon return from leave at the designated termination date (or alternate under 12C), the employee shall assume his/her former classification. *(Revised June 2, 2004)*
- 12E An employee on leave of absence shall maintain hire-date seniority during the leave of absence.
- 12F Leave of absence may be granted for education travel, and business or personal reasons.
- 12G Exceptions to the four-year (4-year) requirement may be made for a leave involving a specific educational program which is clearly an opportunity for development of the person and a benefit to the College District.
- 12H When no other leaves are available, an unpaid leave of absence not to exceed ninety (90) calendar days may be granted to an employee upon the approval of the College President, Chancellor, and Board of Trustees.
- 12I Benefits will be administered in accordance with Article 8, Section 2F. *(Added June 2, 2004)*

13. Educational Leave *(Added June 2, 2004)*

- 13A The District may grant any classified employee a leave of absence not to exceed one (1) year for the purpose of permitting study by the employee or for the purpose of retraining the employee to meet changing conditions within the district. The District may provide that such a leave of absence shall be taken in separate six-month (6-month) periods or in any other appropriate periods, rather than for a continuous one-year (1-year) period; provided, that the separate periods of leave of absence shall be commenced and completed within a three-year (3-year) period. Any period of service by the individual intervening between the authorized separate periods shall comprise a part of the service required for a subsequent leave under this Article.
- 13B No leave of absence shall be granted under this article to any employee for study purposes who has not rendered service to the district for at least seven (7) consecutive years, or for retraining purposes who has not rendered service to the district for at least three (3) consecutive years preceding the granting of the leave, and no more than one (1) such leave of absence

shall be granted in each seven- (7-) or three-year (3-year) period, respectively. Any leave of absence granted under this Article shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing service for the granting of any subsequent leave under this Article.

13C Every employee granted a leave of absence pursuant to this Article may be required to perform such services during the leave as the governing board of the district and the employee/exclusive representative shall agree upon in writing. The employee shall receive ninety percent (90%) of salary if the leave does not exceed six (6) months or sixty percent (60%) of salary if the leave is between six (6) months and one (1) year.

13D Compensation shall be paid the employee while on the leave of absence in the same manner as if the employee were working for the district, upon the furnishing by the employee of a suitable bond indemnifying the governing board of the district against loss in the event that the employee fails to render at least two (2) years' service in the employ of the governing board following the return of the employee from the leave of absence. The bond shall be exonerated in the event the failure of the employee to return and render two (2) years' service is caused by the death or physical or mental disability of the employee. If the governing board finds, and by resolution declares, that the interests of the district will be protected by the written agreement of the employee to return to the service of the district and render at least two (2) years' service therein following his return from the leave, the governing board in its discretion may waive the furnishing of the bond and pay the employee on leave in the same manner as though a bond is furnished.

13E The District's decision to deny an Educational Leave of Absence shall not be subject to the grievance process.

ARTICLE THIRTEEN--EMPLOYMENT POLICIES

1. Hiring

1A Classified employees shall be defined and regulated by Education Code Section 88003. (*Revised June 16, 1994*)

1A1 If the District is engaged in the procedure to hire a permanent employee to fill a vacancy in any classified position, the District may employ one (1)

or more substitute employees for not more than sixty (60) calendar days to fill this vacancy. Per Education Code section 88003, the District will notify CSEA of the services to be performed and the start/end dates prior to employing a substitute or short-term employee. *(Revised June 2, 2004)*

1B The District agrees that it will comply with Education Code section 88003 as it applies to student workers. *(Revised June 2, 2004)*

1C Upon initial employment and each change in classification thereafter, each classified employee in the bargaining unit shall be furnished two (2) copies of his/her classification specification, salary data, assignment or work location, together with duty hours and prescribed workweek. One (1) copy shall be retained by the employee, one (1) copy shall be signed and dated by the employee and returned to the District Office of Human Resources (Education Code Section 88168). In addition, bargaining unit members assigned to more than one supervisor shall receive a specific statement regarding designation of the primary direct supervisor. *(Revised June 2, 2004)*

1D Employees are required to have chest X-rays or an approved Intradermal Tuberculin Test taken upon employment and every four (4) years thereafter.

1D1 The initial test must be paid for by the employee.

1D2 The District will compensate the employee for those tests in the following years where the charge has not been covered under the District health plan up to an amount equal to that charged by the Mobile Unit.

1E Cost of medical examinations other than tubercular, required by the District or by law shall be paid by the District upon prior approval of the Chancellor or designee.

2. Probationary Period *(Revised August 30, 2022)*

2A For new classified service employees the first six (6) months or 130 days in paid status, from date of employment is the probationary period. (in accordance with Education Code section 88120) *(Revised August 30, 2022)*

- 2B A performance evaluation report shall be completed for each probationary employee by the immediate supervisor by the end of the third (3rd) and fifth (5th) month of continuous employment.
 - 2B1 A monthly performance evaluation report may be required if ratings have indicated unsatisfactory performance. *(Revised December 10, 2019)*
 - 2B2 The supervisors are required to discuss the performance evaluation report with each probationary employee, unless the employee is unavailable. The employee shall receive a signed, completed copy of the evaluation at the evaluation conference meeting or before the formal discussion. *(Revised December 10, 2019)*
 - 2B3 The evaluation reports must be signed by the supervisor and should be signed by the employee.
 - 2B3A If the employee refuses to sign the evaluation, that fact will be noted by the supervisor on the evaluation form. The supervisor shall immediately forward the form to the reviewer or Human Resources if no reviewer is required. *(Revised December 10, 2019)*
 - 2B4 All evaluations shall be based on job related criteria and shall include specific recommendations for improvement, when appropriate. *(Revised June 21, 2000)*
 - 2C Under normal circumstances, probationary employees, will be given two (2) weeks' notice of dismissal. But, when determined necessary by the Chancellor or designee, a probationary employee may be dismissed immediately.
 - 2C1 Within five (5) working days of notice of dismissal a probationary employee may request an informal review with the Chancellor or designee to appeal his/her dismissal.
3. Permanent Employee Evaluation *(Revised November 10, 2011)*

- 3A Permanent employees will be evaluated annually, normally within one (1) month of the employee's anniversary date with the District, by the immediate supervisor and/or appropriate management personnel. No bargaining unit employee's performance shall be evaluated formally by another bargaining unit employee. *(Revised November 10, 2011)*
- 3A1 The supervisors are required to discuss the Performance Evaluation Report with each permanent employee. The employee shall receive a copy of the evaluation at or before the formal discussion. Employees will be provided release time during their normal workday to meet with their supervisor for the review of their evaluation. If release time during the normal workday is not feasible, the supervisor may schedule a time for review of the evaluation outside of the normal work hours and the employees shall be compensated for his/her time. *(Revised June 21, 2000)*
- 3A2 The evaluation reports must be signed by the supervisor and should be signed by the employee. The employee shall receive a copy at the evaluation conference meeting.
- 3A2A If the employee refuses to sign the evaluation, that fact will be noted by the supervisor on the evaluation form. The supervisor shall immediately forward the form to the reviewer.
- 3A3 All evaluations shall be based on job-related criteria and shall include specific recommendations for improvement and a plan of action for the employee to become successful in the areas marked less than satisfactory.
- 3B A performance evaluation shall be a summary of observed performance actions since the last evaluation by the immediate supervisor. A rating of unsatisfactory shall include specific information or documentation to support the rating. *(Revised June 21, 2000)*
- 3C The content of evaluations of permanent employees will not be subject to the grievance procedures as contained in Article 16 of this Contract. Procedures of performance evaluations

specified herein will be subject to the grievance procedures.
(Revised June 2, 2004)

3D Additional Performance Evaluation Reports may be required at any time by the Chancellor or designee. The employee will be notified of any work deficiencies in advance of additional evaluation(s).

4. Transfer and Reassignment (Revised March 24, 2022)

4A A transfer is defined as a change of college, District Office or satellite location within the same classification regardless of hours, months, or location. A reassignment is a change in the department, within the same college, District Office or satellite location without a change in job classification. Transfers and reassignments may be either voluntary or involuntary. (Revised December 10, 2019)

4B A voluntary transfer or reassignment must have the approval of the Chancellor/College President(s) or designee(s). (Revised July 20, 2015)

4B1 All vacancies will be posted electronically and noticed to employees groups via e-mail for at least five (5) working days. Voluntary transfer and reassignment request will be evaluated and prioritize prior to any in-house or outside applicants. Unit employees making a request for either a transfer or reassignment must do so formally on the appropriate form supplied by the District Human Resources Office. The following steps will be followed:

1. Candidates for transfer/reassignments will submit the Voluntary Transfer/Reassignment form to Human Resources within five working days of the position being posted.
2. Interviews for transfer/reassignments will be conducted by the receiving department supervisor.

4B2 Unit employees who have a valid transfer or reassignment request on file with the Human Resources Office will be considered with all in-house

candidates for any vacancy in the same job title. Unit employees are eligible for transfer request consideration into the same job title regardless of FTE value. *(Revised March 24, 2022)*

4B3 Probationary employees are not eligible for voluntary transfer or reassignment.

4B4 Denial of a request for transfer or reassignment is not subject to the grievance process.

4C All vacancies eligible for voluntary transfer, reassignment will be posted electronically and notices to employees groups via e-mail for at least five (5) working days. Voluntary Transfer and Reassignment requests will be evaluated and prioritized prior to any in-house or outside applicants. Unit employees making a request for either a transfer or reassignment must do so formally on the appropriate form supplied by the District Human Resources Office. The following steps will be followed: *(Revised July 20, 2015)*

4C1 Candidates for transfers/reassignments will submit the voluntary Transfer/Reassignment form to Human Resources within five working days of the position being posted. *(Revised July 20, 2015)*

4C2 Interviews for transfers/reassignments will be conducted by the receiving department supervisor. *(Revised July 20, 2015)*

4D An involuntary transfer is a transfer brought about by the District without the employee's request. An employee may not be involuntarily transferred for retaliatory, punitive or discriminatory reasons, or in an arbitrary or capricious manner. *(Revised July 20, 2015)*

4D1 An employee who is to be involuntarily reassigned and CSEA, as the exclusive representative, shall be given notification of an involuntary reassignment at least thirty (30) days prior to the effective date of reassignment. Such notice shall be in writing and shall include the reasons for the involuntary reassignment.

4D2 If requested by the employee, the employee to be involuntarily reassigned shall be given the

opportunity to meet with his/her supervisor to discuss the reasons for the involuntary reassignment. The employee shall be entitled to have a CSEA representative present at such a meeting.

4D3 An involuntary reassignment shall not result in a change of hours, compensation, classification, workload, seniority, or fringe benefits for the impacted employee. An employee subject to an involuntary reassignment shall be afforded a reasonable amount of time [not less than six (6) months from the date of the involuntary reassignment] to transition into the new assignment prior to receiving any further performance-related evaluation. During the transition period, the District shall make available necessary training related to the new assignment.

4D4 In cases of emergency or in order to address an unforeseen urgent student need, the District may temporarily involuntarily reassign an employee, for a period not to exceed fifteen (15) working days, without first adhering to Article 13, Sections 4E1, 4E2, & 4E3 above. The impacted employee and CSEA shall be notified of such an involuntary reassignment and the reasons for said involuntary reassignment as soon as possible, but not later than within five (5) days of the reassignment. Further, an opportunity to meet with the supervisor to discuss the reasons for the involuntary reassignment shall be provided within five (5) days of the reassignment. An employee so assigned shall not be negatively evaluated as a result of the temporary involuntary reassignment or its effects upon workload upon return.

4D5 CSEA and any impacted employee shall have the right to enforce the above parameters pursuant to the grievance process as stated in the CSEA collective bargaining agreement. Such a grievance shall commence at Level II of said process.

4E An involuntary reassignment shall be defined as a change in an employee's workstation, location or department within the same college, District Office or satellite location without a

change in classification brought about by the district without the employee's request. *(Revised July 20, 2015)*

5. Promotion *(Revised November 10, 2011)*

5A Promotion means placement in a classification in the bargaining unit with a higher salary range through application for a vacant or newly created position.

5B Promotions shall occur from those personnel with the training, demonstrated skills, ability and performance record.

5B1 Employees will be notified of existing vacancies through the posting process and must adhere to the posted time lines to be considered. Vacancies will be posted to employees and outside applicants simultaneously unless the vacancy falls under the exceptions listed in Title 5 regulations, section 53021. In-house applicants who meet the minimum qualifications for the position will be granted an interview *(Revised November 10, 2011)*

5B2 The District shall require such examinations and/or performance tests as deemed necessary to determine eligibility for the position.

5B3 If a posted position is not filled by an in-house candidate, that applicant shall be notified as to the reason. The employee may request the reason be put in writing. The reasons given for not promoting an in-house candidate will not be subject to the grievance process. *(Revised November 20, 1997)*

5C A permanent or probationary employee promoted to a higher classification shall be placed on the lowest step of the new range which will give at least a five percent (5%) increase in salary, but no higher than the maximum step on the salary range. *(Revised December 10, 2019)*

5C1 The salary increase shall be effective on the first date of paid service in the new position.

5D A unit member who is promoted shall serve a one-year trial period in the higher classification and shall be evaluated at least twice. If the District determines that the employee has not

successfully served during the trial period in the promotional position, or if the employee requests, the employee shall be returned to his or her original position, which may result in the bumping, displacement, or layoff of less senior employees.

6. Reclassification (*Revised February 11, 2010*)

6A Positions may be reclassified through structural reorganization, or review through the Job Analysis System (*Revised February 11, 2010*)

6A1 Reorganization--Any campus-based reorganization requires advance written approval of the College President and the Chancellor. Any District-based/District Office reorganization requires advance written approval of the Chancellor. When the duties of positions in a unit have been changed due to a redistribution of tasks and/or responsibilities approved by the College President/Chancellor, the affected positions shall be reviewed by the College Human Resources Officer within thirty (30) days of the reorganization. It is the responsibility of the College President/Chancellor or designee to notify the Exclusive Representative when reorganization is being considered. The Exclusive Representative will be given an opportunity to provide input on the proposed reorganization. When the duties of positions in a unit have been changed due to a redistribution of tasks and/or responsibilities approved by the Chancellor, the affected positions shall be reviewed by the District Human Resources Officer within thirty (30) days of reorganization and again at six (6) months after the reorganization. Upon CSEA's demand to negotiate the effects within the scope of bargaining (wages, hours, working conditions) of a reorganization, the District shall not implement the proposed reorganization until the negotiations process has been completed. Grievances relative to reorganization shall begin at Level III. (For further clarification in steps to reorganization, see Appendix C.) (*Revised June 2, 2004*)

6A1A The purpose of the review is (1) to determine if the duties are consistent with the current classification or if the

duties have been changed so as to have moved the position into a new classification, and (2) to prepare a recommendation.

- 6A1B The College Human Resources Officer or the District Human Resources Officer shall forward the recommendation to the Chancellor or designee.
- 6A1C If the Chancellor determines that there is sufficient justification for a change in classification, that recommendation will be presented to the Board of Trustees for its determination.
- 6A1D All reclassification changes occurring as a result of reorganization during the academic year shall become effective on the date that the reorganization is fully implemented. For employees that are y-rated, these adjustments will not occur until the reorganization is fully implemented. Employees that are y-rated due to reorganization will be placed on the thirty-nine-month (39-month) rehire list. *(Revised June 2, 2004)*
- 6A1E Any permanent or probationary employee who is reclassified to a higher-ranged classification shall be moved in accordance with Section 5C. *(Revised February 11, 2010)*
- 6A1F Annual increment increases will be based on the original increment date.
- 6A1G The reclassification or failure to reclassify a position or job family shall not be subject to the provisions of Article 16 - Grievance Procedure. *(Revised June 2, 2004)*
- 6A1H Grievances related to the reorganization

articles shall begin at Level III. (*Added June 2, 2004*)

6A2 Job Analysis System--Recognizing that classified positions change through the gradual accretion of duties and responsibilities, the District will provide a review of all classified positions at the request of individual employees and on a voluntary basis (*Revised February 11, 2010*):

6A2A To be considered for review a classified employee must complete the District's Job Analysis Questionnaire (JAQ), obtain the required signatures and/or comments and return it to the College Human Resources Office between January 1 and February 29.

6A2B The District Human Resources Office will have the responsibility for employing an outside professional expert to evaluate the bargaining unit employee JAQ's and submit a written report of findings and recommendations to the District Human Resources Department. The report will be reviewed with the Chancellor's Cabinet for final action. In the event that the Chancellor's Cabinet makes a determination not recommended by the professional expert/consultant, the Human Resources administrator will obtain sufficient information to prepare a report of the District's determination. Such information shall be available to CSEA and the affected employee upon written request. (*Revised February 11, 2010*)

6A2C Any changes to employee classifications that occur as a result of the JAQ analysis shall be implemented on July 1 of the calendar year in which the request was submitted to the District Human Resources Department.

(Revised February 11, 2010)

6A2D The following general provisions apply to the Job Analysis System.

6A2D1 The reclassification or failure to reclassify a position or job family shall not be subject to the provisions of Article 16 Grievance Procedure.
(Revised June 2, 2004)

6A2D2 If, as a result of review, the assigned salary range of a position/classification is reduced, the District agrees to negotiate with CSEA on the salary.
(Revised February 11, 2010)

6A2D3 Reclassifications are subject to the approval of the Board of Trustees.

6A2D4 Any permanent or probationary employee who is reclassified shall be moved in accordance with Section 5C. *(Revised February 11, 2010)*

6A2D5 Step advancement on the Classified Salary Schedule through Step E will be awarded annually based on the original increment date of the affected employee. *(Revised February 11, 2010)*

6A3 The District may, review unit member job classifications to ensure currency of job tasks performed, the skills required to perform job duties, the technology utilized in performing job duties, the

potential impact of that review on job classification and job family, and market competitiveness. The District agrees to initiate the wage/class study referenced above no later than the 2010/11 fiscal year. The cost of the study will be borne by the District. CSEA will be entitled to provide input into the selection of the study consultant. *(Revised February 11, 2010)*

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

6B If, as a result of reclassification or reorganization, the District proposes to abolish a position or class of positions, it shall notify CSEA in writing. CSEA reserves the right to negotiate the effects of the elimination of a position classification. *(Revised February 11, 2010)*

7. Demotion *(Revised November 20, 1997)*

7A Demotion means placement of an employee in a position of lessor responsibilities and a lower salary range. Demotion may result from (1) incompetency or inefficiency in the performance of the duties of his/her position, (2) revocation of any license needed for employment in a specific position, or (3) incapacity due to mental or physical disability, as determined by a medical examination.

7A1 A classified employee may be demoted for cause by the Board of Trustees upon recommendation of the Chancellor.

7A1A The Chancellor shall give notice of intention to demote a permanent classified employee for cause thirty (30) calendar days prior to the effective date of the demotion.

7B A voluntary demotion may be requested by a member of the

classified service for personal reasons or *in-lieu* of a layoff.

7B1 The request for voluntary demotion for personal reasons must be in writing and should state the reasons for and the date of the desired demotion. Copies of the request are to be filed with the College President or designee and the College Human Resources Officer thirty (30) calendar days prior to the proposed demotion. The Association shall be notified prior to implementing a demotion.

7B2 The College President or designee, subsequent to consultation with the employee, will forward recommendations regarding the voluntary demotion to the Chancellor or designee for appropriate action.

7B3 In the event of a voluntary demotion for personal reasons, or a demotion *in-lieu* of layoff, an employee shall be placed on the step in the lower salary range that is closest to his/her current salary. (*Revised June 2, 2004*)

7B4 If an employee, after receiving a voluntary demotion, desires to apply for a promotional position which he/she once held, said employee shall be deemed to have met the minimum qualifications for the position and shall be required to go through the promotional process under this agreement. An exception will be made if the job classification has been substantially altered.

7C An employee who accepts a voluntary demotion *in-lieu* of a layoff will retain the right to the former classification in the event of an open position for the statutory period provided by Education Code 88117.

7D An employee accepting a voluntary demotion for personal reasons or an *in-lieu* demotion will retain all vacation leave and seniority benefits accrued while in his/her former classification but such benefits shall be paid at the salary range of the lower position.

8. Progressive Discipline (*Revised March 24, 2022*)

8A Progressive discipline is a strategy for taking positive steps for developing and stimulating employee performance and to give

the employee the opportunity to improve and correct any perceived unsatisfactory job performance. Supervisors are responsible for ensuring that progressive discipline is constructively and consistently carried out. Progressive discipline enables supervisors to assist employees to meet performance standards and adhere to established rules, procedures and expectations of job behavior, therefore, two progressive discipline steps cannot be implemented on the same day for the same conduct. The intent of positive and progressive discipline is to be objective, fair, reasonable, and confidential. Progressive discipline need not be followed in cases of misconduct as stated in Article 13, Section 10 with the exception of unsatisfactory job performance as defined in Section 10E1 or 10E3. The employee shall: *(Revised March 24, 2022)*

1. Be informed of performance standards and job behavior expected on the job prior to the implementation of progressive discipline. *(Revised July 20, 2015)*
2. Be given feedback on any problem of job performance or behavior within a reasonable period of time. If a violation of rules or provisions of the contract or inadequate job performance occurs, the immediate supervisor should conduct an informal meeting or conference with the employee in question. At this point, the informal meeting shall be an open and candid discussion. This meeting shall be private and confidential, but the supervisor shall make a record of the meeting and the outcome. This record shall be filed in a secure place to ensure confidentiality and access for future reference, if necessary. *(Revised July 20, 2015)*
3. Be given one (1) oral warning that is documented and maintained by the supervisor.
4. If the offense is not illegal or unsafe, be given a written letter of reprimand after the initial oral warning has been given. This letter of reprimand shall be subject to the response provision set forth in Education Code section 87031. *(Revised July 20, 2015)*
5. Be subject to discipline (including dismissal, suspension without pay, or other lawful means for the discipline of classified personnel employed by the California Community College) following the letter of reprimand as provided in #4 above (Subject to the Due Process provision of Education

8B Steps in Progressive Discipline

8B1 Supervisors should ensure that all employees understand performance/behavior expectations for the job and pertinent policies and procedures. (Including formal and informal staff meetings, one-on-one coaching, written memos. Maintain records of how and when employees were notified.)

8B2 If a violation of rules or provisions of the contract or inadequate job performance occurs, the immediate supervisor should conduct an informal meeting or conference with the employee in question. At this point, the informal meeting should be an open and candid discussion. This meeting should be private and confidential, but the supervisor should make a record of the meeting and the outcome. This record should be filed in a secure place to ensure confidentiality and access for future reference, if necessary.

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

9A Suspension means either temporary removal of an employee from the position held with or without pay as a disciplinary measure or removal preliminary to investigation of charges pending demotion or dismissal. The grounds for suspension are enumerated under Article 13, Section 10E. *(Revised June 2, 2004)*

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

10. Dismissal *(Revised March 24, 2022)*

10A Dismissal means permanent removal of an employee by the District from his/her position for cause in accordance with the provisions of the Education Code and the Kern Community College District Board Policy Manual.

- 10B Permanent employees will receive at least thirty (30) calendar days written notice from the effective date of the dismissal by the Chancellor or designee.
- 10C No person in the permanent classified service shall be dismissed except for cause as designated in this policy or by law.
- 10D A permanent classified employee of the District charged with immoral conduct, or a felony crime involving moral turpitude, or violation of Section 1028 of the Government Code may immediately be suspended from his/her duties by the Board of Trustees which instructs the District Chancellor to give notice of suspension. Thirty (30) calendar days after service of notice of suspension, he/she will be dismissed unless a demand for hearing is filed.
- 10E One (1) or more of the following causes or similar ones not enumerated shall be grounds for dismissal or suspension of any person employed in the classified service:
- 10E1 Incompetency or inefficiency in the performance of the duties of his/her position. (reference 8A above) (Revised *March 24, 2022*)
 - 10E2 Insubordination or unethical or disgraceful conduct while on duty (including, but not limited to, refusal to do assigned work).
 - 10E3 Carelessness or negligence in the performance of duty or in the care or use of District property. (reference 8A above) (Revised *March 24, 2022*)
 - 10E4 Offensive or abusive conduct.
 - 10E5 Dishonesty.
 - 10E6 Possession of alcoholic beverages while on or in District property. Drinking alcoholic beverages while on duty or report for duty while intoxicated.
 - 10E7 Possession or use of narcotics or controlled substances without prescription.
 - 10E8 Conviction of any criminal offense or of a

misdemeanor involving moral turpitude.

- 10E9 Conviction of a sex offense as defined in the Education Code Sections 88022, 87009, and 87010.
- 10E10 Has been charged with an immoral or criminal act.
- 10E11 Revocation of any license needed for employment in a specific position.
- 10E12 Repeated and unexcused absence or tardiness or the documented abuse of sick leave privileges.
- 10E13 Absences from duty without proper authorization.
- 10E14 Abandonment of position.
- 10E15 Incapacity due to mental or physical disability, to be determined by a medical examination.
- 10E16 Falsifying any information supplied to the District, including, but not limited to, information supplied on applications forms, employment records, time sheets or cards, absence forms, or any other District records.
- 10E17 Persistent violation or refusal to obey safety rules or regulations or training mandated by the District Injury and Illness Prevention Program or by any appropriate state, federal or local governmental agency.
- 10E18 Offering of anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
- 10E19 The use, threat to use, or attempt to use political influence in securing promotion, leave-of-absence, transfer, change of range, step or character of work.
- 10E20 Has been induced, has induced, or has attempted to induce an officer or employee in the service of the Kern Community College District to commit an

unlawful act or to act in violation of any lawful and reasonable departmental or District regulation or order; or has taken any fee, gift or other valuable thing in the course of his/her work or in connection with it, for his/her personal use from any citizen when such fee, gift or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than that accorded other citizens.

10E21 Willful or persistent violation of the Education Code or rules of the Board of Trustees.

10E22 Advocacy of or membership in any group which advocates overthrow of federal, state or local government by force, violence or other unlawful means.

11. Appeal of Demotion, Suspension, and Dismissal (*Revised June 16, 1994*)

11A Permanent employees shall have the right to file an appeal and demand a hearing before the Board of Trustees within ten (10) working days from the date of service of the notice or demotion, suspension, or dismissal. After the notice of appeal has been filed, the Board of Trustees shall hold a hearing, at which time the appellant may appear personally, produce evidence and have counsel. The Board may affirm, modify or revoke the recommendation made by the Chancellor or designee.

11B The Board of Trustees shall issue a decision, including findings for each charge within a thirty (30) calendar-day period following the hearing. The Board's decision shall specify any disciplinary action(s) to be imposed.

12. Layoffs and Reductions in Hours (See Section 7, Demotion) (*Revised August 30, 2022*)

12A The Governing Board of KCCD shall provide written notice to the employee no later than March 15, before the District determines that a classified employee's service will no longer be required for the ensuing year. (in accordance with Education Code section 88017)

12A1 Nothing in these policies shall be construed to prevent a layoff or reduction in hours for a particular position because of a lack of work or a lack of funds. CSEA retains the right to negotiate the effects of layoffs and

the decision to reduce hours and the effects of any reduction in hours

12B In all layoff situations the order of layoff within the class shall be made on the "length of service." *Length of service* shall be defined as the hire date with the District. (See *Displacement Criteria, Appendix D*) (Revised June 2, 2004)

12B1 Employees who take a voluntary demotion *in-lieu* of layoff shall be entitled to bump into a lower classification in which they held permanency in accordance with applicable Education Code provisions, or into the same job family for which they hold qualifications. In the case of accepting demotion in lieu of layoff, the employee shall be entitled to an additional twenty-four (24) months on the thirty-nine (39) month rehire list, for a total of sixty-three (63) months.

12B2 Employees laid off because of lack of work or lack of funds are eligible for re-employment for a period of thirty-nine (39) months and shall be re-employed in preference to new applicants.

12C Prior to any Board action to layoff employees, the District shall notify CSEA in writing.

13. Re-employment and Retirement (Revised November 20, 1997)

13A Notwithstanding any other provision of law, any person who was subject to being or was in fact laid off for lack of work or lack of funds and who elected service retirement from the Public Employees Retirement System (PERS) shall be placed on the thirty-nine (39) months re-employment list. The District shall notify the Board of Administration of Public Employee's Retirement System of the fact that retirement was due to layoff for lack of work or of funds. If he/she is subsequently subject to re-employment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed his/her request for reinstatement from retirement.

13B Any employee who is laid off and is subsequently eligible for re-employment shall be notified in writing by the District of any opening for which he/she is eligible. Notice shall be sent by

certified mail to the last address given the District by the employee, and a copy shall be sent to CSEA by the District, which shall acquit the District of its notification responsibility.

13B1 An employee who has been placed on a thirty-nine-month (39-month) re-employment list as provided for herein will be notified when the next available job in the same job classification and the same number of hours is available. Should the employee wish to be notified of the next opening in the same classification with less hours, the employee must notify the College Human Resources Officer in writing. An employee may change the number of hours he/she is willing to accept in the same classification. Should the employee not accept the offered position he/she shall be terminated or deemed permanently retired.

13B2 An employee shall notify the District of his/her intent to accept or refuse re-employment within ten (10) working days following receipt of the offer of re-employment.

13C Employees shall be re-employed in the highest rated job classification available in accordance with their former class seniority. Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) months right to the higher paid position.

13D Any employee who is laid off due to a procedural error shall be re-employed immediately upon discovery of the error with full compensation, including loss of wages, vacation, and sick leave from the date it was discovered that the employee should have been re-employed.

13E Upon return to work, all time during which an individual is laid off shall be counted for seniority purposes not to exceed thirty-nine (39) months, except that during such time the individual will not accrue vacation, sick leave, holidays or other leave benefits.

14. Break in Service (*Revised June 16, 1994*)

14A No paid absence will be considered as a break in service and all benefits shall continue to accrue unless specifically restricted by this Agreement. (*Revised June 21, 2000*)

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

14B If an employee returns to work from a layoff within the thirty-nine-month (39-month) period, the layoff shall not be considered a break in service.

14C An employee who resigns or has been terminated and is rehired within the thirty-nine-month (39-month) period shall have his/her original *hire-date* used for seniority purposes. *(Revised November 20, 1997)*

14C1 Employees who resign or have been terminated and who elect to be re-employed must go through the hiring process. *(Added June 2, 2004)*

14D The employee shall earn seniority for the purposes of usage in this Agreement while serving in another CSEA represented bargaining unit of the Kern Community College District.

15. Vacant Positions *(Revised June 16, 1994)*

15A The District agrees to notify CSEA in writing when leaving a bargaining unit position vacant.

ARTICLE FOURTEEN--CONTRACTING AND BARGAINING UNIT WORK

1. Any contract for services will be in compliance with all of the provisions of Education Code Section 88003.1. *(Revised January 26, 2006)*
2. No supervisory or management employee may perform any work within the job description of a bargaining unit employee to the extent of replacing bargaining unit employees.
3. Every position not defined by the regulations of the Board of Governors as an academic position, and not specifically exempted from the classified service, according to the provisions of Education Code section 88003 or 88076, shall be a part of the classified service. These positions may not be designated as academic by the governing board of a district, nor shall the assignment of a title to any such position remove the position from the classified service. *(Added January 26, 2006)*

ARTICLE FIFTEEN--COMPLAINT PROCEDURE

1. *Complaint* is a problem that an employee desires to be resolved that is

not included in the contract between CSEA and the District.

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

ARTICLE SIXTEEN--GRIEVANCE PROCEDURE

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

2. Definitions

2A A *Grievance* is a formal written allegation by a grievant that he/she has been adversely affected by a violation of the specific provisions of this Agreement. No issues or complaints outside this Agreement may be subject to the grievance procedure.

2A1 If the grievance involves an alleged violation of the specific provisions of this Contract which does not affect a bargaining unit employee, the grievance may be submitted by CSEA representative at Level III.
(Revised June 21, 2000)

2B A *Grievant* is an employee who is a member of the bargaining unit and is covered by the terms of this Agreement or the Exclusive Representative. The Exclusive Representative may file a grievance on behalf of and with the written consent of a specifically identified employee or employees.

2C A *Day* is a working day when the central administrative office of the District is open for business.

2D The *Immediate Supervisor* is the employee outside of the bargaining unit having immediate jurisdiction over the grievant.

3. Released Time--Grievance Processing *(Revised June 2, 2004)*

3A Time off from duty will be granted for the processing (includes investigation) of grievances at the informal level and levels, I, II,

III, and IV to members of the bargaining unit who are designated CSEA representatives, subject to the following conditions (*Revised June 2, 2004*):

3A1 CSEA shall designate in writing to the Chancellor or designee the current names of two (2) job representatives for Porterville College, two (2) for Cerro Coso College and four (4) for Bakersfield College.

3B The College President/Chancellor or designee shall regulate within reasonable jurisdiction the time allotted for the above outlined activity. In doing so, the following procedures shall be adhered to (*Revised June 2, 2004*):

3B1 The immediate supervisor shall grant reasonable released time to a properly designated representative, who will keep a record of the departure and return time to the job. (*Revised June 2, 2004*)

3B2 The College President/Chancellor or designee will not unreasonably restrict the function of the job representative. (*Revised June 2, 2004*)

3B3 The College President/Chancellor or designee shall be entitled to a written report from the job representative regarding his/her official function during his/her released time from his/her job. (*Revised June 2, 2004*)

3B4 Except in extreme emergencies, the job representative will give his/her immediate supervisor notice of his/her intention to be away from his/her job at least twenty-four (24) hours in advance.

4. General Procedures (*Revised March 24, 2022*)

4A A grievant may elect to be represented by the Exclusive Representative at any level of the grievance procedure and must inform the Employer in writing of such election prior to any meeting.

4B A grievant may present a grievance to the Employer and have such grievance adjusted without the intervention of the

Exclusive Representative, as long as the adjustment is consistent with the terms of this Agreement. The District shall not agree to a resolution of the grievance until the Exclusive Representative has received a copy of the proposed resolution and has been given an opportunity to file a response.

4C The grievant and a designated bargaining unit representative, if any, participating in the processing of the grievance, shall suffer no loss in pay if meetings or appointments with the Employer are mutually scheduled by the Employer and the Exclusive Representative.

4D Time limits may be extended or shortened by written mutual agreement of the grievant and the Employer.

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

Failure of the employer to adhere to the time limits of this Article, past Informal Level I, shall result in the acceptance and the proposed resolution as presented by the exclusive representative. *(Revised March 24, 2022)*

4E Once a grievance has been initiated, all matters of dispute relating to it which occur during the processing of the grievance shall become a part of and be resolved in the grievance proceeding.

4E1 No new charges may be introduced by the grievant after Level II.

4E2 Once a grievance has been resolved, or a final decision rendered, the grievant member shall not be entitled to initiate a new grievance on any matter or occurrence which properly could have been included in the first (1st) grievance.

4E3 By mutual agreement of the President/designee and CSEA, in cases where the immediate supervisor is not involved or does not have the authority to resolve the grievance, the grievance may be initiated at Level II.

4F No reprisal will be taken by either party against any participant

as a result of his/her involvement in the grievance procedure.

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

4G Until final disposition of the grievance takes place, the grievant shall conform to the original direction of the employer, except in cases which would cause an immediate health or safety hazard to the employee(s).

5. Informal--Level I (*Revised March 24, 2022*)

5A A grievant who believes that a violation of this Agreement may have occurred shall discuss the matter with the immediate supervisor after filing a written meeting request within ten (10) working days of the alleged violation. The immediate supervisor shall investigate the matter and shall respond in writing within ten (10) working days of the meeting. If the supervisor does not respond within the time limit, the grievant may appeal to the next level. (*Revised March 24, 2022*)

6. Formal--Level II (*Revised March 24, 2022*)

6A Within fifteen (15) working days of the immediate supervisor's response to Level I, the grievant may file a written grievance with the College Human Resources Manager/designee. (*Revised June 2, 2004*)

6A1 The grievance shall contain the following minimum information:

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

- Brief synopsis and date of the information conference.
- The specific relief requested.

6A2 Grievances not containing the minimum information shall be rejected as being improperly filed and shall not extend time limits if so rejected.

6A3 The grievant may request a conference with the College Human Resources Manager/designee. The conference shall be held within ten (10) working days of the request. *(Revised March 24, 2022)*

6A4 Within ten (10) working days of receipt of the grievance by the College Human Resources Manager or within ten (10) working days of a formal conference, if one is requested, a written decision shall be issued to the grievant. *(Revised March 24, 2022)*

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

7. Formal--Level III *(Revised March 24, 2022)*

7A In the event the grievance is denied at Level II or the grievant is not satisfied with the decision, a Level III written grievance shall be filed with the Vice Chancellor within fifteen (15) working days of the issuance of the Level II denial or the deadline for the Level II decision. *(Revised June 2, 2004)*

7A1 The filing shall contain all materials utilized in the prior levels, including decisions rendered, if any, and a specific and concise statement of the reason for the Level III filing.

7A2 The Vice Chancellor shall meet with the grievant within ten (10) working days of receipt of the grievance. *(Revised March 24, 2022)*

7A3 Within ten (10) working days of the meeting specified in Section 7A2, the Vice Chancellor shall

transmit a written decision to the grievant. (*Revised March 24, 2022*)

7A4 Failure of the employer to adhere to the time limits of Level III shall result in the acceptance of the grievance and the proposed resolution as presented by the exclusive representative. (*Revised March 24, 2022*)

8. Formal--Level IV (*Revised June 2, 2004*)

8A In the event that the grievant is not satisfied with the results of Level III, he/she may request that CSEA and the District request the services of a mediator from the California State Mediation and Conciliation Service within fifteen (15) working days. CSEA and the District shall attempt to mediate a settlement of the grievance. In no instance will the form or matter of the discussion and/or proposals during the mediating process be revealed. Only the terms of a settlement, if any, may be revealed.

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

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

9B The Arbitration shall be limited solely to the interpretation and application of this Agreement to the precise issue(s) submitted for arbitration. The arbitration shall not determine any other issue(s).

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

9C1 The termination of the services of a probationary employee.

9C2 The termination of services or failure to re-employ any employee to a position for which extra compensation is received.

9C3 The content of an employee's evaluation.

- 9C4 The District's procedures for notification and dissemination of this Agreement.
- 9D In the event that the District has raised procedural objections at any level of the Grievance Procedure, the arbitrator shall rule on the procedural objections prior to proceeding to a hearing on the merits of the grievance. After a hearing on the merits of the grievance, the arbitrator shall render a written award which sets forth findings of fact, reasoning, and conclusions on the precise issue(s), submitted.
- 9D1 Where the District has made a judgment involving the exercise of discretion, the arbitrator shall review such decision solely to determine whether the decision has violated the Agreement and shall not substitute the arbitrator's judgment for that of the District.
- 9D2 The arbitrator shall not add to, subtract from, amend, modify or alter any provisions or procedures contained in this Agreement.
- 9D3 The arbitrator shall not issue statements of opinion or conclusions not essential to the determination of the issue(s) submitted.
- 9D4 The arbitrator's award may include restitution, financial reimbursement, or other proper remedy, except fines or penalties.
- 9E The arbitrator's decision shall be submitted to the District and CSEA for review and implementation. The arbitrator's award shall be binding on all parties and shall be implemented promptly.
- 9F The costs of the arbitration proceeding, including filing fees, fees and the per diem charges of the arbitrator shall be borne equally by the parties.
- 9G Each party shall be responsible for the costs of presenting its case. If multiple grievances are filed for the same alleged contract violation, one (1) case shall be carried forward for resolution with the final decision applicable to all grievants. CSEA may choose the case. If the chosen grievant drops the claim, CSEA may substitute a like case for resolution.

ARTICLE SEVENTEEN--NO STRIKE CLAUSE

1. It is agreed and understood that strikes, work stoppages, *sick-in*, slow-downs, picketing in furtherance of a strike, work stoppage, etc., and the failure and/or refusal to faithfully and fully perform assigned job responsibilities and duties are contrary to the letter and spirit of this Contract. CSEA agrees that neither it, nor its members, shall encourage, condone, participate in, or otherwise support any such strike, work stoppage, *sick-in*, slow-down, picketing in furtherance of strike, etc., and failure and/or refusal to faithfully and fully perform assigned job responsibilities and duties. In addition, CSEA agrees that it will take reasonable steps to discourage such strike, work stoppage, *sick-in*, slow-down, picketing, failure and/or refusal to faithfully and fully perform assigned job responsibilities and duties on the part of non-affiliated bargaining unit members.
2. CSEA recognizes its duty and obligation under law to comply with the provisions of this Contract and will guarantee the full and faithful performance of this Contract. In the event of any strike, work stoppage or other interference with the operation of the District, CSEA agrees that it will publicly disclaim the activity and take such other steps as deemed necessary to cause participating employees to cease their activity.

ARTICLE EIGHTEEN—DEFINITIONS

1. *Anniversary Date* shall be defined as the first day of employment for regular employees. This date shall prevail in matters of earned vacation time and sick leave time and for the new employee's probationary period.
2. *Bargaining Unit Seniority* is based upon the number of months in paid status in the bargaining unit.
3. *Classification* is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications and salary range are appropriate for all positions in a classification.
4. *Class Specification* is the description of the duties, responsibilities, minimum qualifications, and authority of positions in a class.
5. *Classifying* is the act of placing a position in a class and shall be construed to mean that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a statement of the specific duties required to be performed in each such position, and the regular monthly

salary range for each such position.

6. *Fiscal Year and College Year* each commence July 1 and continue through June 30.
7. *Hire-date Seniority* refers to the first day an employee is in paid status.
8. *Immediate Supervisor* is the employee outside the CSEA bargaining unit having direct supervisory authority over the employee.
9. *Increment Date* is the date of a salary increase.
10. *Incumbent* is an employee assigned to a position and who is currently serving in or on leave from the position.
11. *Industrial Accident or Illness* is an injury or illness arising out of or in the course of employment with the District.
12. *Notice*--Whenever notice is required under this Agreement, and no form of notice is otherwise designated, notice to the District shall be by personal delivery to the Office of the Chancellor and notice to CSEA shall be written notice personally delivered to the President of the local chapter, mailed by first-class mail, or facsimile transmissions. *(Revised November 20, 1997)*
13. *Permanent Employee* is a regular employee who successfully completes an initial probationary period, which shall not exceed twelve (12) months of service beyond the initial date of employment by the District.
14. *Probationary Employee* is a regular employee who will become permanent upon completion of a prescribed probationary period.
15. *Re-employment* is the return to duty of an employee who has been placed on a re-employment list.
16. *Re-employment List* is a list of names of persons who have been laid off for lack of work or lack of funds, or exhaustion of sick leave and industrial accident or illness and who are eligible for re-employment without examination in their former classification for a period of thirty-nine (39) months. This list shall be arranged in order of their right to re-employment.
17. *Regular Employee* is any employee of the classified service.
18. *Restricted Employee* is any employee who holds a restricted position.

19. *Safety Conditions of Employment* means any work-related condition affecting the health and safety of the employee.
20. *Salary Schedule* is a series of salary steps and ranges which comprise the rates of pay for all classifications.
21. *Salary Step* is one (1) of the salary levels within the range of rates for a classification.
22. *Short-term Employee* is any person who is employed to perform a service for the district, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis.
(Added June 2, 2004)
23. *Substitute Employee* is a person hired to perform the duties of a position in the temporary absence of the employee who is regularly assigned to that position.
24. *Uniforms*--Any clothing of a particular color, design, pattern, or style required to be worn by the District shall be considered a uniform.
25. *Y-rate*--Employees will be "Y" rated if a position is ranked in a lower classification. Employees in this status will not receive any cost-of-living increases in salary until the salary of the new, lower, range exceeds the "Y" rated salary. These employees will receive step and longevity increment increases in the lower classification.
26. *Day* is a calendar day unless otherwise stated. (Added November 20, 1997)

ARTICLE NINETEEN--SEVERABILITY

1. The expressed terms and provisions included herein constitute this Agreement in its entirety. If during the life of this Agreement there exists any applicable law, rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provisions shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portion which shall continue in full force and effect.
2. In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE TWENTY--TERM

This Agreement shall take effect as of July 1, 2021 and remain in effect through June 30, 2024.

Signatures below represent final review and acceptance of the 2021-24 Collective Bargaining Agreement between the California School Employees Association and its Chapter # 246, 336, and 617 and the Kern Community College District.

Date: March 24, 2022

District

Dena Rhoades

Dena Rhoades, Interim Vice Chancellor
Human Resources KCCD

CSEA

M J Barrett

Michael Barrett, Chapter President 617

Tina Johnson

Tina Johnson, Chapter President 336

Vern Butler

Vern Butler, Chapter President 246

Sheryl Centro

Sheryl Centro, LRR CSEA

Josie Contreras

Josie Contreras, LRR CSEA

Andrea Juarez

Andrea Juarez, LRR CSEA

Ian Mason

Ian Mason, Negotiation Member

Alex Caudillo

Alex Caudillo, Negotiation Member

Rochelle Sutton

Rochelle Sutton, Negotiation Member

APPENDIX
A

**KCCD Classified Staff Classifications
As of 07/01/2022**

Position Title	Salary Grade	Job Family
Accounting Assistant	355	Accounting
Accounting Coordinator	465	Accounting
Accounting Technician I	400	Accounting
Accounting Technician II	410	Accounting
Business Services Specialist	445	Accounting
Cashier/Billing Technician I	355	Accounting
Cashier/Billing Technician II	365	Accounting
Purchasing Coordinator/Analyst	490	Accounting
Athletic Equipment Attendant	340	Athletics
Athletic Equipment Attendant II	370	Athletics
Athletic Trainer	465	Athletics
Athletic Trainer/Program Director	490	Athletics
Bookstore Assistant I	335	Bookstore
Bookstore Assistant II	345	Bookstore
Bookstore Manager	470	Bookstore
Textbook Buyer	370	Bookstore
Child Dev Ctr Assistant	330	Child Development
Child Dev Ctr Assoc Teacher	330	Child Development
Child Dev Ctr Food Coordinator	375	Child Development
Child Dev Ctr Teacher	340	Child Development
Academic Services Assistant	445	Clerical/Secretarial
Administrative Assistant	445	Clerical/Secretarial
Administrative Secretary	425	Clerical/Secretarial
Coord Inst Research/Planning	525	Clerical/Secretarial
Department Assistant I	330	Clerical/Secretarial
Department Assistant II	350	Clerical/Secretarial
Department Assistant III	380	Clerical/Secretarial
Desert High School Liaison	330	Clerical/Secretarial
Executive Secretary	395	Clerical/Secretarial
Grants Developer	500	Clerical/Secretarial
Information Services Coordinator	395	Clerical/Secretarial
Institutional Research Analyst	500	Clerical/Secretarial
Instruction Office Specialist	445	Clerical/Secretarial
Instructional Office Manager	455	Clerical/Secretarial
Office Supervisor	400	Clerical/Secretarial
Program Specialist, ET	410	Clerical/Secretarial
Receptionist	330	Clerical/Secretarial
Scheduling & Events Specialist	395	Clerical/Secretarial
Site Office Coordinator	435	Clerical/Secretarial
Athletic Complex Manager	370	Custodial
Custodian I	330	Custodial
Custodian II	340	Custodial
Facility Custodial Coordinator	370	Custodial
Site Operations Coordinator I	390	Custodial
Site Operations Coordinator II	410	Custodial
Cook/Baker	335	Food Service
Food Service Assistant I	330	Food Service
Food Service Assistant II	330	Food Service
Food Service Assistant III	330	Food Service

**KCCD Classified Staff Classifications
As of 07/01/2022**

Position Title	Salary Grade	Job Family
Stock Clerk-Food Service	335	Food Service
Grounds Equipment Mechanic	360	Grounds
Grounds Maintenance Supervisor	380	Grounds
Groundswoker I	340	Grounds
Groundswoker II	360	Grounds
Facilities/Grounds Maintenance Supervisor	405	Grounds
Benefits Specialist	445	Human Resources
Human Resources Assistant	425	Human Resources
Human Resources Technician	435	Human Resources
Payroll Specialist	455	Human Resources
Risk Management & Safety Coordinator	490	Human Resources
Alternative Media Specialist	450	Information Technology
Cloud Application Engineer	540	Information Technology
Cloud Infrastructure Engineer	540	Information Technology
Data Warehouse Administrator	530	Information Technology
Data Warehouse Developer	515	Information Technology
Database Administrator II	540	Information Technology
Enterprise Resource Planning Analyst I	515	Information Technology
Enterprise Resource Planning Analyst II	530	Information Technology
Help Desk Technician	415	Information Technology
Instructional Design Specialist	490	Information Technology
Internet Services Administrator	515	Information Technology
Internet Services Specialist	490	Information Technology
IT Support Services	470	Information Technology
Network Administrator	475	Information Technology
Network Engineer	510	Information Technology
Network Manager	515	Information Technology
Network Technician	450	Information Technology
Reporting/Info Access Analyst	500	Information Technology
Security Engineer	535	Information Technology
Security Manager, Information Technology (IT)	535	Information Technology
Security Specialist	515	Information Technology
Senior Network Engineer	540	Information Technology
Senior Systems Administrator	540	Information Technology
System Manager	535	Information Technology
Systems Administration Manager	525	Information Technology
Systems Administrator	480	Information Technology
Systems Support Analyst	475	Information Technology
Systems Support Specialist I	445	Information Technology
Systems Support Specialist II	475	Information Technology
Systems/Network Administrator	460	Information Technology
Telecom Network Manager	500	Information Technology
User Support Analyst	500	Information Technology
WAN Engineer	510	Information Technology
Web Content Editor	465	Information Technology
Web Developer	515	Information Technology
Web Site Coordinator	460	Information Technology
Web-Casting/Animation Specialist	515	Information Technology
Accompanist	410	Instruction
Aerobics Facilitator	400	Instruction

**KCCD Classified Staff Classifications
As of 07/01/2022**

Position Title	Salary Grade	Job Family
Agriculture Technician	395	Instruction
Chemistry Stockroom Assistant	330	Instruction
Computer Lab Assistant	380	Instruction
Costume Designer/Technician	380	Instruction
Court Reporter Reader	330	Instruction
Educational Trainer	490	Instruction
Horticulture Laboratory Technician	370	Instruction
Instructional Asst-Health Careers	455	Instruction
Laboratory Technician I	395	Instruction
Laboratory Technician II	420	Instruction
Laboratory/Safety Technician	465	Instruction
Learning Center Technician	380	Instruction
Learning Disabled Student Asst	410	Instruction
Scheduling Technician I	380	Instruction
Scheduling Technician II	415	Instruction
Teacher Aide	330	Instruction
Teaching Assistant	410	Instruction
Theater Technician	410	Instruction
Tutor	330	Instruction
Tutor Services Team Leader	400	Instruction
Tutor, ESL	330	Instruction
Tutorial Coordinator	385	Instruction
Writing Center Lead	410	Instruction
Audio- Visual Technician	340	Library/Media
Educational Media Design Specialist	490	Library/Media
Library Assistant I	330	Library/Media
Library Assistant II	335	Library/Media
Library Technician I	360	Library/Media
Library Technician II	380	Library/Media
Media Services Coordinator	490	Library/Media
Media Specialist	420	Library/Media
Media Technician	390	Library/Media
Multimedia Resources Coordinator (Engineer)	490	Library/Media
Video Control Room Technician	380	Library/Media
Assistant Dir-Maintenance & Operations	480	Maintenance
Automotive & Plant Equipment Technician	410	Maintenance
Electronics Technician	435	Maintenance
Facilities Electrician	470	Maintenance
HVAC/R Technician	415	Maintenance
Lead Printer	390	Maintenance
Maintenance & Operations Tech	445	Maintenance
Maintenance Worker	365	Maintenance
Painter	425	Maintenance
Plant Engineer	470	Maintenance
Plumber	470	Maintenance
Site Maintenance & Operations Specialist	425	Maintenance
Skilled Craftsworker	425	Maintenance
Graphics Designer	395	Printing Services
Graphics Technician	370	Printing Services
Publications Assistant	335	Printing Services

**KCCD Classified Staff Classifications
As of 07/01/2022**

Position Title	Salary Grade	Job Family
Publications Coordinator I	435	Printing Services
Publications Coordinator II	455	Printing Services
Clerk - Print Shop	370	Printing Services
Duplicating Machine Technician	345	Printing Services
Graphics Center Supervisor	410	Printing Services
Information Center Assistant	335	Public Relations
Public Information Specialist	445	Public Relations
Purchasing Assistant	355	Purchasing
Public Safety Dispatcher	355	Security
Public Safety Officer I	375	Security
Public Safety Officer II	410	Security
Admissions and Records Asst	330	Student Services
Admissions and Records Supervisor	465	Student Services
Admissions and Records Technician I	370	Student Services
Admissions and Records Technician II	425	Student Services
Assessment Assistant	385	Student Services
Assistive Technology Specialist	410	Student Services
College Nurse	475	Student Services
Community Services Coordinator	470	Student Services
Deaf Services Coord/Advisor	455	Student Services
Distance Learning Coordinator	470	Student Services
Educational Advisor	465	Student Services
Enabler Program Assistant	335	Student Services
Financial Aid Assistant	350	Student Services
Financial Aid Technician	425	Student Services
Job Development Specialist	435	Student Services
Program Assistant	350	Student Services
Program Coordinator	425	Student Services
Program Technician	400	Student Services
Sign Language Interpreter I	425	Student Services
Sign Language Interpreter II	425	Student Services
Special Services Accommodations Technician	415	Student Services
Special Services Assistant	335	Student Services
Special Services Technician	415	Student Services
Special Services Testing Technician	435	Student Services
Workforce Preparation Assistant	425	Student Services
Automotive Technician	400	Transportation
Bus Driver	340	Transportation
Mailroom Coordinator	355	Warehouse
Receiving Clerk	340	Warehouse

APPENDIX
B

KERN COMMUNITY COLLEGE DISTRICT
CLASSIFIED MONTHLY SALARY SCHEDULE
EFFECTIVE, JANUARY 1, 2022

Range	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
47.0	\$5,126.02	\$5,254.18	\$5,385.53	\$5,520.17	\$5,658.17	\$5,799.62	\$5,944.62	\$6,093.24	\$6,245.56	\$6,401.70	\$6,561.75	\$6,725.79	\$6,893.94	\$7,066.28	\$7,242.94
47.5	\$5,254.18	\$5,385.53	\$5,520.17	\$5,658.17	\$5,799.62	\$5,944.62	\$6,093.24	\$6,245.56	\$6,401.70	\$6,561.75	\$6,725.79	\$6,893.94	\$7,066.28	\$7,242.94	\$7,424.02
48.0	\$5,385.53	\$5,520.17	\$5,658.17	\$5,799.62	\$5,944.62	\$6,093.24	\$6,245.56	\$6,401.70	\$6,561.75	\$6,725.79	\$6,893.94	\$7,066.28	\$7,242.94	\$7,424.02	\$7,609.61
48.5	\$5,520.17	\$5,658.17	\$5,799.62	\$5,944.62	\$6,093.24	\$6,245.56	\$6,401.70	\$6,561.75	\$6,725.79	\$6,893.94	\$7,066.28	\$7,242.94	\$7,424.02	\$7,609.61	\$7,799.85
49.0	\$5,658.17	\$5,799.62	\$5,944.62	\$6,093.24	\$6,245.56	\$6,401.70	\$6,561.75	\$6,725.79	\$6,893.94	\$7,066.28	\$7,242.94	\$7,424.02	\$7,609.61	\$7,799.85	\$7,994.85
49.5	\$5,799.62	\$5,944.62	\$6,093.24	\$6,245.56	\$6,401.70	\$6,561.75	\$6,725.79	\$6,893.94	\$7,066.28	\$7,242.94	\$7,424.02	\$7,609.61	\$7,799.85	\$7,994.85	\$8,194.72
50.0	\$5,944.62	\$6,093.24	\$6,245.56	\$6,401.70	\$6,561.75	\$6,725.79	\$6,893.94	\$7,066.28	\$7,242.94	\$7,424.02	\$7,609.61	\$7,799.85	\$7,994.85	\$8,194.72	\$8,399.58
50.5	\$6,093.24	\$6,245.56	\$6,401.70	\$6,561.75	\$6,725.79	\$6,893.94	\$7,066.28	\$7,242.94	\$7,424.02	\$7,609.61	\$7,799.85	\$7,994.85	\$8,194.72	\$8,399.58	\$8,609.58
51.0	\$6,245.56	\$6,401.70	\$6,561.75	\$6,725.79	\$6,893.94	\$7,066.28	\$7,242.94	\$7,424.02	\$7,609.61	\$7,799.85	\$7,994.85	\$8,194.72	\$8,399.58	\$8,609.58	\$8,824.81
51.5	\$6,401.70	\$6,561.75	\$6,725.79	\$6,893.94	\$7,066.28	\$7,242.94	\$7,424.02	\$7,609.61	\$7,799.85	\$7,994.85	\$8,194.72	\$8,399.58	\$8,609.58	\$8,824.81	\$9,045.44
52.0	\$6,561.75	\$6,725.79	\$6,893.94	\$7,066.28	\$7,242.94	\$7,424.02	\$7,609.61	\$7,799.85	\$7,994.85	\$8,194.72	\$8,399.58	\$8,609.58	\$8,824.81	\$9,045.44	\$9,271.58
52.5	\$6,725.79	\$6,893.94	\$7,066.28	\$7,242.94	\$7,424.02	\$7,609.61	\$7,799.85	\$7,994.85	\$8,194.72	\$8,399.58	\$8,609.58	\$8,824.81	\$9,045.44	\$9,271.58	\$9,503.36
53.0	\$6,893.94	\$7,066.28	\$7,242.94	\$7,424.02	\$7,609.61	\$7,799.85	\$7,994.85	\$8,194.72	\$8,399.58	\$8,609.58	\$8,824.81	\$9,045.44	\$9,271.58	\$9,503.36	\$9,740.95
53.5	\$7,066.28	\$7,242.94	\$7,424.02	\$7,609.61	\$7,799.85	\$7,994.85	\$8,194.72	\$8,399.58	\$8,609.58	\$8,824.81	\$9,045.44	\$9,271.58	\$9,503.36	\$9,740.95	\$9,984.47
54.0	\$7,242.94	\$7,424.02	\$7,609.61	\$7,799.85	\$7,994.85	\$8,194.72	\$8,399.58	\$8,609.58	\$8,824.81	\$9,045.44	\$9,271.58	\$9,503.36	\$9,740.95	\$9,984.47	\$10,234.08
54.5	\$7,424.02	\$7,609.61	\$7,799.85	\$7,994.85	\$8,194.72	\$8,399.58	\$8,609.58	\$8,824.81	\$9,045.44	\$9,271.58	\$9,503.36	\$9,740.95	\$9,984.47	\$10,234.08	\$10,489.94
55.0	\$7,609.61	\$7,799.85	\$7,994.85	\$8,194.72	\$8,399.58	\$8,609.58	\$8,824.81	\$9,045.44	\$9,271.58	\$9,503.36	\$9,740.95	\$9,984.47	\$10,234.08	\$10,489.94	\$10,752.19
55.5	\$7,799.85	\$7,994.85	\$8,194.72	\$8,399.58	\$8,609.58	\$8,824.81	\$9,045.44	\$9,271.58	\$9,503.36	\$9,740.95	\$9,984.47	\$10,234.08	\$10,489.94	\$10,752.19	\$11,020.98
56.0	\$7,994.85	\$8,194.72	\$8,399.58	\$8,609.58	\$8,824.81	\$9,045.44	\$9,271.58	\$9,503.36	\$9,740.95	\$9,984.47	\$10,234.08	\$10,489.94	\$10,752.19	\$11,020.98	\$11,296.52
56.5	\$8,194.72	\$8,399.58	\$8,609.58	\$8,824.81	\$9,045.44	\$9,271.58	\$9,503.36	\$9,740.95	\$9,984.47	\$10,234.08	\$10,489.94	\$10,752.19	\$11,020.98	\$11,296.52	\$11,578.93
57.0	\$8,399.58	\$8,609.58	\$8,824.81	\$9,045.44	\$9,271.58	\$9,503.36	\$9,740.95	\$9,984.47	\$10,234.08	\$10,489.94	\$10,752.19	\$11,020.98	\$11,296.52	\$11,578.93	\$11,868.40
57.5	\$8,609.58	\$8,824.81	\$9,045.44	\$9,271.58	\$9,503.36	\$9,740.95	\$9,984.47	\$10,234.08	\$10,489.94	\$10,752.19	\$11,020.98	\$11,296.52	\$11,578.93	\$11,868.40	\$12,165.11
58.0	\$8,824.81	\$9,045.44	\$9,271.58	\$9,503.36	\$9,740.95	\$9,984.47	\$10,234.08	\$10,489.94	\$10,752.19	\$11,020.98	\$11,296.52	\$11,578.93	\$11,868.40	\$12,165.11	\$12,469.24
58.5	\$9,045.44	\$9,271.58	\$9,503.36	\$9,740.95	\$9,984.47	\$10,234.08	\$10,489.94	\$10,752.19	\$11,020.98	\$11,296.52	\$11,578.93	\$11,868.40	\$12,165.11	\$12,469.24	\$12,780.97
59.0	\$9,271.58	\$9,503.36	\$9,740.95	\$9,984.47	\$10,234.08	\$10,489.94	\$10,752.19	\$11,020.98	\$11,296.52	\$11,578.93	\$11,868.40	\$12,165.11	\$12,469.24	\$12,780.97	\$13,100.49
59.5	\$9,503.36	\$9,740.95	\$9,984.47	\$10,234.08	\$10,489.94	\$10,752.19	\$11,020.98	\$11,296.52	\$11,578.93	\$11,868.40	\$12,165.11	\$12,469.24	\$12,780.97	\$13,100.49	\$13,428.01

KERIN COMMUNITY COLLEGE DISTRICT
CLASSIFIED FLEXIBLE BENEFIT HOURLY SALARY SCHEDULE
EFFECTIVE, JANUARY 1, 2022

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

Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
27.0	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,1829	\$15,5625
27.5	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,1829	\$15,5625	\$15,9516
28.0	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,1829	\$15,5625	\$15,9516	\$16,3502	\$16,7591
28.5	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,1829	\$15,5625	\$15,9516	\$16,3502	\$16,7591	\$17,1781
29.0	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,1829	\$15,5625	\$15,9516	\$16,3502	\$16,7591	\$17,1781	\$17,6075	\$18,0478
29.5	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,1829	\$15,5625	\$15,9516	\$16,3502	\$16,7591	\$17,1781	\$17,6075	\$18,0478	\$18,4989
30.0	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,1829	\$15,5625	\$15,9516	\$16,3502	\$16,7591	\$17,1781	\$17,6075	\$18,0478	\$18,4989
30.5	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,1829	\$15,5625	\$15,9516	\$16,3502	\$16,7591	\$17,1781	\$17,6075	\$18,0478	\$18,4989
31.0	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,1829	\$15,5625	\$15,9516	\$16,3502	\$16,7591	\$17,1781	\$17,6075	\$18,0478	\$18,4989	\$18,9615
31.5	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,1829	\$15,5625	\$15,9516	\$16,3502	\$16,7591	\$17,1781	\$17,6075	\$18,0478	\$18,4989	\$18,9615	\$19,4355
32.0	\$15,000.00	\$15,000.00	\$15,000.00	\$15,1829	\$15,5625	\$15,9516	\$16,3502	\$16,7591	\$17,1781	\$17,6075	\$18,0478	\$18,4989	\$18,9615	\$19,4355	\$19,9213
32.5	\$15,000.00	\$15,1829	\$15,5625	\$15,9516	\$16,3502	\$16,7591	\$17,1781	\$17,6075	\$18,0478	\$18,4989	\$18,9615	\$19,4355	\$19,9213	\$20,4193	\$20,9298
33.0	\$15,000.00	\$15,1829	\$15,5625	\$15,9516	\$16,3502	\$16,7591	\$17,1781	\$17,6075	\$18,0478	\$18,4989	\$18,9615	\$19,4355	\$19,9213	\$20,4193	\$20,9298
33.5	\$15,1829	\$15,5625	\$15,9516	\$16,3502	\$16,7591	\$17,1781	\$17,6075	\$18,0478	\$18,4989	\$18,9615	\$19,4355	\$19,9213	\$20,4193	\$20,9298	\$21,4531
34.0	\$15,5625	\$15,9516	\$16,3502	\$16,7591	\$17,1781	\$17,6075	\$18,0478	\$18,4989	\$18,9615	\$19,4355	\$19,9213	\$20,4193	\$20,9298	\$21,4531	\$21,9894
34.5	\$15,9516	\$16,3502	\$16,7591	\$17,1781	\$17,6075	\$18,0478	\$18,4989	\$18,9615	\$19,4355	\$19,9213	\$20,4193	\$20,9298	\$21,4531	\$21,9894	\$22,5391
35.0	\$16,3502	\$16,7591	\$17,1781	\$17,6075	\$18,0478	\$18,4989	\$18,9615	\$19,4355	\$19,9213	\$20,4193	\$20,9298	\$21,4531	\$21,9894	\$22,5391	\$23,0890
35.5	\$16,7591	\$17,1781	\$17,6075	\$18,0478	\$18,4989	\$18,9615	\$19,4355	\$19,9213	\$20,4193	\$20,9298	\$21,4531	\$21,9894	\$22,5391	\$23,0890	\$23,6433
36.0	\$17,1781	\$17,6075	\$18,0478	\$18,4989	\$18,9615	\$19,4355	\$19,9213	\$20,4193	\$20,9298	\$21,4531	\$21,9894	\$22,5391	\$23,0890	\$23,6433	\$24,2025
36.5	\$17,6075	\$18,0478	\$18,4989	\$18,9615	\$19,4355	\$19,9213	\$20,4193	\$20,9298	\$21,4531	\$21,9894	\$22,5391	\$23,0890	\$23,6433	\$24,2025	\$24,7721
37.0	\$18,0478	\$18,4989	\$18,9615	\$19,4355	\$19,9213	\$20,4193	\$20,9298	\$21,4531	\$21,9894	\$22,5391	\$23,0890	\$23,6433	\$24,2025	\$24,7721	\$25,3426
37.5	\$18,4989	\$18,9615	\$19,4355	\$19,9213	\$20,4193	\$20,9298	\$21,4531	\$21,9894	\$22,5391	\$23,0890	\$23,6433	\$24,2025	\$24,7721	\$25,3426	\$25,9133
38.0	\$18,9615	\$19,4355	\$19,9213	\$20,4193	\$20,9298	\$21,4531	\$21,9894	\$22,5391	\$23,0890	\$23,6433	\$24,2025	\$24,7721	\$25,3426	\$25,9133	\$26,4843
38.5	\$19,4355	\$19,9213	\$20,4193	\$20,9298	\$21,4531	\$21,9894	\$22,5391	\$23,0890	\$23,6433	\$24,2025	\$24,7721	\$25,3426	\$25,9133	\$26,4843	\$27,0553
39.0	\$19,9213	\$20,4193	\$20,9298	\$21,4531	\$21,9894	\$22,5391	\$23,0890	\$23,6433	\$24,2025	\$24,7721	\$25,3426	\$25,9133	\$26,4843	\$27,0553	\$27,6266
39.5	\$20,4193	\$20,9298	\$21,4531	\$21,9894	\$22,5391	\$23,0890	\$23,6433	\$24,2025	\$24,7721	\$25,3426	\$25,9133	\$26,4843	\$27,0553	\$27,6266	\$28,1983
40.0	\$20,9298	\$21,4531	\$21,9894	\$22,5391	\$23,0890	\$23,6433	\$24,2025	\$24,7721	\$25,3426	\$25,9133	\$26,4843	\$27,0553	\$27,6266	\$28,1983	\$28,7702
40.5	\$21,4531	\$21,9894	\$22,5391	\$23,0890	\$23,6433	\$24,2025	\$24,7721	\$25,3426	\$25,9133	\$26,4843	\$27,0553	\$27,6266	\$28,1983	\$28,7702	\$29,3421
41.0	\$21,9894	\$22,5391	\$23,0890	\$23,6433	\$24,2025	\$24,7721	\$25,3426	\$25,9133	\$26,4843	\$27,0553	\$27,6266	\$28,1983	\$28,7702	\$29,3421	\$29,9141
41.5	\$22,5391	\$23,0890	\$23,6433	\$24,2025	\$24,7721	\$25,3426	\$25,9133	\$26,4843	\$27,0553	\$27,6266	\$28,1983	\$28,7702	\$29,3421	\$29,9141	\$30,4861
42.0	\$23,0890	\$23,6433	\$24,2025	\$24,7721	\$25,3426	\$25,9133	\$26,4843	\$27,0553	\$27,6266	\$28,1983	\$28,7702	\$29,3421	\$29,9141	\$30,4861	\$31,0581
42.5	\$23,6433	\$24,2025	\$24,7721	\$25,3426	\$25,9133	\$26,4843	\$27,0553	\$27,6266	\$28,1983	\$28,7702	\$29,3421	\$29,9141	\$30,4861	\$31,0581	\$31,6301
43.0	\$24,2025	\$24,7721	\$25,3426	\$25,9133	\$26,4843	\$27,0553	\$27,6266	\$28,1983	\$28,7702	\$29,3421	\$29,9141	\$30,4861	\$31,0581	\$31,6301	\$32,2021
43.5	\$24,7721	\$25,3426	\$25,9133	\$26,4843	\$27,0553	\$27,6266	\$28,1983	\$28,7702	\$29,3421	\$29,9141	\$30,4861	\$31,0581	\$31,6301	\$32,2021	\$32,7741
44.0	\$25,3426	\$25,9133	\$26,4843	\$27,0553	\$27,6266	\$28,1983	\$28,7702	\$29,3421	\$29,9141	\$30,4861	\$31,0581	\$31,6301	\$32,2021	\$32,7741	\$33,3461
44.5	\$25,9133	\$26,4843	\$27,0553	\$27,6266	\$28,1983	\$28,7702	\$29,3421	\$29,9141	\$30,4861	\$31,0581	\$31,6301	\$32,2021	\$32,7741	\$33,3461	\$33,9181
45.0	\$26,4843	\$27,0553	\$27,6266	\$28,1983	\$28,7702	\$29,3421	\$29,9141	\$30,4861	\$31,0581	\$31,6301	\$32,2021	\$32,7741	\$33,3461	\$33,9181	\$34,4901
45.5	\$27,0553	\$27,6266	\$28,1983	\$28,7702	\$29,3421	\$29,9141	\$30,4861	\$31,0581	\$31,6301	\$32,2021	\$32,7741	\$33,3461	\$33,9181	\$34,4901	\$35,0621
46.0	\$28,1983	\$28,7702	\$29,3421	\$29,9141	\$30,4861	\$31,0581	\$31,6301	\$32,2021	\$32,7741	\$33,3461	\$33,9181	\$34,4901	\$35,0621	\$35,6341	\$36,2061
46.5	\$28,7702	\$29,3421	\$29,9141	\$30,4861	\$31,0581	\$31,6301	\$32,2021	\$32,7741	\$33,3461	\$33,9181	\$34,4901	\$35,0621	\$35,6341	\$36,2061	\$36,7781

KERIN COMMUNITY COLLEGE DISTRICT
CLASSIFIED FLEXIBLE BENEFIT HOURLY SALARY SCHEDULE
EFFECTIVE, JANUARY 1, 2022

Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
47.0	\$29,5732	\$30,3126	\$31,0704	\$31,8472	\$32,6433	\$33,4593	\$34,2959	\$35,1533	\$36,0321	\$36,9329	\$37,8563	\$38,8027	\$39,7727	\$40,7672	\$41,7863
47.5	\$30,3126	\$31,0704	\$31,8472	\$32,6433	\$33,4593	\$34,2959	\$35,1533	\$36,0321	\$36,9329	\$37,8563	\$38,8027	\$39,7727	\$40,7672	\$41,7863	\$42,8308
48.0	\$31,0704	\$31,8472	\$32,6433	\$33,4593	\$34,2959	\$35,1533	\$36,0321	\$36,9329	\$37,8563	\$38,8027	\$39,7727	\$40,7672	\$41,7863	\$42,8308	\$43,9017
48.5	\$31,8472	\$32,6433	\$33,4593	\$34,2959	\$35,1533	\$36,0321	\$36,9329	\$37,8563	\$38,8027	\$39,7727	\$40,7672	\$41,7863	\$42,8308	\$43,9017	\$44,9992
49.0	\$32,6433	\$33,4593	\$34,2959	\$35,1533	\$36,0321	\$36,9329	\$37,8563	\$38,8027	\$39,7727	\$40,7672	\$41,7863	\$42,8308	\$43,9017	\$44,9992	\$46,1241
49.5	\$33,4593	\$34,2959	\$35,1533	\$36,0321	\$36,9329	\$37,8563	\$38,8027	\$39,7727	\$40,7672	\$41,7863	\$42,8308	\$43,9017	\$44,9992	\$46,1241	\$47,2772
50.0	\$34,2959	\$35,1533	\$36,0321	\$36,9329	\$37,8563	\$38,8027	\$39,7727	\$40,7672	\$41,7863	\$42,8308	\$43,9017	\$44,9992	\$46,1241	\$47,2772	\$48,4591
50.5	\$35,1533	\$36,0321	\$36,9329	\$37,8563	\$38,8027	\$39,7727	\$40,7672	\$41,7863	\$42,8308	\$43,9017	\$44,9992	\$46,1241	\$47,2772	\$48,4591	\$49,6707
51.0	\$36,0321	\$36,9329	\$37,8563	\$38,8027	\$39,7727	\$40,7672	\$41,7863	\$42,8308	\$43,9017	\$44,9992	\$46,1241	\$47,2772	\$48,4591	\$49,6707	\$50,9123
51.5	\$36,9329	\$37,8563	\$38,8027	\$39,7727	\$40,7672	\$41,7863	\$42,8308	\$43,9017	\$44,9992	\$46,1241	\$47,2772	\$48,4591	\$49,6707	\$50,9123	\$52,1853
52.0	\$37,8563	\$38,8027	\$39,7727	\$40,7672	\$41,7863	\$42,8308	\$43,9017	\$44,9992	\$46,1241	\$47,2772	\$48,4591	\$49,6707	\$50,9123	\$52,1853	\$53,4900
52.5	\$38,8027	\$39,7727	\$40,7672	\$41,7863	\$42,8308	\$43,9017	\$44,9992	\$46,1241	\$47,2772	\$48,4591	\$49,6707	\$50,9123	\$52,1853	\$53,4900	\$54,8271
53.0	\$39,7727	\$40,7672	\$41,7863	\$42,8308	\$43,9017	\$44,9992	\$46,1241	\$47,2772	\$48,4591	\$49,6707	\$50,9123	\$52,1853	\$53,4900	\$54,8271	\$56,1978
53.5	\$40,7672	\$41,7863	\$42,8308	\$43,9017	\$44,9992	\$46,1241	\$47,2772	\$48,4591	\$49,6707	\$50,9123	\$52,1853	\$53,4900	\$54,8271	\$56,1978	\$57,6026
54.0	\$41,7863	\$42,8308	\$43,9017	\$44,9992	\$46,1241	\$47,2772	\$48,4591	\$49,6707	\$50,9123	\$52,1853	\$53,4900	\$54,8271	\$56,1978	\$57,6026	\$59,0428
54.5	\$42,8308	\$43,9017	\$44,9992	\$46,1241	\$47,2772	\$48,4591	\$49,6707	\$50,9123	\$52,1853	\$53,4900	\$54,8271	\$56,1978	\$57,6026	\$59,0428	\$60,5189
55.0	\$43,9017	\$44,9992	\$46,1241	\$47,2772	\$48,4591	\$49,6707	\$50,9123	\$52,1853	\$53,4900	\$54,8271	\$56,1978	\$57,6026	\$59,0428	\$60,5189	\$62,0318
55.5	\$44,9992	\$46,1241	\$47,2772	\$48,4591	\$49,6707	\$50,9123	\$52,1853	\$53,4900	\$54,8271	\$56,1978	\$57,6026	\$59,0428	\$60,5189	\$62,0318	\$63,5826
56.0	\$46,1241	\$47,2772	\$48,4591	\$49,6707	\$50,9123	\$52,1853	\$53,4900	\$54,8271	\$56,1978	\$57,6026	\$59,0428	\$60,5189	\$62,0318	\$63,5826	\$65,1723
56.5	\$47,2772	\$48,4591	\$49,6707	\$50,9123	\$52,1853	\$53,4900	\$54,8271	\$56,1978	\$57,6026	\$59,0428	\$60,5189	\$62,0318	\$63,5826	\$65,1723	\$66,8016
57.0	\$48,4591	\$49,6707	\$50,9123	\$52,1853	\$53,4900	\$54,8271	\$56,1978	\$57,6026	\$59,0428	\$60,5189	\$62,0318	\$63,5826	\$65,1723	\$66,8016	\$68,4715
57.5	\$49,6707	\$50,9123	\$52,1853	\$53,4900	\$54,8271	\$56,1978	\$57,6026	\$59,0428	\$60,5189	\$62,0318	\$63,5826	\$65,1723	\$66,8016	\$68,4715	\$70,1833
58.0	\$50,9123	\$52,1853	\$53,4900	\$54,8271	\$56,1978	\$57,6026	\$59,0428	\$60,5189	\$62,0318	\$63,5826	\$65,1723	\$66,8016	\$68,4715	\$70,1833	\$71,9380
58.5	\$52,1853	\$53,4900	\$54,8271	\$56,1978	\$57,6026	\$59,0428	\$60,5189	\$62,0318	\$63,5826	\$65,1723	\$66,8016	\$68,4715	\$70,1833	\$71,9380	\$73,7364
59.0	\$53,4900	\$54,8271	\$56,1978	\$57,6026	\$59,0428	\$60,5189	\$62,0318	\$63,5826	\$65,1723	\$66,8016	\$68,4715	\$70,1833	\$71,9380	\$73,7364	\$75,5798
59.5	\$54,8271	\$56,1978	\$57,6026	\$59,0428	\$60,5189	\$62,0318	\$63,5826	\$65,1723	\$66,8016	\$68,4715	\$70,1833	\$71,9380	\$73,7364	\$75,5798	\$77,4693

KERN COMMUNITY COLLEGE DISTRICT
CLASSIFIED MONTHLY SALARY SCHEDULE
EFFECTIVE, JULY 1, 2022

Range	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
52.0	\$6,758.60	\$6,927.56	\$7,100.75	\$7,278.27	\$7,460.23	\$7,646.73	\$7,837.90	\$8,033.85	\$8,234.69	\$8,440.56	\$8,651.57	\$8,867.86	\$9,089.56	\$9,316.80	\$9,549.72
52.5	\$6,927.56	\$7,100.75	\$7,278.27	\$7,460.23	\$7,646.73	\$7,837.90	\$8,033.85	\$8,234.69	\$8,440.56	\$8,651.57	\$8,867.86	\$9,089.56	\$9,316.80	\$9,549.72	\$9,788.46
53.0	\$7,100.75	\$7,278.27	\$7,460.23	\$7,646.73	\$7,837.90	\$8,033.85	\$8,234.69	\$8,440.56	\$8,651.57	\$8,867.86	\$9,089.56	\$9,316.80	\$9,549.72	\$9,788.46	\$10,033.17
53.5	\$7,278.27	\$7,460.23	\$7,646.73	\$7,837.90	\$8,033.85	\$8,234.69	\$8,440.56	\$8,651.57	\$8,867.86	\$9,089.56	\$9,316.80	\$9,549.72	\$9,788.46	\$10,033.17	\$10,284.00
54.0	\$7,460.23	\$7,646.73	\$7,837.90	\$8,033.85	\$8,234.69	\$8,440.56	\$8,651.57	\$8,867.86	\$9,089.56	\$9,316.80	\$9,549.72	\$9,788.46	\$10,033.17	\$10,284.00	\$10,541.10
54.5	\$7,646.73	\$7,837.90	\$8,033.85	\$8,234.69	\$8,440.56	\$8,651.57	\$8,867.86	\$9,089.56	\$9,316.80	\$9,549.72	\$9,788.46	\$10,033.17	\$10,284.00	\$10,541.10	\$10,804.63
55.0	\$7,837.90	\$8,033.85	\$8,234.69	\$8,440.56	\$8,651.57	\$8,867.86	\$9,089.56	\$9,316.80	\$9,549.72	\$9,788.46	\$10,033.17	\$10,284.00	\$10,541.10	\$10,804.63	\$11,074.75
55.5	\$8,033.85	\$8,234.69	\$8,440.56	\$8,651.57	\$8,867.86	\$9,089.56	\$9,316.80	\$9,549.72	\$9,788.46	\$10,033.17	\$10,284.00	\$10,541.10	\$10,804.63	\$11,074.75	\$11,351.61
56.0	\$8,234.69	\$8,440.56	\$8,651.57	\$8,867.86	\$9,089.56	\$9,316.80	\$9,549.72	\$9,788.46	\$10,033.17	\$10,284.00	\$10,541.10	\$10,804.63	\$11,074.75	\$11,351.61	\$11,635.40
56.5	\$8,440.56	\$8,651.57	\$8,867.86	\$9,089.56	\$9,316.80	\$9,549.72	\$9,788.46	\$10,033.17	\$10,284.00	\$10,541.10	\$10,804.63	\$11,074.75	\$11,351.61	\$11,635.40	\$11,926.29
57.0	\$8,651.57	\$8,867.86	\$9,089.56	\$9,316.80	\$9,549.72	\$9,788.46	\$10,033.17	\$10,284.00	\$10,541.10	\$10,804.63	\$11,074.75	\$11,351.61	\$11,635.40	\$11,926.29	\$12,224.45
57.5	\$8,867.86	\$9,089.56	\$9,316.80	\$9,549.72	\$9,788.46	\$10,033.17	\$10,284.00	\$10,541.10	\$10,804.63	\$11,074.75	\$11,351.61	\$11,635.40	\$11,926.29	\$12,224.45	\$12,530.06
58.0	\$9,089.56	\$9,316.80	\$9,549.72	\$9,788.46	\$10,033.17	\$10,284.00	\$10,541.10	\$10,804.63	\$11,074.75	\$11,351.61	\$11,635.40	\$11,926.29	\$12,224.45	\$12,530.06	\$12,843.31
58.5	\$9,316.80	\$9,549.72	\$9,788.46	\$10,033.17	\$10,284.00	\$10,541.10	\$10,804.63	\$11,074.75	\$11,351.61	\$11,635.40	\$11,926.29	\$12,224.45	\$12,530.06	\$12,843.31	\$13,164.39
59.0	\$9,549.72	\$9,788.46	\$10,033.17	\$10,284.00	\$10,541.10	\$10,804.63	\$11,074.75	\$11,351.61	\$11,635.40	\$11,926.29	\$12,224.45	\$12,530.06	\$12,843.31	\$13,164.39	\$13,493.50
59.5	\$9,788.46	\$10,033.17	\$10,284.00	\$10,541.10	\$10,804.63	\$11,074.75	\$11,351.61	\$11,635.40	\$11,926.29	\$12,224.45	\$12,530.06	\$12,843.31	\$13,164.39	\$13,493.50	\$13,830.84

**KERN COMMUNITY COLLEGE DISTRICT
CLASSIFIED FLEXIBLE BENEFIT HOURLY SALARY SCHEDULE
EFFECTIVE, JULY 1, 2022**

Grade	Applicable to Classified employees working flexible hours, paid on an hourly basis, and receiving only limited benefits.														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
33.0	15,4500	15,6384	16,0293	16,4301	16,8408	17,2618	17,6934	18,1357	18,5891	19,0538	19,5302	20,0184	20,5189	21,0319	21,5577
33.5	15,6384	16,0293	16,4301	16,8408	17,2618	17,6934	18,1357	18,5891	19,0538	19,5302	20,0184	20,5189	21,0319	21,5577	22,0966
34.0	16,0293	16,4301	16,8408	17,2618	17,6934	18,1357	18,5891	19,0538	19,5302	20,0184	20,5189	21,0319	21,5577	22,0966	22,6490
34.5	16,4301	16,8408	17,2618	17,6934	18,1357	18,5891	19,0538	19,5302	20,0184	20,5189	21,0319	21,5577	22,0966	22,6490	23,2153
35.0	16,8408	17,2618	17,6934	18,1357	18,5891	19,0538	19,5302	20,0184	20,5189	21,0319	21,5577	22,0966	22,6490	23,2153	23,7956
35.5	17,2618	17,6934	18,1357	18,5891	19,0538	19,5302	20,0184	20,5189	21,0319	21,5577	22,0966	22,6490	23,2153	23,7956	24,3905
36.0	17,6934	18,1357	18,5891	19,0538	19,5302	20,0184	20,5189	21,0319	21,5577	22,0966	22,6490	23,2153	23,7956	24,3905	25,0003
36.5	18,1357	18,5891	19,0538	19,5302	20,0184	20,5189	21,0319	21,5577	22,0966	22,6490	23,2153	23,7956	24,3905	25,0003	25,6253
37.0	18,5891	19,0538	19,5302	20,0184	20,5189	21,0319	21,5577	22,0966	22,6490	23,2153	23,7956	24,3905	25,0003	25,6253	26,2659
37.5	19,0538	19,5302	20,0184	20,5189	21,0319	21,5577	22,0966	22,6490	23,2153	23,7956	24,3905	25,0003	25,6253	26,2659	26,9226
38.0	19,5302	20,0184	20,5189	21,0319	21,5577	22,0966	22,6490	23,2153	23,7956	24,3905	25,0003	25,6253	26,2659	26,9226	27,5957
38.5	20,0184	20,5189	21,0319	21,5577	22,0966	22,6490	23,2153	23,7956	24,3905	25,0003	25,6253	26,2659	26,9226	27,5957	28,2855
39.0	20,5189	21,0319	21,5577	22,0966	22,6490	23,2153	23,7956	24,3905	25,0003	25,6253	26,2659	26,9226	27,5957	28,2855	28,9927
39.5	21,0319	21,5577	22,0966	22,6490	23,2153	23,7956	24,3905	25,0003	25,6253	26,2659	26,9226	27,5957	28,2855	28,9927	29,7175
40.0	21,5577	22,0966	22,6490	23,2153	23,7956	24,3905	25,0003	25,6253	26,2659	26,9226	27,5957	28,2855	28,9927	29,7175	30,4604
40.5	22,0966	22,6490	23,2153	23,7956	24,3905	25,0003	25,6253	26,2659	26,9226	27,5957	28,2855	28,9927	29,7175	30,4604	31,2219
41.0	22,6490	23,2153	23,7956	24,3905	25,0003	25,6253	26,2659	26,9226	27,5957	28,2855	28,9927	29,7175	30,4604	31,2219	32,0025
41.5	23,2153	23,7956	24,3905	25,0003	25,6253	26,2659	26,9226	27,5957	28,2855	28,9927	29,7175	30,4604	31,2219	32,0025	32,8026
42.0	23,7956	24,3905	25,0003	25,6253	26,2659	26,9226	27,5957	28,2855	28,9927	29,7175	30,4604	31,2219	32,0025	32,8026	33,6226
42.5	24,3905	25,0003	25,6253	26,2659	26,9226	27,5957	28,2855	28,9927	29,7175	30,4604	31,2219	32,0025	32,8026	33,6226	34,4632
43.0	25,0003	25,6253	26,2659	26,9226	27,5957	28,2855	28,9927	29,7175	30,4604	31,2219	32,0025	32,8026	33,6226	34,4632	35,3248
43.5	25,6253	26,2659	26,9226	27,5957	28,2855	28,9927	29,7175	30,4604	31,2219	32,0025	32,8026	33,6226	34,4632	35,3248	36,2079
44.0	26,2659	26,9226	27,5957	28,2855	28,9927	29,7175	30,4604	31,2219	32,0025	32,8026	33,6226	34,4632	35,3248	36,2079	37,1131
44.5	26,9226	27,5957	28,2855	28,9927	29,7175	30,4604	31,2219	32,0025	32,8026	33,6226	34,4632	35,3248	36,2079	37,1131	38,0409
45.0	27,5957	28,2855	28,9927	29,7175	30,4604	31,2219	32,0025	32,8026	33,6226	34,4632	35,3248	36,2079	37,1131	38,0409	38,9919
45.5	28,2855	28,9927	29,7175	30,4604	31,2219	32,0025	32,8026	33,6226	34,4632	35,3248	36,2079	37,1131	38,0409	38,9919	39,9667
46.0	28,9927	29,7175	30,4604	31,2219	32,0025	32,8026	33,6226	34,4632	35,3248	36,2079	37,1131	38,0409	38,9919	39,9667	40,9659
46.5	29,7175	30,4604	31,2219	32,0025	32,8026	33,6226	34,4632	35,3248	36,2079	37,1131	38,0409	38,9919	39,9667	40,9659	41,9900
47.0	30,4604	31,2219	32,0025	32,8026	33,6226	34,4632	35,3248	36,2079	37,1131	38,0409	38,9919	39,9667	40,9659	41,9900	43,0398
47.5	31,2219	32,0025	32,8026	33,6226	34,4632	35,3248	36,2079	37,1131	38,0409	38,9919	39,9667	40,9659	41,9900	43,0398	44,1158
48.0	32,0025	32,8026	33,6226	34,4632	35,3248	36,2079	37,1131	38,0409	38,9919	39,9667	40,9659	41,9900	43,0398	44,1158	45,2187
48.5	32,8026	33,6226	34,4632	35,3248	36,2079	37,1131	38,0409	38,9919	39,9667	40,9659	41,9900	43,0398	44,1158	45,2187	46,3492
49.0	33,6226	34,4632	35,3248	36,2079	37,1131	38,0409	38,9919	39,9667	40,9659	41,9900	43,0398	44,1158	45,2187	46,3492	47,5079
49.5	34,4632	35,3248	36,2079	37,1131	38,0409	38,9919	39,9667	40,9659	41,9900	43,0398	44,1158	45,2187	46,3492	47,5079	48,6956
50.0	35,3248	36,2079	37,1131	38,0409	38,9919	39,9667	40,9659	41,9900	43,0398	44,1158	45,2187	46,3492	47,5079	48,6956	49,9130

**KERN COMMUNITY COLLEGE DISTRICT
CLASSIFIED FLEXIBLE BENEFIT HOURLY SALARY SCHEDULE
EFFECTIVE, JULY 1, 2022**

Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
50.5	36,2079	37,1131	38,0409	38,9919	39,9667	40,9659	41,9900	43,0398	44,1158	45,2187	46,3492	47,5079	48,6956	49,9130	51,1608
51.0	37,1131	38,0409	38,9919	39,9667	40,9659	41,9900	43,0398	44,1158	45,2187	46,3492	47,5079	48,6956	49,9130	51,1608	52,4398
51.5	38,0409	38,9919	39,9667	40,9659	41,9900	43,0398	44,1158	45,2187	46,3492	47,5079	48,6956	49,9130	51,1608	52,4398	53,7508
52.0	38,9919	39,9667	40,9659	41,9900	43,0398	44,1158	45,2187	46,3492	47,5079	48,6956	49,9130	51,1608	52,4398	53,7508	55,0946
52.5	39,9667	40,9659	41,9900	43,0398	44,1158	45,2187	46,3492	47,5079	48,6956	49,9130	51,1608	52,4398	53,7508	55,0946	56,4719
53.0	40,9659	41,9900	43,0398	44,1158	45,2187	46,3492	47,5079	48,6956	49,9130	51,1608	52,4398	53,7508	55,0946	56,4719	57,8837
53.5	41,9900	43,0398	44,1158	45,2187	46,3492	47,5079	48,6956	49,9130	51,1608	52,4398	53,7508	55,0946	56,4719	57,8837	59,3308
54.0	43,0398	44,1158	45,2187	46,3492	47,5079	48,6956	49,9130	51,1608	52,4398	53,7508	55,0946	56,4719	57,8837	59,3308	60,8141
54.5	44,1158	45,2187	46,3492	47,5079	48,6956	49,9130	51,1608	52,4398	53,7508	55,0946	56,4719	57,8837	59,3308	60,8141	62,3345
55.0	45,2187	46,3492	47,5079	48,6956	49,9130	51,1608	52,4398	53,7508	55,0946	56,4719	57,8837	59,3308	60,8141	62,3345	63,8928
55.5	46,3492	47,5079	48,6956	49,9130	51,1608	52,4398	53,7508	55,0946	56,4719	57,8837	59,3308	60,8141	62,3345	63,8928	65,4901
56.0	47,5079	48,6956	49,9130	51,1608	52,4398	53,7508	55,0946	56,4719	57,8837	59,3308	60,8141	62,3345	63,8928	65,4901	67,1274
56.5	48,6956	49,9130	51,1608	52,4398	53,7508	55,0946	56,4719	57,8837	59,3308	60,8141	62,3345	63,8928	65,4901	67,1274	68,8056
57.0	49,9130	51,1608	52,4398	53,7508	55,0946	56,4719	57,8837	59,3308	60,8141	62,3345	63,8928	65,4901	67,1274	68,8056	70,5257
57.5	51,1608	52,4398	53,7508	55,0946	56,4719	57,8837	59,3308	60,8141	62,3345	63,8928	65,4901	67,1274	68,8056	70,5257	72,2889
58.0	52,4398	53,7508	55,0946	56,4719	57,8837	59,3308	60,8141	62,3345	63,8928	65,4901	67,1274	68,8056	70,5257	72,2889	74,0961
58.5	53,7508	55,0946	56,4719	57,8837	59,3308	60,8141	62,3345	63,8928	65,4901	67,1274	68,8056	70,5257	72,2889	74,0961	75,9485
59.0	55,0946	56,4719	57,8837	59,3308	60,8141	62,3345	63,8928	65,4901	67,1274	68,8056	70,5257	72,2889	74,0961	75,9485	77,8472
59.5	56,4719	57,8837	59,3308	60,8141	62,3345	63,8928	65,4901	67,1274	68,8056	70,5257	72,2889	74,0961	75,9485	77,8472	79,7934

STEPS TO REORGANIZATION

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

1. When appropriate, the initiator (e.g., Vice President, Dean, Director) is strongly encouraged to seek departmental input prior to developing a reorganization plan.
2. The initiator will present a preliminary reorganization plan to the President/Chancellor for approval to proceed.
3. The initiator will develop a formal reorganization plan. Contents of the reorganization plan may include any of the following:
 - a. Proposed changes and rationale for change, overview, historical references, industry issues, legal issues, financial issues, service delivery, etc.
 - b. Current classified service positions affected (job titles, ranges, length of assignment, vacancies, etc.)
 - c. If applicable, the reorganization's impact on hours, wages, and working conditions
 - d. Anticipated effects of proposed changes
 - e. Budgetary considerations
 - f. Old and new department organizational charts
4. Notification is provided to CSEA and Human Resources, accompanied by the formal reorganization plan.
5. Within thirty (30) days, Human Resources will review affected positions and both Human Resources and CSEA will provide input to management.
6. A formal reorganization plan will be submitted to the Chancellor for final approval.
7. When the duties of a position in the bargaining unit have been changed due to redistribution of tasks and/or responsibilities that were approved by the College President or Chancellor, the Human Resources Officer shall review the affected positions within thirty (30) days of the reorganization.
 - a. The purpose of the Human Resources review is to determine if the duties are consistent with the current job classification, or if the duties have been changed, so as to have moved the position(s) into a new classification

- b. The Human Resources Officer prepares a recommendation, which is forwarded to the Chancellor/designee
- c. If the Chancellor determines that there is sufficient justification, then that recommendation is presented to the Board of Trustees
- d. All reclassification changes as a result of the reorganization shall become effective the date that the reorganization is fully implemented
- e. Employee(s) shall be moved to the step in the new classification corresponding to the step achieved in the old classification
- f. Annual increment increases will be based on the original hire date

8. Implementation.

APPENDIX
D

DISPLACEMENT CRITERIA
For use in determining Potential Options

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

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

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

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

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

APPENDIX
E

Excerpts from the Government Code

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

Excerpts from California Education Code

Section 20963.

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

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

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

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

Excerpts from California Education Code—Section 20963 (continued)

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

Section

70901.2.

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

Section

70902.

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

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

- (b) In furtherance of the provisions of subdivision (a), the governing board of each community college district shall do all of the following:

Excerpts from California Education Code—Section 70902. (continued)

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

Excerpts from California Education Code—Section 70902. (continued)

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

Excerpts from California Education Code—Section 70902. (continued)

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

Section
79020.

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

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

Excerpts from California Education Code—Section 79020. (continued)

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

Excerpts from California Education Code—Section 79020. (continued)

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

Excerpts from California Education Code—Section 79020. (continued)

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

Section
79021.

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

Section

88001. As used in this chapter the following terms mean:

- (a) "Classification" means that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employees in each such position, and the regular monthly salary ranges for each such position.
- (b) "Permanent," as used in the phrase "permanent employee," includes tenure in the classification in which the employee passed the required probationary period and includes all of the incidents of that classification.

Excerpts from California Education Code—Section 88001. (continued)

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

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

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

Section
88003.

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

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

"Short-term employee," as used in this section, means any person who is employed to perform a service for the district, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. Before employing a short-term employee, the governing board, at a regularly scheduled board meeting, shall specify the service required to be performed by the employee pursuant to the definition of "classification" in subdivision (a) of Section 88001, and shall certify the ending date of the service. The ending date may be shortened or extended by the governing board, but shall not extend beyond 75 percent of a school year.

Excerpts from California Education Code—Section 88003. (continued)

"Seventy-five percent of a college year" means 195 working days, including holidays, sick leave, vacation and other leaves of absences, irrespective of number of hours worked per day.

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

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

Section
88003.1

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

Excerpts from California Education Code—Section 88003.1 (continued)

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

Excerpts from California Education Code—Section 88003.1 (continued)

- (8) The potential for future economic risk to the community college district from potential contractor rate increases is minimal.
- (9) The contract is with a firm. A "firm" means a corporation, limited liability corporation, partnership, nonprofit organization, or sole proprietorship.
- (10) The potential economic advantage of contracting is not outweighed by the public's interest in having a particular function performed directly by the community college district.
 - (b) Notwithstanding any other provision of this chapter, personal services contracting shall also be permissible when any of the following conditions can be met:
 - (1) The contract is for new community college district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
 - (2) The services contracted are not available within community college districts, cannot be performed satisfactorily by community college district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the community college district.
 - (3) The services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements," shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.
 - (4) The policy, administrative, or legal goals and purposes of the community college district cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary hiring process. Contracts are

permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.

- (5) The nature of the work is such that the criteria for emergency appointments apply. "Emergency appointment" means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work. The method of selection and the qualification standards for an emergency employee shall be determined by the community college district. The frequency of appointment, length of employment, and the circumstances appropriate for the appointment of firms or individuals under emergency appointments shall be restricted so as to prevent the use of emergency appointments to circumvent the regular or ordinary hiring process.
 - (6) The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the community college district in the location where the services are to be performed.
 - (7) The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the community college district's regular or ordinary hiring process would frustrate their very purpose.
- (c) This section shall apply to all community colleges, including community college districts that have adopted the merit system.

Excerpts from California Education Code—Section 88003.1 (continued)

- (d) This section shall apply to personal service contracts entered into after January 1, 2003. This section shall not apply to the renewal of personal services contracts subsequent to January 1, 2003, where the contract was entered into before January 1, 2003, irrespective of whether the contract is renewed or rebid with the existing contractor or with a new contractor.

Section
88010.

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

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

Notwithstanding this section, a personnel commission and governing board, or a governing board in a nonmerit system district, by written rule, may provide for an upward salary

adjustment for any classified employee required to work out of classification for any period of time less than that required herein.

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

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

Section
88022.

No person shall be employed or retained in employment by a community college district who has been convicted of any sex offense as defined in Section 87010 or controlled substance offense

Excerpts from California Education Code—Section 88022. (continued)

as defined in Section 87011. If, however, any such conviction is reversed and the person is acquitted of the offense in a new trial or the charges against him or her are dismissed, this section does not prohibit his or her employment thereafter.

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

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

Section
88076.

- (a) The commission shall classify all employees and positions within the jurisdiction of the governing board or of the commission, except those which are exempt from the classified service, as specified in subdivision (b). The employees and positions shall be known as the classified service. "To classify" shall include, but not be limited to, allocating positions to appropriate classes, arranging classes into occupational hierarchies, determining reasonable relationships within occupational hierarchies, and preparing written class specifications.
- (b) The following positions and employees are exempt from the classified service:
 - (1) Academic positions.
 - (2) Part-time playground positions.
 - (3) Full-time students employed part time.
 - (4) Part-time students employed part time in any college work-study program or in a work experience education program conducted by a community college which is financed by state or federal funds.
 - (5) Apprentice positions.
 - (6) Positions established for the employment of professional experts on a temporary basis for a specific project by the governing board or by the commission when so designated by the commission.

Excerpts from California Education Code—Section 88076. (continued)

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

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

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

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

Section
87009.

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

Section
87010.

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

- (a) Any offense defined in Section 261.5, 266, 267, 285, 286, 288, 288a, 647.6, or former Section 647a, paragraph (2) or (3) of subdivision (a) of Section 261, paragraph (1) or (2) of subdivision (a) of Section 262, or subdivision (a) or (d) of Section 647 of the Penal Code.

Excerpts from California Education Code—Section 87010. (continued)

- (b) Any offense defined in former subdivision 5 of former Section 647 of the Penal Code repealed by Chapter 560 of the Statutes of 1961, or any offense defined in former subdivision 2 of former Section 311 of the Penal Code repealed by Chapter 2147 of the Statutes of 1961, if the offense defined in those sections was committed prior to September 15, 1961, to the same extent that such an offense committed prior to that date was a sex offense for the purposes of this section prior to September 15, 1961.
- (c) Any offense defined in Section 314 of the Penal Code committed on or after September 15, 1961.
- (d) Any offense defined in former subdivision 1 of former Section 311 of the Penal Code repealed by Chapter 2147 of the Statutes of 1961 committed on or after September 7, 1955, and prior to September 15, 1961.
- (e) Any offense involving lewd and lascivious conduct under Section 272 of the Penal Code committed on or after September 15, 1961.
- (f) Any offense involving lewd and lascivious conduct under former Section 702 of the Welfare and Institutions Code repealed by Chapter 1616 of the Statutes of 1961, if the offense was committed prior to September 15, 1961, to the same extent that such an offense committed prior to that date was a sex offense for the purposes of this section prior to September 15, 1961.
- (g) Any offense defined in Section 286 or 288a of the Penal Code prior to the effective date of the amendment of either section enacted at the 1975-76 Regular Session of the Legislature committed prior to the effective date of the amendment.
- (h) Any attempt to commit any of the above-mentioned offenses.
- (i) Any offense committed or attempted in any other state that, if committed or attempted in this state, would have been punishable as one or more of the above-mentioned offenses.

Excerpts from California Education Code—Section 87010. (continued)

Section

88026. The workweek of a classified employee, as defined in Section 88033 or Section 88076, shall be 40 hours. The workday shall be eight hours. These provisions do not restrict the extension of a regular workday or workweek on an overtime basis when such is necessary to carry on the business of the district. Nothing in this section shall be deemed to bar the district from establishing a workday of less than eight hours or a workweek of less than 40 hours for all or any of its classified positions.

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

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

Section

88040. (a) (1) Notwithstanding Section 88026, the governing board of a community college district may establish the workday and workweek schedules of classified employees with the concurrence of the employee organization, or in the absence of an employee organization, the concurrence of the affected employee.

Section

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

Excerpts from California Education Code—Section 88168. (continued)

employee and the other copy shall be signed and dated by the employee and returned to his or her supervisor.

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

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

APPENDIX

F

3K DISTRICT NOTICE TO CSEA OF NEW HIRES

3K1. The District shall provide CSEA notice of any newly hired employee, within thirty (30) days of date of hire, via ~~an~~ electronic mail. Please include the following information: full legal name, date of hire, classification, and site. (ADDED by MOU Jan. 24, 2018)

3L EMPLOYEE INFORMATION

3L1. "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit. (ADDED by MOU Jan. 24, 2018)

3L2. The District shall provide CSEA with contact information of the new hires. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service, on the last working day of the month in which they were hired. This contact information shall include the following items, with each field in its own column: (ADDED by MOU Jan. 24, 2018)

First Name; Middle initial; Last name; Suffix (e.g. Jr., III); Job Title; Department; Primary worksite name; Work telephone number; Work Extension; Home Street address (incl. Apartment #); City; State; ZIP Code (5 or 9 digits); Home Telephone number (10 digits); Personal cellular telephone number (10 digits); Personal email address of the employee; Employee ID; Hire date. (ADDED by MOU Jan. 24, 2018)

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District. (ADDED by MOU Jan. 24, 2018)

3L3. Periodic Update of Contact Information: The District shall provide CSEA with a list of all bargaining unit member's names and contact information of the last working day of September, January, and May. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or

service. This contact information shall also include the following information, with each field listed in its own column: (ADDED by MOU Jan. 24, 2018)

First Name; Middle initial; Last name; Suffix (e.g. Jr., III); Job Title; Department; Primary worksite name; Work telephone number; Work Extension; Home Street address (incl. Apartment #); City; State; ZIP Code (5 or 9 digits); Home Telephone number (10 digits); Personal cellular telephone number (10 digits); Personal email address of the employee; Employee ID; Hire date. (ADDED by MOU Jan. 24, 2018)

3M NEW EMPLOYEE ORIENTATION

3M1. "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. (ADDED by MOU Jan. 24, 2018)

3M2. The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) day's notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. (ADDED by MOU Jan. 24, 2018)

3M2a. In the event the District conducts a group orientation, CSEA shall have thirty (30) minutes of paid release time for one (1) CSEA representatives, including the Chapter President or designee, to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientations session. (ADDED by MOU Jan. 24, 2018)

3M2b. In the event the District conduct one-on-one orientations with new employees, CSEA shall have fifteen (15) minutes of paid release time for one (1) CSEA representative to conduct the orientations session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session. (ADDED by MOU Jan. 24, 2018)

Notwithstanding the above, CSEA shall be given 10 days' notice of its opportunity to conduct its orientation meeting with new employee. At its discretion CSEA may arrange to conduct its orientation meeting at any time during the 10-day period after the notice is received. The parties agree that this notice shall satisfy the notice requirements of this agreement. (ADDED by MOU Jan. 24, 2018)

3M2c. The District shall include the CSEA membership application and a CSEA provided link for an electronic application, in any employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of the CSEA membership application to the District for distribution. (ADDED by MOU Jan. 24, 2018)

3M2d. The orientation session shall be held on District property and the employee shall be compensated for attendance. (ADDED by MOU Jan. 24, 2018)

3M2e. During CSEA's orientation session, no District manager or supervisor or non-unit employee shall be present. (ADDED by MOU Jan. 24, 2018)

3N GRIEVANCE

3N1. Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be subject to the grievance and arbitration provisions of the current Collective Bargaining Agreement between the parties except as follows:

3N1a. Definition of a grievance- Any alleged violation, misinterpretation, or misapplication of the terms of this agreement.

3N1b. Only CSEA has the ability to grieve this agreement.

3N1c. Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be resolved in expedited binding arbitration. The parties shall mutually select an arbitrator available during this time period. (ADDED by MOU Jan. 24, 2018)

3O DURATION OF AGREEMENT

301. Term: This agreement shall remain in full force and effect from the date this Agreement is signed, through June 30, 2018 and shall be automatically renewed from year to year unless either party serves written notice upon the other by May 1st, of its desire to modify the Agreement. The provisions of this Agreement shall remain in effect until the negotiations of a new Agreement is completed. In the event an agreement is not reached within sixty (60) days after the demand to negotiate, either party can make a demand for interest arbitration. The cost of arbitration will be split equally between the parties. (ADDED by MOU Jan. 24, 2018)

302. Savings Clauses: If during the life of the Agreement there exists any applicable law, rule, regulation or order issues by governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the Agreement that is invalidated in accordance with this Article shall be opened for negotiations with in thirty (30) days of the invalidation. (created by MOU Jan. 24, 2018)

APPENDIX

G

MEMORANDUM OF UNDERSTANDING AND AGREEMENT
BY AND BETWEEN
KERN COMMUNITY COLLEGE DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTERS 246, 336, 617
2/27/19

This Memorandum of Understanding (MOU) is entered into by and between the KERN COMMUNITY COLLEGE DISTRICT (District) and the California School Employees Association and its Chapters 246, 336 and 617 (CSEA). The parties have reached agreement on the provisions set forth below.

Article Seven-Classified Compensation

This agreement constitutes an understanding of the conditions for classified employees in the bargaining unit who accept adjunct assignments within the KCCD.

Classified employees may teach on a part-time basis pursuant to the following procedures:

1. The employee must meet the minimum qualifications as outlined in the current handbook provided by the State Chancellor's office related to the particular discipline covering the adjunct teaching assignment.
2. The employee has applied for an adjunct teaching assignment and been approved for the assignment pursuant to normal District practices.
3. The employee's compensation for adjunct faculty teaching shall include one (1) hour per week per class for grading and preparation.
4. If the employee's regular classified assignment is declared exempt from the FLSA overtime by District Human Resources, then no overtime requirements apply, and the employee shall be placed on the appropriate level on the part-time faculty salary schedule.
5. Classified employees who work an adjunct teaching assignment must perform all work related to that assignment outside their regularly scheduled work hours.
6. In no circumstances shall classified employees be allowed to adjust their normal work year calendar to perform adjunct teaching assignments.
7. Classified employees shall not be allowed to provide adjunct teaching assignments as volunteers.
8. Classified employees shall not teach, prepare, grade, hold office hours or perform any adjunct faculty duties while working as a classified employee.
9. All Request for Approval of Adjunct Teaching Assignments for Classified Employee forms shall be submitted by the hiring department to College Human Resources for review and approval. The request to utilize the classified employee shall be submitted in a timely manner to ensure that all necessary required FLSA calculations and determinations can be made prior to the employee beginning the adjunct teaching assignment.

Adjunct Faculty Overtime Calculation:

The employer is required to calculate the appropriate overtime rate for a classified employee by using a defined calculation method, as illustrated in the following example:

Weekly compensation calculation:		
Monthly salary conversion: $(\$3500 \times 12) / 52$	=	\$807.69
Weekly faculty assignment $\$60.00 \times 3$ hours	=	\$180.00
Total weekly regular rate of pay:	=	\$987.69
Hourly regular rate of pay: $\$987.69 / 43$	=	\$22.97
One-half (1/2) "overtime" increment: $\$22.96/2$	=	\$11.48
Additional amount owed for the week: $\$11.48 \times 3$	=	\$34.45
Employee's adjunct rate: $\$60 + \11.48	=	\$71.48

The result is that the college employer must compensate the classified employee who accepts an adjunct faculty position at a higher rate than the college is required to compensate other adjunct faculty members.

The requirement for a community college employer to pay overtime to a classified employee who accepts an adjunct faculty assignment only applies if the classified employee accepts an adjunct faculty assignment with their own employer. FLSA overtime provisions do not apply to classified employees who accept an adjunct faculty assignment from a community college employer who does not employ the classified employee as a part of their classified staff.

The parties agree that the terms of this MOU are non-precedential and will not constitute any waiver of any rights not specifically addressed in this agreement. The provisions of this MOU between the District and the CSEA are made expressly pursuant to the Educational Employment Relations Act. The Parties agree to execute any further documents necessary to effectuate this MOU.

By affixing their signatures to this MOU, the parties acknowledge that the matters set forth are agreed. The signatories signify that they are the authorized representatives of the District and CSEA and are the proper parties to this Agreement.

This MOU is made the 27th day of February 2019, in Bakersfield, California.

//

Kern Community College District

Tracy Davis

California School Employees
Association

Tracy Davis
Chapter 206
Justina & Michael
Perrell & Lita
Andrew Steiner, LRR

