AGREEMENT BETWEEN

ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT

AND THE

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

AND ITS

ALLAN HANCOCK COLLEGE CHAPTER #251

EFFECTIVE

JULY 1, 2026 through JUNE 30, 2029

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ARTICLE 1: RECOGNITION

1.1 Recognition of Bargaining Unit and Position Titles

The Allan Hancock College Joint Community College District, hereinafter referred to as the "District" or "district" recognizes the California School Employees Association and its Allan Hancock College Chapter #251, hereinafter referred to as "CSEA" or the "Association" as the sole and exclusive bargaining agent for classified employees occupying classes listed in Appendix A.

1.2 Positions Excluded From the Bargaining Unit

All management, supervisory, confidential, substitute and short-term (as defined in Ed Code 88003), professional experts, certificated (faculty), and student employees shall be excluded from the unit. See definitions in Appendix C.

1.3 Other Positions Excluded

1.3.1 Employees who are not part of the classified service:

- Auxiliary programs corporation employees
- AHC Foundation employees

1.3.2 The district shall seek consultation with CSEA regarding the determination of new and vacant confidential and supervisory positions. All disputes will be submitted to Public Employment Relations Board (PERB).

1.4 Recognition of the District Board of Trustees

The CSEA in turn, recognizes the College District Board of Trustees as the duly elected representatives of the people and agrees to negotiate exclusively with the District Board of Trustees or designated representative through the provisions of Government Code Section 3540, et seq.

ARTICLE 2: NON-DISCRIMINATION

2.1 Discrimination Prohibited

No employee in the bargaining unit shall in any way be favored, subjected to abusive conduct (CA GOV 12950.1(h)(2)), or discriminated against in wages, hours, or other terms and conditions of employment because of their political opinion or affiliations, union affiliation, ethnic group identification, race, color, religion, gender, national origin, ancestry, age, disability, medical condition, status as a military veteran, marital status, sexual orientation, or any other legally protected category.

ARTICLE 3: MANAGEMENT RIGHTS AND RESPONSIBILITIES

3.1 Management Rights

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of California, and of the United States, including, but without limiting the generality of the foregoing, the right:

3.1.1 The executive management organization and administrative control of the district and its properties and facilities, and the activities of its employees;

3.1.2 To direct the work of its employees, determine the time and hours of operations and determine the kinds and levels of services to be provided and the methods and means of providing those services including entering into contracts with private vendors for services;

3.1.3 To hire all employees, and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to promote, assign, and transfer all such employees;

3.1.4 To establish educational policies, goals and objectives; to ensure the rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of district operations; and

3.1.5 To build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency.

3.2 Exercise of Management Rights

3.2.1 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of California and the Constitution and laws of the United States. The exercise of the foregoing rights of the Board shall not be subject to review or determination through the provisions of the grievance procedure, Article 7.

3.2.2 The district requires that each employee advise the office of Human Resources of their current home address and mailing address if different and phone number.

3.3 Policy Modifications in Case of Emergency

The district retains its right to amend, modify or rescind policies and practices referred to in this article in case of emergency declared by the government, board, or superintendent/president. For purposes of this article emergency shall include disasters resulting from storms, flood, fire or other calamitous events which affect the health, safety, convenience and welfare of the public or college or as defined by Santa Barbara County or the State of California.

Such action will be restricted to the period in which the emergency exists as determined by the District. Where an emergency is declared, the District shall notify CSEA as soon as possible and shall consult with CSEA within five (5) business days of notification.

3.4 Contracting Out

3.4.1 The District is authorized to contract out services currently or customarily performed by the bargaining unit employees as allowed in Ed Code 88003.1 and Public Contract Code 20655 and 20656.

3.4.2 Notice to CSEA: In the event the district is considering contracting out services currently or customarily performed by the bargaining unit employees , the district will notify the CSEA chapter president, or designee, in writing.

3.4.2.1 Such notice shall include scope, duration and cost of the work and be provided sufficiently in advance to allow for discussion, if necessary, unless in the case of emergency as defined in Ed code.

3.4.2.2 The District will follow the notice period as defined in AB 339 regarding Request for Proposals (RFP) and Request for Quotes (RFQ), or renewing or extending an existing contract to perform services that fall within the scope of work of existing job classifications.

3.4.2.3 In emergencies or exigent circumstances that prevent the District from providing requisite notices under AB 339, the District will provide notice as soon as practicable under the circumstances.

3.4.2.4 Services for public works, software or data services that directly support public works, and services that involve planning, designing, administering, overseeing, or delivering public works projects, buildings, and infrastructure are exempt from requisite notices.

3.4.2.5 If the notice requirements set forth in AB 339 do not apply, the District is not required to follow those specific notice provisions

but will still provide reasonable notice under the circumstances.

3.4.3 If Education Code Section 88003.1 is modified during the term of this contract, the amended code shall supersede Section 3.4. If Education Code Section 88003.1 is repealed, the entire Section 3.4 will be deleted from the agreement and replaced with the following language (new 3.4 if law is repealed):

3.4.3.1 The district agrees that it will meet and negotiate with CSEA before deciding to contract out work normally and customarily performed by bargaining unit employees if contracting out would displace a classified employee.

3.4.3.2 The district agrees that it will meet and negotiate with CSEA before deciding to contract out work normally and customarily performed by bargaining unit employees if contracting out would displace a classified employee.

ARTICLE 4: ASSOCIATION RIGHTS

4.1 Bulletin Boards and Mail Boxes

CSEA shall have the right to use without charge the bulletin board space provided for communication with bargaining unit employees at work sites. Prior to any change in the location of a bulletin board or the installation of a new bulletin board, the district will meet with CSEA. CSEA is authorized to place CSEA communications in college mailboxes for distribution to bargaining unit employees. Any material to be posted must be dated and must identify the Association as the source of the material. A copy of any material for general distribution to CSEA bargaining unit employees will be provided to the director of human resources.

4.2 Mail System

The district authorizes the association to place CSEA communications in the college internal mail system for distribution to bargaining unit employees. A copy of any material for general distribution to CSEA bargaining unit employees will be provided to the director of human resources at time of distribution. Any use of the electronic communications system will be governed by Board Policy 3720 and by Administrative Procedure 3720.

4.2.1 CSEA Allan Hancock College Chapter 251 and its representatives have the right to use the district email system for association purposes; to send and receive emails both internally and externally. This shall include the right to send email communications to all bargaining unit employees, as long as such use does not interfere with the college business purpose of email or the work production of any college employee.

4.3 Documents

4.3.1 The district shall make available prior to each monthly meeting of the board of trustees a complete agenda for the current meeting

4.3.2 The district shall provide to CSEA, upon request, a copy of other college produced documents, excluding confidential communications, which can reasonably be expected to have an impact on the implementation and administration of this agreement.

4.3.3 Upon request, the district shall provide CSEA with necessary and relevant bargaining unit information.

4.4 Release Time

Purpose	Release Time
4.4.1 CSEA Annual Conference	5 days for appointees
4.4.2 Chapter Business and Release Time	Up to 5 hours/week per officer
4.4.3 Release Time for Negotiations	Reasonable release time to participate in negotiations for 6 employees
4.4.4 Council Memberships	Release time for scheduled meetings
4.4.5 CSEA Hour	2 hours twice a year
4.4.6 Grievance/Labor Relations Release Time	Reasonable release time to resolve complaints/grievances
4.4.7 Union Stewards	Reasonable release time to resolve complaints/grievances

4.4.1 ***CSEA Annual Conference***

The district agrees to provide five (5) days of release time without loss of regular salary, to three CSEA appointed delegates to attend CSEA annual conference. CSEA shall provide sixty (60) calendar days advance written notice to the district designating the delegates to be released.

4.4.2 ***Chapter Business and Release Time***

CSEA agrees that all chapter business shall be conducted at other than the regular working hours of bargaining unit employees, except as set forth below. CSEA business may be conducted during a bargaining unit employee's rest breaks not to interfere with college business or the instructional program. The district will provide CSEA chapter executive board members up to a total of five hours per week of release time to conduct CSEA Chapter 251 business during the life of this agreement. Release time, when used, should be taken at a time so as not to interfere with college business or instructional programs.

4.4.2.1 CSEA Chapter 251 business is defined as meetings with district administrators and/or supervisors regarding employer-employee relations as well as with bargaining unit employees regarding the terms and conditions of employment covered by the agreement between the district and CSEA Chapter 251.

4.4.2.2 The chapter officer shall notify their immediate supervisor in writing at least 24 hours in advance, except in extenuating circumstances, when they will be leaving the job site for chapter business. If the chapter officer will be meeting with another bargaining unit

employee, they shall notify that employee's immediate supervisor in writing at least 24 hours in advance except in extenuating circumstances.

4.4.2.3 If, as determined by the immediate supervisor, an adequate level of service cannot be maintained in the absence of either the chapter officer or the bargaining unit employee, CSEA business will be conducted at another time.

4.4.2.4 It is not the intent of section 4.4.2 to waive any protections under the law.

4.4.3 ***Release Time for Negotiations***

CSEA shall have the right to designate up to six (6) employees who shall be given reasonable release time to prepare and participate in negotiations.

4.4.4 ***Council Membership***

CSEA will make all appointments of classified employees in the bargaining unit to serve as CSEA representatives on all shared governance councils and committees as defined in the Councils and Committees Pathways to Decisions (CCPD).÷

4.4.4.1 Committee Membership: Under each council may be a series of standing committees, subcommittees, and task forces. Unit member participation on those committees will be based on work knowledge and/or appointments by CSEA.

4.4.4.2 It is recommended that a bargaining unit employee not serve on more than one council, or two standing committees, subcommittees, or task forces during any fiscal year. This restriction does not apply if the employee serves on their own time rather than district time. The amount of time spent in participation should be reasonable and not interfere with work performance.

4.4.4.3 Bargaining unit members have the responsibility to notify their supervisor of their appointment to a council, committee, and/or taskforce and include a schedule of all meetings.

4.4.4.4 The district Safety Committee shall include proportional representation from CSEA. The committee shall review health, safety, sanitation and working conditions to ensure compliance with Article 20.1. The committee shall make recommendations to the district concerning improvements in health, safety, sanitation, and working conditions.

4.4.4.5 Release time: The bargaining unit members of the committee

shall be allowed reasonable release time to attend meetings of the committee or related activities.

4.4.5 ***CSEA Hour***

Twice a year, the district agrees the association shall be granted no more than two hours for the purpose of an informational meeting for all bargaining unit employees so long as it is not disruptive to campus operations. CSEA shall be responsible for notifying the human resources director of the time and date of the meeting.

4.4.6 ***Grievance/Labor Relations Release Time***

The Chapter 251 President or other Chapter 251 officers shall have reasonable release time for processing or resolving grievances or other district/CSEA labor relations matters in accordance with the provisions of Article 4.4.7.

4.4.7 ***Union Stewards***

It is agreed that CSEA in appointing such representatives does so for the purpose of promoting an effective relationship between the district and employees by helping to settle problems at the lowest level of supervision.

4.4.7.1 Selection of Union Stewards

CSEA will designate the method of selection of Union Stewards. CSEA will notify the district in writing of the names of not more than eight (8) Union Stewards and the group or groups they represent. If a change is made, the district (director, human resources) will be advised in writing of such change.

4.4.7.2 Duties and Responsibilities of Union Stewards

The following will be understood to constitute the duties and responsibilities of Union Stewards:

After notifying their immediate supervisor as much in advance as possible, a union steward will be permitted to leave their normal work area during reasonable times in order to process grievances. The union steward will advise the supervisor and the grievant of their presence. The union steward is permitted to discuss any problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure.

4.4.7.3 CSEA Staff Assistance

Union Stewards will be entitled to seek and obtain assistance from

CSEA staff personnel at any time, i for the purpose of processing grievances and matters related thereto and other reasons relating to wages, hours, and terms and conditions of employment covered by this agreement.

4.5 Distribution of Contract

Within forty-five (45) days after the execution of this contract, the district shall post the Agreement and/or Amendments to the Agreement on the AHC website and the myHancock portal. Hard copies shall be provided to the CSEA Executive Board Members, negotiating team members, and new employees. Copies will also be provided to individual bargaining unit employees upon request.

4.6 Facility Use

The district authorizes CSEA Chapter 251 to use college classroom facilities at no charge unless extra cost is incurred for reasonable and lawful purposes at times other than normal working hours and hours of student instruction as long as CSEA submits the proper facility use form to the district and receives district approval.

4.7 Equipment Use

The District authorizes CSEA to use college office and duplicating equipment as long as the use of such equipment does not interfere with student instruction or work production, and CSEA pays the cost of materials and supplies associated with equipment use. To capture the cost of the materials, copies should be made through Campus Graphics.

4.8 Telephone

The district authorizes CSEA to use district telephones (excluding fax machines) so long as calls are placed only to college work sites and that use of telephone equipment does not interfere with the college business purposes of telephone equipment or the work production of any bargaining unit employee. Long distance telephone calls will not be made from district telephones unless circumstances make a call essential, and in such cases the call will be logged in advance with the district administrative services office which will bill CSEA for the cost.

4.9 Access to Work Areas

CSEA shall have the right of access at reasonable times to areas in which employees work.

4.10 New Employee Orientation

The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice shall be provided in a specific instance where there is an urgent need that was not reasonably foreseeable.

(a) In the event the District conducts a group orientation, CSEA shall have one (1) hour of paid release time for one (1) CSEA representative or the Chapter President or designee, to conduct the CSEA orientation session. The CSEA labor Relations Representative may also attend the orientation session.

(b) In the event the District conducts one-on-one orientations with new employees, CSEA shall have thirty (30) minutes of paid release time for one (1) CSEA representative to conduct their portion of the orientation session. The CSEA Labor Relations Representative may also attend the orientation session.

(c) The orientation session shall be held on District property during the normal working hours of the office of Human Resources.

(d) Employees already in a paid status during the time of orientation shall be paid for the time spent in orientation.

(e) During CSEA;s orientation session, no District manager or supervisor or non-unit employee shall be present. The District shall provide information consistent with AB 119 at the end of the month in which new classified bargaining unit members are hired.

4.11 Notice of CSEA Executive Board Members

CSEA will provide the district (director, human resources) with a list of CSEA, Chapter 251 Executive Board members, including Union Stewards, in the month of January of each year. If a change is made, the district will be advised in writing of such change.

ARTICLE 5: ORGANIZATIONAL SECURITY

5.1 Payroll Deductions

The District agrees to deduct from the pay of each eligible Association member covered by this agreement the regular association membership dues.

5.1.1 Membership Dues

a. 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 maintaining dues authorization forms for bargaining unit members.

b. 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.

c. CSEA is responsible for notifying the District in writing of new members and/or withdrawal of membership by any bargaining unit employee.

d. 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.

e. The Districts managers, supervisors and confidential employees shall be neutral regarding employees' decisions to belong to an employee organization or participate in the activities. Managers, supervisors and confidential employees shall refer any questions regarding membership to CSEA.

f. The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing fifteen (15) days or more after such submission.

g. CSEA shall not charge the District for membership dues deductions.

5.1.2 Hold Harmless

CSEA shall defend and indemnify the District for any claims arising from its compliance with this article made by the employee for deductions made in reliance on information provided by CSEA to the District to cancel or change membership dues authorization. The District shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization. Regardless of the outcome, CSEA will indemnify and financially hold harmless the District.

ARTICLE 6: PERSONNEL FILES/EVALUATIONS

6.1 Personnel Files

6.1.1 The official personnel file of each bargaining unit employee shall be maintained in the district's human resources office.

6.1.2 The official personnel file shall be limited to include copies of each official performance evaluation, notice of employment or change in status, official commendations when noted in or attached to the performance evaluation, reprimands, warnings when attached to an official reprimand, and such other documents which may be deemed appropriate by the district.

6.1.3 Employees shall be provided with copies of any written material ten (10) workdays before it is placed in the employee's official personnel file. An employee is entitled to respond to the material within those ten (10) workdays. The written response shall be attached to the material. Within the ten (10) working days, an employee and/or union representative may request, in writing, a meeting with the director of human resources, regarding the material.

An employee may use up to one (1) hour of duty time to prepare a response to the material, scheduled with the approval of the immediate supervisor.

Any material related to a disciplinary action placed in the file will be done in compliance with Article 19.5.1.

6.1.4 Bargaining unit employees shall receive reasonable release time to examine the contents of their official personnel file. A bargaining unit employee upon request may receive a copy of any document in the official personnel file.

6.1.5 All bargaining unit employee personnel files shall be kept in confidence in the human resources office and shall be available for inspection only by authorized employees of the district (the immediate supervisor, human resources) in the proper administration of the district's affairs or the supervision of the employee. Other personnel may be allowed access with the written permission of the employee.

The district shall keep a log of the persons with the exception of the personnel administration who have examined a personnel file as well as the date such examinations were made. Such log and the employee's personnel file shall be available for examination by the employee or their CSEA representative if authorized in writing by the employee. The log shall be maintained in the employee's personnel file.

6.1.6 Any materials placed in the personnel file shall contain the date on which such

material was originated and the name of the person who originated the document.

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

6.2 Evaluation Timeframe

6.2.1 *Probationary Employees(excluding police officers and dispatchers):*

6.2.1.1 New employees of the district shall serve a six (6) month or 130 days of paid service probationary period before becoming permanent.

6.2.1.2 Probationary bargaining unit employees shall be evaluated at least twice during their six-month probationary period, except in the case of extenuating circumstances.

6.2.1.3 Employees who have been employed by the district for six(6) months or more but who are promoted shall serve a probationary period of six

(6) months in the new position. Bargaining unit employees shall be evaluated two (2) times during the six (6) month probationary period, usually during the 3rd month of their assignment, and again prior to the completion of their six (6) month probationary period.

6.2.1.4 Any employee who is unsuccessful in passing a promotional probationary period because of the employee's performance shall have reversion rights to their former or equivalent position. If neither the employee's previous position nor an equivalent position is available, the employee will have the right of first refusal to the next opening in an equivalent position. Upon reverting back to their former or equivalent position, the employee shall receive the former salary, work hours and monthly assignment.

6.2.2 *Permanent Employees:*

6.2.2.1 Permanent bargaining unit employees will be evaluated annually and may be evaluated more frequently as deemed necessary by the employee's immediate supervisor.

6.2.2.2 Evaluations that are outside normal evaluation periods are

considered “off-cycle” and used to address poor performance.

6.2.3 Probationary Police officers and dispatchers:

6.2.3.1 New police officers and dispatchers of the district will service a one-year probationary period before becoming permanent.

6.2.3.2 Probationary police officer and dispatcher bargaining unit employees shall be evaluated three times during the initial probationary period during the 3rd, 6th and 9th month of their assignment, except for extenuating circumstances, and then at their one-year schedule evaluation period.

6.2.3.3 Police officers and dispatchers who have been employed by the district for one year or more but who are promoted shall serve a probationary period of six (6) months in the new position. Bargaining unit employees shall be evaluated two (2) times during the six (6) month probationary period, usually during the 3rd month of their assignment, and again prior to the completion of their six (6) month probationary period.

6.2.3.4 Any police officer or dispatcher who is unsuccessful in passing a promotional probationary period because of the employee’s performance shall have revision rights to their former or equivalent position. If neither the employee’s previous position nor an equivalent position is available, the employee will have the right of first refusal to the next opening in an equivalent position. Upon reverting back to their former or equivalent position, the employee shall receive the former salary, work hours and monthly assignment.

6.3 Evaluation Process for All Employees

6.3.1 The Classified Performance Evaluation online form(Appendix D) is the only evaluation form to be used in completing classified staff evaluations. The Campus Police Officer Evaluation online form(Appendix E) shall be used to evaluate campus police.

6.3.2 Additional information and instructions can be found in the District portal.

6.3.3 The evaluation will be based upon the observation and/or investigation by the evaluator. Evaluations will be done only by the employee’s immediate supervisor. If the current immediate supervisor has not been in this position for at least half of the evaluation period, the evaluation will be done in consultation with the next line level supervisor. The next line level supervisor should include observations from employees who have worked directly with the bargaining unit employee.

6.3.4 Any evaluation with an “improvement needed” or “unsatisfactory” rating in any category shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made.

6.3.4.1 Unless otherwise stated or agreed, employees have thirty (30) days to correct deficiencies in categories marked as “improvement needed” or “unsatisfactory”.

6.3.4.2 Progress on categories where “improvement needed” or “unsatisfactory” are indicated will be documented utilizing an “off-cycle” evaluation.

6.3.5 For evaluation purposes, “immediate supervisor” is defined as the lowest level supervisor/manager assigned to supervise the employee. In the absence of the immediate supervisor/manager, the next line level supervisor will serve as the evaluator.

6.3.6 No evaluation of any employee shall be placed in any personnel file without the opportunity for discussion between the employee and the evaluator. Each bargaining unit employee shall be required to sign a copy of the evaluation, which shall be retained by the district. The immediate supervisor shall provide a signed copy of the evaluation to the bargaining unit employee.

6.3.7 The bargaining unit employee's signature on the evaluation does not necessarily signify concurrence with the evaluation. A bargaining unit employee not in agreement with the evaluation report shall have the right to respond to such evaluation in writing within ten (10) working days from the date the employee received evaluation from their immediate supervisor.

6.4 Grievance

6.4.1 The provisions of Article 7, Grievance Procedure, shall not apply to Section 6.2 and 6.3. However, an employee and/or union representative may request, in writing, a meeting with the director of human resources regarding the evaluation timeframe and process (Sections 6.2 and 6.3).

ARTICLE 7: GRIEVANCE PROCEDURE

7.1 Definitions

7.1.1 A "grievance" is an allegation by a grievant that they have been adversely affected by a misinterpretation, misapplication or violation of a specific provision of this Agreement.

7.1.2 A "grievant" is any bargaining unit employee and/or CSEA.

7.1.3 A "working day" is any day in which the district business offices are open for business.

7.1.4 The "immediate supervisor" is the lowest level supervisor/manager assigned to supervise the grievant.

7.2 Grievant Rights

A grievant may withdraw a grievance at any step of the grievance procedure by serving written notice of the withdrawal to the manager at the respective level. The parties agree to encourage the handling of grievances in as informal, timely, and confidential manner as possible. A grievant shall receive paid release time to attend scheduled meetings with management for grievance resolution within the procedures of this article.

7.3 Informal Level, Immediate Supervisor

Before filing a formal written grievance, the grievant shall attempt to resolve it by scheduling and attending an informal conference with their immediate supervisor. The bargaining unit employee may be accompanied by their CSEA representative at informal grievance resolution meetings with the immediate supervisor(s), and at any other level.

7.4 Formal Level, Level I, Immediate Supervisor

7.4.1 Within 45 working days after the occurrence of the act or omission giving rise to the grievance or the date on which the grievant should have reasonably known of the act or omission, the grievant shall present their grievance in writing on the District Classified Grievance Form to their immediate supervisor.

7.4.2 This statement shall be a clear, concise statement of the circumstances giving rise to the grievance, citation of the specific article, section, and paragraph of this agreement that is alleged to have been violated, the decision rendered at the informal conference, and the specific remedy sought.

7.4.3 The supervisor or designee shall communicate their decision to the bargaining unit employee in writing within ten (10) working days after receiving the grievance. A failure on the part of the supervisor to communicate their

decision within this time period shall automatically refer the grievance to Level II.

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

7.4.5 If the grievant is not satisfied with the decision of the supervisor at Level I, they may within ten (10) working days submit an appeal of the decision to Level II.

7.5 Formal Level, Level II, Next Level Manager(s)

7.5.1 An appeal of the grievance from Level I shall be submitted to the next level manager on the District Classified Grievance Form. The appeal shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal. The next level manager shall submit to the grievant a decision within ten (10) working days of the receipt of the appeal. A failure on the part of the next level manager to communicate their decision within this time period shall automatically refer the grievance to Level III.

7.5.2 Within the above time limit, either party may request a personal conference.

7.5.3 Once the grievant has submitted the Level II appeal, and if additional levels of supervision exist, all levels of line supervision may be involved in the decision.

7.5.4 If the grievant is not satisfied with the decision of the next level manager, the grievant may, within ten (10) working days, submit an appeal of the decision to Level III.

7.6 Formal Level, Level III, Grievance Officer

7.6.1 An appeal of the grievance from Level II shall be submitted to the district grievance officer or district designee on the District Classified Grievance Form. The appeal shall include a copy of the original grievance, the decision rendered at Level I and Level II, and a clear, concise statement of the reasons for the appeal. The district grievance officer or designee shall submit to the grievant a decision within ten (10) working days of the receipt of the appeal. A failure on the part of the district grievance officer or designee to communicate their decision within this time period shall automatically refer the grievance to Level IV.

7.6.2 Within the above time limit, either party may request a personal conference.

7.6.3 If the grievant is not satisfied with the decision at level III, the grievant may request CSEA to submit it to Level IV on their behalf.

7.6.4 Only upon agreement by CSEA and the grievant shall the grievance go forward to Level IV.

7.7 Formal Level, Level IV, Mediation

7.7.1 CSEA shall, on behalf of the grievant, request a mediator from the California State Mediation and Conciliation Service within ten (10) working days of the receipt of the Level III decision.

7.7.2 Within the above time limit, either party may request a personal conference.

7.7.3 If there is no resolution from mediation, then CSEA may submit the grievance to Level V.

7.8 Formal Level, Level V, Advisory Arbitration

7.8.1 Arbitrated Grievance: If CSEA is not satisfied with the decision at Level IV, CSEA may submit the grievance to arbitration on the District Classified Grievance Form. As soon as possible, the district and CSEA shall select an arbitrator from the California State Mediation & Conciliation Service by the method of alternate striking from a list of arbitrators supplied by the C.S.M. & C.S. The request for such list shall be made by the district within five (5) working days of the receipt of the District Classified Grievance form notifying the district of the intent to move to arbitration.

7.8.2 The striking and resultant request for an arbitration hearing date shall be made by the district and CSEA as soon after receipt of the arbitrator list as possible.

7.8.3 The arbitrator shall render a recommendation to the Board of Trustees as soon as possible. With the agreement of the grievant, a request may be made for a hearing bench decision. The arbitrator shall not have the authority to delete, add to, or otherwise modify the provisions of this agreement. The arbitrator's authority shall be limited to deciding whether the district has violated, misinterpreted or misapplied the referred to express provision of this agreement and such decision shall not imply obligations and conditions to restrict the district in its administration of the terms of this agreement; it being understood that any matter not specifically set forth herein remains within the management rights of the district.

7.9 Formal Level, Level VI, Board of Trustees

7.9.1 The decision of the arbitrator within the limits herein prescribed shall be in the form of a recommendation to the Board of Trustees. The board shall undertake review of the advisory recommendation at its next regularly scheduled meeting and take formal action accepting or rejecting the advisory recommendations. If either party files a request for a review with the board at least ten(10) working days before the board meeting, then the board shall permit oral arguments by representatives of the parties, but only in the presence of one

another. The board shall then render a decision on the matter, which decision shall be final and binding on all parties.

If the board does not render such a decision within thirty (30) working days of the board meeting then it shall be deemed to have adopted the recommendations of the arbitrator.

7.9.2 The fees and expenses of the arbitrator shall be borne equally by the district and the association.

7.10 Employee Processed Grievance

An employee covered by this agreement may present a grievance directly and have such grievance adjusted without intervention of CSEA as long as the adjustment is not inconsistent with the terms of this agreement. CSEA shall be provided copies of any grievances filed by employees directly and any responses by the district. Prior to any resolution of any grievance, CSEA shall be provided with a copy of the proposed resolution for review.

7.11 Association Grievance

If a grievance involves the same grievable issues and the same or similar facts and/or the employees grieving have different immediate supervisors, and/or the grievance involves an alleged district-wide misinterpretation of this agreement, the grievance may be submitted by CSEA on the group's behalf at Level III.

7.12 Grievance Witnesses

The district shall grant reasonable release time to any district employee who is a witness in connection with the grievance procedure. Said employee shall be placed on an on-call status as a witness, and shall return to work immediately after their testimony is taken.

7.13 Separate Grievance File

All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file and shall be maintained by the Director of Human Resources and be available for inspection only by the employee or their designee and the Director of Human Resources.

ARTICLE 8: HOURS, OVERTIME, AND ALLOWANCES

8.1 Work Year

The normal work year shall begin on July 1 and end twelve (12) months later on June 30. Certain positions have been designated as having a work year of nine, ten, or eleven months.

8.1.1 *Nine Month Employee:* For nine (9) month employees the normal work year shall have three (3) months or three (3) 20 consecutive non-work day periods without pay each year as assigned by the district, provided there is no reduction in the employee's current number of paid days.

8.1.2 *Ten Month Employee:* For ten (10) month employees the normal work year shall have two (2) months or two (2) 21 consecutive non-work day periods without pay each year as assigned by the district, provided there is no reduction in the employee's current number of paid days.

8.1.3 *Eleven Month Employee:* For eleven (11) month employees the normal work year shall have one (1) month or one (1) 22 consecutive non-work day period without pay each year as assigned by the district, provided there is no reduction in the employee's current number of paid days.

8.1.4 *Children's Center Employees:* Employees in the Children's Center shall be permitted to take their non-workday period non-consecutively and shall follow the Children's Center's annual calendar.

8.2 Standard Workweek and Workday

8.2.1 The standard workweek for full-time employment shall be five (5) consecutive days, determined by the district as not less than thirty-seven (37) hours per week. The standard workday for full-time bargaining unit employees shall consist of not less than seven (7) nor more than seven and one half (7.5) hours per day. Employees are required to report for duty at the assigned time.

Part-time Work in Excess of Assignment: A classified employee who works a minimum of thirty (30) minutes per day in excess of the regular part-time assignment for a period of twenty (20) consecutive working days or more, shall have the basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly pro-rated basis, such as vacation and sick leave.

8.2.2 A part-time bargaining unit employee shall be less than thirty-seven (37) hours per week.

8.2.3 The workweek and workday shall be designated by the district for each

classified assignment at the time of hire/transfer/promotion, with each bargaining unit employee receiving a copy of their work schedule at the time they begin their new assignment. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable number of hours. Should the district have an operational need to change a bargaining unit employee's work schedule and the bargaining unit does not agree with the change, the district and CSEA shall meet to attempt to resolve the dispute.

8.2.3.1 It is understood that a temporary change of a work schedule for an emergency is permitted. An "emergency" for the purposes of this Article is defined as circumstances which could not have been planned for. The district shall provide reasonable notice as soon as practicable.

8.2.3.2 *Reduction in Assigned Time*: Any reduction in assigned time shall be accomplished in accordance with Article 18, Layoff and Reemployment. In the event the district reduces a unit member's percentage of employment and/or work days, the district shall provide notice and an opportunity to bargain the decision to reduce and the effects of the reduction in assigned time and/or workdays.

8.2.3.3 Temporary/Modified Assignment: Should the district have an operational need to temporarily change a bargaining unit employee's work schedule, the District shall first attempt to fulfill this need voluntarily through overtime opportunity. If the District is unable to fulfill this need, the District will change the work schedule of the least senior employee in the needed classification within the department. The District shall provide at least ten (10) work days notice prior to the change, unless the temporary change is an emergency. The member has the opportunity to meet with their supervisor if this causes a hardship.

8.2.3.4 Permanent Modified Work Assignment: Should the district have an operational need to permanently change a bargaining unit employee's work schedule, the district shall first attempt to fulfill this need voluntarily. If the District is unable to fulfill this need, the District will change the work schedule of the least senior employee in the needed classification within the department depending on the operation need. The district shall provide at least fifteen (15) working days' notice prior to the change. The member has the opportunity to meet with their supervisor if this causes a hardship.

8.3 Alternative Workweek, Modified Work Assignment

8.3.1 *Alternative Workweek*: The employee's alternative work schedule must not adversely affect the normal operations of their department. Fiscal neutrality

and a continued or improved level of service must be maintained.

8.3.1.1 A full-time employee and their supervisor and the cabinet-level administrator, may agree to a permanent or temporary alternative work schedule that is not less than thirty-seven (37) hours per week or seventy-four (74) hours every two (2) weeks (Per Ed Code 88040) with the approval of the superintendent/president and CSEA and in consultation with human resources.

8.3.1.2 No additional shift differential stipends will be generated and overtime or compensatory time off will not be granted unless hours worked exceed the scheduled workweek.

8.3.1.3 Employees not working a standard workweek during a week in which there is a district holiday will revert back to a standard workweek.

8.3.1.4 For purposes of calculating leave time used during an alternative schedule, accrued leave days will be converted to hours when used.

8.3.2 *Modified Work Assignment*: With the approval of their supervisor a full-time employee has the option to work modified work hours provided the work schedule is not less than 37 hours per week. This agreement shall be in writing and an agreement for any modified assignment more than a day shall be forwarded to the Executive Director of Human Resources and CSEA.

8.3.2.1 Less than 20 Hour Part-Time Modified Work Schedule: The district may establish a modified work schedule for less than 20 hour part-time bargaining unit positions that support scheduled programs, activities, or events requiring flexible working hours or days. CSEA and the district will identify such positions prior to recruitment.

8.3.2.2 The modified work schedule, not to exceed 5 work days or 19.5 hours in a workweek, shall be assigned by the district with employee input and based on district need. At least one month prior to the beginning of each semester, bargaining unit members shall review with their supervisor a written schedule indicating the days and hours the employee is assigned to work during the upcoming semester. A copy of the agreed upon schedule shall be forwarded to the Executive Director of Human Resources and CSEA.

8.3.2.3 No bargaining unit member's schedule shall be changed to avoid overtime opportunities.

8.3.3 *Employee Initiated Modified Work Assignment or Alternate Work Week:*

Bargaining unit members may request a modified work assignment or alternate work week for any reason.

8.3.3.1 Requests shall be made to the bargaining unit member's immediate supervisor in writing at least fifteen (15) working days in advance.

8.3.3.2 Requests shall be reviewed with the immediate supervisor and next level administrator.

8.3.3.3 If a modified assignment or alternate work week is agreed to by both parties, the agreement shall be in writing and shall be forwarded to the Executive Director of Human Resources and CSEA.

- Bargaining unit employees may be required to use applicable leave balances or leave without pay to accommodate the modified work assignment or alternate work week.

8.3.3.4 An employee initiated modified assignment or alternate work week is not guaranteed and may be modified at any time to meet district need. The district shall provide fifteen (15) working days notice for this change.

8.4 Meal Period

8.4.1 Bargaining unit employees who work more than five (5) consecutive hours per day shall be entitled to an unpaid, uninterrupted meal period of not less than thirty (30) minutes nor more than one (1) hour.

8.4.2 The time scheduled for the meal period shall be assigned by each bargaining unit employee's immediate supervisor.

8.4.3 An employee required by their supervisor to work during their lunch period shall receive a full, uninterrupted lunch period during the workday, or overtime. The district shall encourage all bargaining unit employees to take their lunch period.

8.5 Rest Period

8.5.1 All bargaining unit employees who work 3.5 hours or more per day shall be granted paid rest periods at the rate of fifteen (15) minutes for each 3.5hours of work in any one workday.

8.5.2 Rest periods shall be scheduled by the bargaining unit employee's immediate

supervisor and normally shall be approximately at the midpoint of a four-hour shift.

8.5.3 Unit employees working less than 3.5 hours per day shall not be entitled to a scheduled rest period.

8.5.4 A rest period of a total of thirty (30) minutes, or (2) 15-minute increments, for employees working full-time may be scheduled by mutual agreement of the employees and their supervisors.

8.5.5 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.

8.5.6 Rest facilities: The district shall make available lunchroom, rest room, and lavatory facilities for classified employees' use.

8.5.7 Rest breaks shall not be used to shorten the workday or to lengthen the meal periods.

8.6 Call-Back Pay

8.6.1 Bargaining unit employees who are called back when off duty and requested to report for duty at the work site shall receive a minimum of two (2) hours pay at the appropriate rate.

8.6.2 If the time so worked runs into the unit employee's regular scheduled work shift, the two (2) hour minimum shall not be payable, but the employee shall receive payment for the actual time worked, payable in increments of fifteen (15) minutes of working time at the appropriate rate.

8.7 Call-In Time

8.7.1 Bargaining unit employee(s) who are called in to work on a non-duty day and requested to report for duty at the work site shall receive a minimum of two (2) hours pay at the appropriate hourly rate.

8.8 Overtime

8.8.1 Any and all overtime must be approved in advance by the employee's supervisor and submitted on the designated form within 30 days of the overtime worked. Failure to comply with this article may lead to disciplinary action.

8.8.2 Overtime is ordered and authorized working time in excess of 7.5 hours Mondays through Thursday and seven (7) hours on Friday or thirty-seven (37) hours in one workweek. No bargaining unit employee's assignment shall be

changed for the sole purpose of avoiding overtime.

8.8.3 This overtime provision does not apply to employees working a modified schedule unless they incur overtime hours beyond the agreed upon modified schedule.

8.8.4 A bargaining unit employee who works authorized overtime shall be paid at a rate equal to one and one-half (1.5) times the employee's regular rate of pay for the amount of overtime worked or when mutually agreed receive compensatory time off at a rate equal to one and one-half (1.5) times the amount of overtime worked.

8.8.5 Bargaining unit employees working four (4) hours or more per day shall be paid for overtime on the sixth (6th) and seventh (7th) days of work at one and one-half (1.5) the regular pay rate.

8.8.6 Bargaining unit employees working less than four (4) hours per day shall be paid for overtime on the seventh (7th) day of work at one and one-half (1.5) the regular pay rate.

8.8.7 All properly authorized overtime shall be submitted within 30 days on the designated classified district overtime authorization form and shall be signed by the immediate supervisor.

8.8.8 Overtime of less than fifteen (15) minutes shall not be credited; all overtime shall be reported and credited in multiples of fifteen (15) minutes of working time.

8.8.9 The district shall distribute overtime equitably among unit members within the same classification in the department first to those who regularly perform the duties and next to those skilled in the duties.

8.8.10 Compensatory time off shall be granted within twelve (12) months from the month in which it was earned. When employees schedule vacation time, the employee shall use accrued compensatory time before accrued vacation time.

8.8.11 If an off-campus organization requests specific employees to work overtime at their on-campus functions, such requests shall be excluded from the provisions of Section 8.8.10.

ARTICLE 9: PAY AND ALLOWANCES

9.1 Regular Pay

9.1.1 Definitions

***Base Pay*:** Base pay for employees is determined by the employee's position and step/range on the salary schedules.

Regular Rate of Pay: The regular rate of pay includes all compensation for employment except payments specifically exempted by FLSA. Additional types of pay may include but may not be limited to longevity, shift differential, and bilingual stipend.

9.1.2 Salary Schedule Changes

9.1.2.1 Effective July 1, 2026, the District and CSEA agree to the following salary schedule changes.

1.5% adjustment to salary schedules 55 and 56.

9.1.2.2 Effective July 1, 2027, adjustments to salary schedules 55 and 56 shall be directly linked to the state apportionment allocated to Allan Hancock College through the Student-Centered Funding Formula (SCFF), OR a percentage of a full funded statutory state Cost of Living Adjustment(COLA) if the district becomes eligible and receives the state COLA on its total operating budget.

a. If the apportionment reaches the target levels outlined I the table in Article 9.1.2.4, salary schedules 55 and 56 shall be increased by the percentage achieved pursuant to the table OR by half (1/2) of the fully funded statutory operational COLA (whichever is greater). For example, if the apportionment target reaches level B and the state COLA is 3% salary schedules 55 and 56 will be increased by 2.0%, since 2.0% exceeds 1.5% (half COLA)

b. Increases tied to apportionment targets or COLA are applied only once in the fiscal year in which they are achieved. Apportionment targets are cumulative, not duplicative, and additional increases rely on reaching the higher targets.

9.1.2.3 Effective July 1, 2028, adjustments to salary schedules 55 and 56

shall be directly linked to the state apportionment allocated to Allan Hancock College through the Student-Centered Funding Formula (SCFF), OR a percentage of a fully funded statutory state Cost of Living Adjustment COLA, if the district becomes eligible and receives the state COLA on its total operating budget.

a. If the apportionment reaches the target levels outlined in the table in Article 9.1.2.4, salary schedules 55 and 56 shall be increased by the percentage achieved pursuant to the table OR by half (1/2) of the fully funded statutory operational COLA (whichever is greater). For example, if the apportionment target reaches level C (having already reached levels A and B in FY 27-28) and the state COLA is 3%, salary schedules 55 and 56 will be increased by 1.5% (half of COLA), since 1.5% exceeds 1.0% (increase for target C).

b. Increases tied to apportionment targets or COLA are applied only once in the fiscal year in which they are achieved. Apportionment targets are cumulative, not duplicative, and additional increases rely on reaching the higher targets

9.1.2.4 Apportionment Targets:

Target	Apportionment	Increase	Cumulative*
A	>=$85,000,000	1%	2.5%
B	>=$86,000,000	1%	3.5%
C	>=$87,000,000	1%	4.5%
D	>=$88,000,000	1%	5.5%
E	>=$89,000,000	1%	6.5%

*Cumulative totals include 1.5% given in fiscal year 2026-27.

9.1.2.5 Off-Schedule Payment: Effective July 1, 2027, to recognize the suspension of the cyclical reclassification process for the term of this contract, the District Shall provide a one-time off-schedule payment of $2,000 to each member payable on the July supplemental payroll paid on August 10.

9.1.3 Annual Health and Wellness Assistance: Each fiscal year in order to offset increased costs of health and welfare benefits the duration of the contract,

benefits eligible employees will receive a one-time payment of $1,500.00 (gross) prorated per Article 11.1.3 and paid annually in the November Supplemental payroll.

9.1.4 **Educational Recognition Pay**: Only one degree shall be recognized for this provision. Annual payments shall be made to bargaining unit employees who are active employees of the district on June 1st of each year on the June supplemental payroll. There shall be no proration of this pay for bargaining unit members who terminated employment prior to June 1st of each year.

9.1.4.1 All bargaining unit employees who have earned an associate's degree from an accredited college/university shall receive an annual payment of $250.

9.1.4.2 All bargaining unit employees who have earned a bachelor's degree from an accredited college/university shall receive an annual payment of $750.

9.1.4.3 All bargaining unit employees who have earned a master's degree from an accredited college/university shall receive an annual payment of $1,000.

9.1.4.4 All bargaining unit employees who have earned a doctorate degree from an accredited college/university shall receive an annual payment of $2,500.

9.2 Longevity

9.2.1 Effective July 1, 2017, bargaining unit employees shall be entitled to Longevity pay in addition to their regular pay. This longevity pay computed from the date of hire, shall be paid as follows:

Upon the employee's anniversary date at the beginning of the sixth year of service, employee will earn an amount equal to 1.75% of monthly salary.

Upon the employee's anniversary date at the beginning of the Seventh Year of Service, employees will earn an amount equal to an additional 1.75% of monthly salary for a total of 3.5%.

Employees will receive an amount equal to an additional 0.5% of monthly salary starting on the eighth anniversary date and continuing each year thereafter. As an example, an employee beginning the tenth year of service would earn 5% of longevity.

9.3 Shift Differential

Bargaining unit employees whose regular work schedule requires work after 6:00 p.m. and before 6:00 a.m. for two (2) or more days per week shall receive a shift differential according to the following schedule:

9.3.1 Five percent (5%) above their regular rate of pay for all hours worked provided the shift includes four (4) hours between 6:00 p.m. and 6:00 a.m.

9.3.2 Two-and-one-half percent (2.5%) above their regular rate of pay for all hours worked provided the shift includes two (2) hours between 6:00 p.m. and 6:00 a.m.

9.3.3 One percent (1%) above their regular rate of pay for all hours worked provided the shift includes one (1) hour between 6:00 p.m. and 6:00 a.m.

9.4 Night Custodian Shift

Custodians assigned to the late-night shift will have a start time of 10:00 p.m. and end time of 6:00 a.m. A fifteen percent (15%) shift differential shall be paid for all hours worked provided the shift includes five (5) hours between 12:00 a.m. and 6:00 a.m.

9.5 Holiday Premium

Bargaining unit employees directed by their supervisor to work on designated holidays (Article 12) shall be paid at a rate of one and one-half (1.5) times the regular hourly rate in addition to the regular hourly rate of pay for the holiday.

9.6 Compensation During Training

If district approved training, initiated by either employee or their supervisor takes place during regular working hours there will be no loss of pay or benefits to employees. Attendance at district approved training must be preapproved by the employee's supervisor.

9.7 Salary on Promotion

Any unit member receiving a promotion shall receive a salary increase of at least five percent (5%). However, when the assignment results in a one (1) range increase the unit member shall receive an adjustment of at least two and one-half percent (2.5%). No unit employee shall be placed beyond the last step of the range.

9.8 Salary upon Reclassifications

When a unit member(s) is reclassified to a higher range, the unit member(s) shall be placed at a minimum on the step of the new range which will result in a percentage salary increase of at least five percent (5%) unless resulting in only one (1) range increase the unit member shall receive an adjustment of at least two and one-half percent (2.5%). In no event shall a bargaining unit member receive less than the lowest step or more than the highest step of the salary range of the new classification.

9.9 Payroll Adjustments

9.9.1 *Underpayment:* Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a supplemental check issued, not later than five (5) working days after it has been determined that a payroll error has been made.

9.9.2 *Overpayment:* Any payroll error resulting in an overpayment for an employee in the bargaining unit shall be corrected, and repayment arrangements will be made using the Repayment of Overpayment Authorization Form.

9.10 Lost Checks

Any paycheck for an employee in the bargaining unit which is lost after receipt by the district or which is not delivered within five (5) days of mailing, if mailed, shall be replaced upon notification as soon as possible upon any available district funds.

9.11 Meals, Mileage, and Lodging

The district shall reimburse unit employees for expenses of meals, mileage and lodging incurred during the conduct of authorized district business at the rates established by the Board for such purposes.

9.12 Part-Time Employment

A part time employee is an employee who works less than full-time. All pay and allowances covered under this article will be prorated except as noted in 9.13.

9.13 Classified School Employee Summer Assistance Program (CSEAP)

The District and CSEA mutually support participation in the state Classified School Employee Summer Assistance Program (CSESAP) each year according to California Education Code Section 88280 and the guidelines published by the State Department of Education annually. The District and CSEA agree that in any year that the state does not

budget any matching funds for this program, the District may not participate that year. The District shall provide notice to the Union no later than the end of the first full week in December in any year where participation will not be authorized. If CSESAP is removed from the California Education Code, this section shall become null and void.

9.14 Full-Time Employment

Is defined as employment for thirty-seven (37) hours per week in a position requiring nine (9) months or more service each year when the position is designated as full time by the district.

9.15 Bilingual Stipend

Employees who are required by the district to translate in Spanish to English and/or English to Spanish and who are proficient in Spanish or other language the District determines a need for, as determined by a district selected and administered examination, shall receive an additional $150.00/month. In areas where specialized knowledge is required, to the greatest extent possible, translation services will be available by trained employees within those work areas. The district reserves the right to reevaluate the payment of this stipend at least once a year. Employees who translate Spanish to English and/or English to Spanish on an occasional, casual or incidental basis shall not be eligible for this stipend.

9.15.1 Employees who are receiving a bilingual stipend can be called upon for District translation services campus-wide.

9.15.2 Positions with Bilingual as a minimum requirement are not eligible for the bilingual stipend. Those who are currently receiving the stipend prior to the ratification of this contract, shall continue to receive this stipend as long as they hold the same position.

9.15.3 District reserves the right to discontinue the bilingual stipend for individuals who no longer meet the criteria or are unwilling to perform translation services.

9.16 Employee Achievement Awards

The district will provide an annual program of monetary awards for valuable suggestions, services, or accomplishments to three (3) bargaining unit employees. The amount of these monetary awards will be $350 each.

9.17 Compensation for Working Out of Classification Within the Bargaining Unit

9.17.1 A unit employee shall not be required to perform duties which are not fixed and prescribed for the position by the governing Board unless the duties reasonably relate to those fixed for the position by the Board, for any period of time which exceeds five (5) working days within a fifteen (15) calendar day period except as provided in this section.

9.17.2 No out-of-class assignment shall be offered to the employee by the supervisor without prior approval of Human Resources. This approval will include confirmation of duties and pay.

9.17.3 A bargaining unit employee who is required to perform duties inconsistent with their job description for more than five (5) working days shall have their salary adjusted upward by at least five percent (5%) for the hours they are required to perform duties inconsistent with their job description.

9.17.4 If a bargaining unit employee is assigned to perform duties found in a job description in a higher classification, the employee shall advance to the first step in the salary range in that higher classification that affords them at least five percent (5%) salary increase for the higher classification duties they are temporarily performing for the hours are performing those higher duties.

9.17.5 The unit member working outside of classification but within the bargaining unit may, in consultation with the supervisor, voluntarily return to their permanent position prior to the completion of the assignment.

9.17.6 A temporary pay increase for the purpose of working out of classification shall have no bearing on a bargaining unit employee's request for reclassification or the cyclical review determination for salary placement upon reclassification.

9.18 Working Out of Classification Outside the Bargaining Unit

9.18.1 Any permanent unit member may accept an assignment within the district, outside of the bargaining unit, to an interim faculty, supervisory, confidential, or administrative position.

9.18.2 The unit member working outside of the bargaining unit, may, in consultation with the supervisor, voluntarily return to their permanent position prior to the completion of the interim assignment.

9.19 Extra Work Assignment Opportunity

An extra work assignment is work assigned to and worked by less than 12 month bargaining unit members during their scheduled non-work periods (per Article 8.1).

9.19.1 Extra work assignment opportunities shall be offered in the following order:

9.19.1.1 To the incumbent in the regular work assignment

9.19.1.2 If there is still a need then an email notification will be sent to all less than 12-month employees with five (5) working days' notice to respond with their interest.

9.19.1.3 Employees interested shall respond to the email to apply for the extra assignment Interested employees shall be assigned based on the bargaining unit employee who is best qualified for the extra assignment, regardless of their regular classification.

9.19.1.4 If less then 12-month employee works an extra assignment for three (3) consecutive years, withing their regular classification, the employee shall be granted a change in status to the appropriate position of 10,11,or 12-months.

9.19.1.5 A bargaining unit employee's compensation for an extra work assignment shall be determined in one of the following ways:

a) If assigned a position different than the bargaining unit member's current position, the bargaining unit employee shall be placed on the salary range of the assigned position and the step which most approximates the unit employee's regular salary.

b) If assigned a position that is the same as the bargaining unit member's current position, the bargaining unit employee's rate of pay shall remain the same.

ARTICLE 10: EMPLOYEE EXPENSES AND MATERIALS

10.1 Uniforms

10.1.1 Unless otherwise referenced in Article 21, the district shall pay the full cost of the purchase, lease, rental, cleaning and maintenance of uniforms if required by the district to be worn by bargaining unit employees. Bargaining unit employees required by the district to wear uniforms will be responsible for replacing them if lost.

10.1.2 The district agrees to provide protective aprons or other outer garments for employees who are regularly required to come in contact with ink and/or chemicals which may damage clothing.

10.2 Safety Footwear

10.2.1 Appropriate foot protection or safety footwear shall be required for bargaining unit employees who are exposed to foot injuries from electrical hazards, hot, corrosive, poisonous substances, falling objects, crushing or penetrating actions, which may cause injuries or who are required to work in abnormally wet locations. (California Code of Regulations, Title 8, section 3385(a) Foot Protection.)

10.2.2 Protective and appropriate footwear for employees shall meet OSHA standards and conform to the performance requirements and specifications in American Society for Testing and Materials (ASTM) F 2412-05 and Standard Test Methods for Foot Protection, and ASTM F 2413-05.

The bargaining unit positions requiring protective footwear are the positions identified with an asterisk in Appendix A. Other positions may be added if they meet the criteria as stated in 10.2.1. Either the district or individual unit employee can request a review to determine if safety footwear is appropriate for their position. Final determination will be made via consultation between CSEA and Human Resources.

10.2.3 Safety footwear which is defective or inappropriate to the extent that its ordinary use creates the possibility of foot injuries shall not be worn California Code of Regulations, Title 8, section 3385(b) Foot Protection.). A request by the bargaining unit employee for replacement of safety footwear that may be defective and/or no longer effective shall be made to their immediate supervisor.

10.2.4 Required safety footwear will be paid for by the district. If the cost is in excess of $300.00 per fiscal year the employee will be responsible for paying the balance. Safety footwear shall be purchased from a designated vendor selected by the district, or the employee may purchase shoes from another vendor and be reimbursed up to $300.00. Additional funds may be approved by the Executive Director on a case-by-case basis for extenuating circumstances.

10.2.5 Appropriate safety footwear is required at all times. Failure to wear appropriate safety footwear may result in disciplinary action.

10.3 Safety Glasses

Bargaining unit employees who are required by the district to wear safety glasses shall be provided such glasses by the district.

10.3.1 Employees working in locations where there is a risk of receiving eye injuries, such as punctures, abrasions, contusions, or burns as a result of contact with flying particles, hazardous substances, projections, or injurious light rays which are inherent in the work or environment, shall be safeguarded by means of face or eye protection. Suitable screens or shields isolating the hazardous exposure may be considered adequate safeguarding for nearby employees. (California Code of Regulations, Title 8, section 3382)

10.3.2 Employees who do not wear prescription glasses will be provided with appropriate eye protection as approved by the Santa Barbara County SIPE safety officer.

10.3.3 Employees who wear prescription glasses will be provided with appropriate eye protection that can be worn over the prescription lenses without disturbing the proper position, fit, or usefulness of the prescription lenses. Appropriate eye protection will be the type approved by Santa Barbara County SIPE safety officer.

10.3.4 Employees who wear prescription glasses, whose proper position, fit, or usefulness is impeded by eye protection worn over prescription lenses as provided in 10.3.3 will be provided with prescription safety glasses from a vendor selected by the district and approved by the Santa Barbara County SIPE safety officer.

10.3.5 The employee who must wear prescription safety glasses will be responsible to provide the lens prescription at no cost to the district.

10.3.6 The district will replace prescription safety glasses once every two years or at an earlier date if the employee's lens prescription changes or if the glasses are damaged on the job. Work related damage must be verified by the district.

The employee will be responsible to replace lost safety glasses and prescription safety glasses at employee's expense.

10.3.7 Failure to wear safety glasses when required may result in disciplinary action.

10.4 Automobile Insurance

The district agrees to provide secondary coverage for personal injury and property damage insurance to protect employees in the event that employees are required to use their personal vehicles on employer business. Employees using a personal vehicle for district business must obtain primary insurance coverage for the vehicle. Prior to using a personal vehicle for district business, and at least annually, employees must provide the district with a copy of their valid driver's license and proof of insurance. If the employee is found to be reckless or grossly negligent in the operation of their vehicle for District-related business they may be subject to disciplinary action.

10.5 Physical Examinations

The district agrees to provide the full cost of any medical examination required as a condition of employment or continued employment.

ARTICLE 11: HEALTH AND WELFARE BENEFITS

11.1 General Provisions

11.1.1 CSEA and the District acknowledge that decisions, concerning the design, administration, funding modification, replacement, consolidation, or termination of employee health and welfare benefit programs are reserved exclusively to the District. The District reserves all rights to manage and administer employee benefit programs, including, but not limited to, the authority to:

11.1.1.1 Change insurance carriers or third-party administrators;

11.1.1.2 Modify plan designs, covered benefits, eligibility requirements;

11.1.1.3 Revise employee premium contributions or cost-sharing arrangements;

11.1.1.4 Establish, modify, or discontinue self-funded, insured, or alternative funding arrangements;

11.1.1.5 Participate in withdraw from, or modify participation in Joint Powers Authorities (JPA), insurance pools, trusts, consortiums, or self-insurance programs; and

11.1.1.6 Make any other changes to employee benefit programs deemed necessary for operational, financial, regulatory, administrative, or legal purposes.

11.1.1.7 The District shall provide CSEA Chapter President, or their designee, with reasonable advance notice of any material change to employee health and welfare benefits. Upon timely request to CSEA, the parties shall negotiate only the impacts and effects of the District's decision on bargaining unit employees, to the extent require by applicable law.

11.1.2 Material Changes to health and welfare benefits are discussed in the Staff Benefits Committee. CSEA shall have up to three (3) representatives on the committee.

11.1.3 The district reserves the right to determine the basis for establishing equivalency in considering individual carrier plans.

11.1.4 All health and welfare benefits covered under this article will be prorated for employees hired after December 31, 1986, who work less than full-time, but twenty (20) hours or more per week.

11.1.5 Full-time employment is defined as employment for thirty-seven (37) hours per

week in a position requiring nine (9) months or more service each year when the position is designated as full time by the district.

11.1.6 Eligibility shall be defined as all bargaining unit employees assigned and working twenty (20) hours or more per week.

11.1.7 Prior to implementing any new premium costs through payroll deductions, the district will meet with CSEA to consider alternatives such as revisions to coverage including but not limited to deductibles and kinds and levels of service, in order to reduce the cost of insurance.

11.2 Health and Welfare Insurance Benefits

11.2.1 *Health/Medical Benefits:* For each eligible and participating bargaining unit employee and dependent the district will make a monthly contribution for health insurance. A prescription drug plan and an Employee Assistance Plan (EAP) are included.

11.2.1.1 The district is not obligated to pay any increase in premium cost. Any increase in cost shall be borne by the bargaining unit employee through payroll deduction unless otherwise stated.

11.2.1.2 District Contribution (District Cap)

- Effective October 1,2026, through the 2028-29 plan years, the district will increase the district contributions for medical to offset employee premium increases in excess of the existing cap for current plan offerings.

11.2.1.3 The difference in cost between the insurance plan selected and the district contribution will be paid for by the individual bargaining unit member through payroll deduction unless otherwise negotiated.

11.2.1.4 Health/medical insurance for the eligible bargaining unit employee is mandatory unless an employee submits proof of coverage elsewhere.

11.2.2 *Dental Insurance:* The district shall provide each eligible bargaining unit employee and dependent a monthly district contribution for dental insurance through the district self-insurance dental plan.

11.2.2.1 The district is not obligated to pay any future premium increases. Any increase in cost shall be borne by the bargaining unit employee through payroll deduction. Effective October 1, 2010, the district will pay $55.53 per month for single coverage, $114.06 per month for two-party coverage, and $163.80 per month for family coverage. The employee will pay any additional cost

through payroll deduction.

11.2.2.2 The difference in cost between the insurance plan selected and the district contribution will be paid for by the individual bargaining unit member through payroll deduction unless otherwise negotiated.

11.2.2.3 Each eligible employee of the bargaining unit is required to have district provided dental insurance.

11.2.3 *Life Insurance:* The district will provide each eligible bargaining unit employee paid life insurance with a maximum benefit upon death of$50,000, including accidental death and dismemberment, and a paid decreasing term life insurance with accidental death and dismemberment.

11.2.3.1 Each eligible employee of the bargaining unit is required to have district provided life insurance.

11.2.3.2 The district is not obligated to pay any increase in premium cost. Any increase in cost shall be borne by the bargaining unit employee through authorized payroll deduction.

11.2.4 *Income Protection Insurance:* For each eligible bargaining unit employee the district will pay $0.99 per $100 of payroll for Income Protection Insurance.

11.2.4.1 Each eligible employee of the bargaining unit is required to have district provided income protection insurance.

11.2.4.2 The district is not obligated to pay any increase in premium cost. Any increase in cost shall be paid by the bargaining unit employee through authorized payroll deduction.

11.2.5 *Vision Insurance:* Effective January 1, 2013, the district shall provide each eligible bargaining unit employee and dependents a monthly district contribution for vision insurance through the district vision plan.

11.2.5.1 The district will pay a premium cost up to $5.65 per month for single coverage, $10.72 for two-party, and $15.73 for family. The district is not obligated to pay any increase in the premium cost. Any increase in cost shall be borne by the bargaining unit employee through payroll deduction.

11.2.5.2 Vision insurance for the bargaining unit employee is mandatory unless an employee submits proof of coverage elsewhere.

11.3 Cash-in-Lieu-of Benefit Program

An employee who waives District medical insurance with proof of other insurance shall receive a cash-in-lieu benefit of $125 per month.

11.4 Medical Insurance for Eligible Retirees

11.4.1 Retiree coverage under district sponsored medical insurance shall terminate at age 65 or at any earlier date upon eligibility of the employee to enroll in Federal or State medical insurance programs available to persons receiving OASDI or PERS medical benefits or coverage as an employee or dependent by another employer.

11.4.2 The district will maintain coverage for a retiree to age 65 at the same dollar contribution level available to current employees. Coverage is provided under the medical insurance plan upon PERS retirement as evidenced by the receipt of monthly retirement benefit payments from the Public Employees Retirement System, provided the unit member is at least 55 years of age but less than age 65 at the following levels:

11.4.2.1 For bargaining unit employees hired before March 31, 1983, and has been a regular employee of the district for five (5) or more consecutive years of service.

11.4.2.2 For bargaining unit employees hired on March 31, 1983 through December 31, 1988, and has been a regular employee of the district for ten (10) or more consecutive years of service.

11.4.2.3 For bargaining unit employees hired on January 1, 1989 through June 30, 1993, and has been a regular employee of the district for fifteen (15) or more consecutive years of service.

11.4.2.4 For bargaining unit employees hired on July 1, 1993 through December 31, 1997, and has been a regular employee of the district for twenty (20) or more consecutive years of service. The retiree's spouse/domestic partner shall not be eligible for this benefit through district paid premium. However, the retiree may purchase spousal/domestic partner coverage.

11.4.2.5 For bargaining unit employees hired on or after January 1, 1998, the district will maintain coverage at the same dollar contribution level provided to current employees for a retiree under the medical insurance plan upon PERS retirement as evidenced by the receipt of monthly retirement benefit payments from the Public Employees' Retirement system provided the unit member is at least 60 years of age but less than

65 and has been a regular employee of the district for twenty-five (25) or more consecutive years of service. The retiree's spouse/domestic partner shall not be eligible for this benefit through district-paid premium. However, the retiree may purchase spousal/domestic partner coverage.

11.4.3 Spousal/Domestic Partner Coverage Provisions

11.4.3.1 Coverage for insurance at the same dollar contribution level provided to current employees eligible under paragraph 11.4.2.2 is extended to the eligible spouse/domestic partner of a bargaining unit employee to age 65.

11.4.3.2 Coverage for insurance at the same dollar contribution level provided to current employees eligible under paragraph 11.4.2.3 is extended to the eligible spouse/domestic partner of a bargaining unit employee to age 65.

11.4.3.3 The decision to take advantage of this benefit must be made within thirty-five (35) days from the last date of employment of the retiring employee.

11.4.3.4 After the spouse/domestic partner reaches the age of 65, or participates in the plan for ten (10) years, whichever is first, the spouse/domestic partner then becomes eligible to participate at their own expense if they do not qualify for Medicare or other medical coverage.

11.4.3.5 In the case of a retiree death, the survivor will be allowed to stay on the policy with the same district contribution rate for ten (10) years from date of initial coverage benefit. After ten (10) years participation Section 11.4.3.4 applies.

11.4.3.6 If the spouse/domestic partner has another source of medical insurance coverage, that policy becomes the primary policy and the AHC policy becomes the secondary policy. A person cannot take cash-in-lieu money in lieu of this benefit.

The retiree's contribution or premium payments, when applicable, will be paid monthly in advance. Exceptions to this stipulation must be approved by the Board of Trustees.

11.5 **Facility Use by Employees**

During normal operating hours employees shall have access to, and use of, the District's physical fitness lab, track, swimming pool, shower and locker room facilities without charge at times when the same are in use, as long as the employee's presence does not interfere with instruction or operations of the facility and as long as the employee is using the facility in a safe and sensible manner.

ARTICLE 12: HOLIDAYS

12.1 Paid Holidays

The Board agrees to provide 17 (seventeen) paid holidays to employees of the bargaining unit as follows:

Independence Day Holiday
Labor Day Holiday
Veterans Day Holiday
Thanksgiving Day Holiday
The Day after Thanksgiving
Christmas Eve Holiday
Christmas Day Holiday
New Year's Eve Holiday
New Year's Day Holiday
Martin Luther King Day Holiday
Lincoln's Day Holiday
Washington's Day Holiday
Spring Holiday (Farmworkers Day)
Memorial Day Holiday
Juneteenth

Two Floating Holidays (one birthday and one personal) (Birthday floating holiday to be used as an in-lieu holiday for California Admission Day).

12.1.2. Regular part-time employees in the bargaining unit receive paid holidays on a prorated basis, depending on the ratio of their employment to full-time employment.

12.2 Birthday Holiday and Personal Floating Holiday

Both holidays will be scheduled at a time which is mutually agreeable to the bargaining unit employee and the immediate supervisor. Birthday holiday is to be taken with the fiscal year (July 1 – June 30). Personal floating holiday can only be used during winter intersession, spring break or summer intersession. Both holidays do not carry over fiscal years.

12.2.1 Regular part-time employees in the bargaining unit received floating holidays on a prorated basis, depending on the ratio of their employment to full-time employment.

12.3 Government Holidays

Every day appointed by the Governor as a day for a public fast, thanksgiving, or holiday shall be a paid holiday for eligible employees of the bargaining unit, if the Governor provides that the community college shall close. Every day appointed by the President as a public fast, thanksgiving, or holiday, shall be a paid holiday for eligible employees of the bargaining unit, unless it is a special or limited holiday.

12.4 Observance of Holidays

When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday not a holiday shall be deemed to be that holiday. The district shall publish a calendar on or before July 1 of each year specifying the calendar date of observance of each of the foregoing holidays.

12.4.1 The standard workweek for full-time employment shall be five (5) consecutive days. If a holiday falls outside their five (5) consecutive days, the employee will take the working day immediately succeeding the holiday as their holiday.

12.5 Holiday Pay Eligibility

To be eligible for holiday pay the bargaining unit employee must be in a paid status on the scheduled working day immediately preceding or succeeding the holiday (California Ed Code Section 88203).

Bargaining unit employees who are not normally assigned to duty during the Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, or Spring Holiday, shall be paid for those holidays providing the bargaining unit employee was in a paid status during the working day of their normal assignment immediately preceding or succeeding the holiday period.

12.6 Non-Holiday District Mandated Closure

When the district opts to close the district and it does not fall on a paid holiday, employees who normally work on those days will be given three choices:

12.6.1 Employee may choose to work. They may be assigned by the district to their own location or another location and/or assignment.

12.6.2 Employee may use accrued vacation or compensatory time to remain in paid status.

12.6.3 Employees may take unpaid leave.

Note: Reference California Education Code, Sections 88203-88206.

ARTICLE 13: VACATION

13.1 Vacation Accrual

Full-time bargaining unit employees shall earn vacation according to the schedule provided in 13.1.1-13.1.3. Vacation is accrued according to anniversary date (date of hire).

13.1.1 During the first year of employment through the completion of the ninth year of employment, 1.25 days of paid vacation for each calendar month served.

13.1.2 Beginning the first day of the tenth year of employment through the completion of the fourteenth year of employment, 1.50 days of paid vacation for each calendar month served.

13.1.3 Beginning the first day of the fifteenth year of employment and thereafter, 1.75 days of paid vacation for each calendar month served.

13.1.4 Regular part-time bargaining unit employees shall earn paid vacation at such pro-rata share as their employment bears to full-time employment.

13.1.5 Vacation benefits are earned on a fiscal year basis July 1 through June 30.

13.1.5.1 Such vacation leave shall be credited monthly based on the above accrual rates per month worked.

13.2 Earned Vacation

Earned vacation shall become a vested right of the bargaining unit employees upon completion of the initial six months of employment. For new employees who have not completed their initial six months, vacation may not be used before it is earned unless otherwise approved by the Director of Human Resources.

13.3 Less than Twelve (12) Month Employees

Employees who work less than twelve (12) months per year should take their vacation within the winter and spring recess periods and semester breaks unless their supervisors have authorized their working during these periods.

13.4 Using Vacation Days in Advance

Employees who are permitted to use vacation in advance may not take more days than the employee earns during the current fiscal year.

13.5 Termination After Use of Vacation Not Yet Earned

If the employee is terminated and had been granted vacation which was not yet earned at the time of termination of their services, the district shall deduct from the employee's final paycheck the full amount of salary which was paid for such unearned days of vacation taken.

13.6 Vacation Pay Upon Separation

When an employee in the bargaining unit separates from the District, the employee is entitled to all vacation pay earned and accumulated up to and including the effective date of separation, except that employees who have not completed six (6) months of employment shall not be entitled to such compensation.

13.6.1 Vacation pay shall be paid by the tenth business day after separation.

13.7 Requesting Vacation Time

Bargaining unit employees shall request vacation at times convenient to the bargaining unit employee and consistent with the needs of the district and pre-approved by their immediate supervisor.

13.8 Classified Leave Reporting

The bargaining unit employee's request for a vacation shall be submitted to the immediate supervisor as much in advance as possible and then recorded in the employee self-service leave section by the 5th of the next month for processing.

13.9 Excess Vacation

Vacation earned but not taken during the fiscal year in which it is earned may be carried over for a period not to exceed one additional fiscal year. Unless approved as outlined in 13.9.1, excess vacation days (earned days beyond a two-year accrual) not taken by June 30th shall be paid for at the bargaining unit employee's regular rate of pay. Employees will be notified by Human Resources of vacation balances and identified excess vacation, if applicable, no later than March 31.

13.9.1 Bargaining unit employees who request a rollover of excess vacation shall submit a vacation plan to their supervisor by April 30. The plan should include approximate dates of vacation usage for the subsequent fiscal year and be inclusive of all days to be taken to ensure the reduction of excess vacation.

13.9.2 Bargaining unit employees who have excess vacation leave can request to

donate excess day(s) to the catastrophic leave bank to reduce their excess vacation balances.

13.10 Paid Holidays During Vacation Time

When a holiday falls during the scheduled vacation of a bargaining unit employee, such bargaining unit employee shall be granted regular pay for the holiday without deduction from credited vacation.

13.11 Termination/Interruption of Vacation Time

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

13.12 Vacation Occurring During Other Leave

If a bargaining unit employee's vacation becomes due during a period when the employee is on leave due to illness or injury, the employee may request that the vacation date be changed or may request to carry over the vacation or receive compensation in accordance with Section 13.9 herein.

ARTICLE 14: LEAVES

14.1 Leave Provisions

The benefits which are expressly provided by this Article 14 are the sole leave benefits which are part of this collective agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated with this agreement, nor are such other benefits subject to the grievance procedure, Article 7.

14.2 Leave Notifications

The employee is required to notify their immediate supervisor when they will be absent. Notification to your supervisor does not authorize the absence. In the event the absence was not authorized in advance, a leave report must be submitted in the District's absence tracking system no later than the 5th of the month following the absence. Failure to comply with the procedure above may be considered an unauthorized absence.

14.3 Sick Leave

14.3.1 Sick leave utilization, unless otherwise provided in this article, shall be for an illness, personal injury, legally established quarantine, an employee who is a victim of domestic violence, sexual assault, or stalking, or an employee's own or family member's diagnosis, care or treatment of an existing health condition or preventative care or for specified purposes which renders the bargaining unit employee unable to perform normal duties on a scheduled workday or for family sick leave as provided herein. Employees of the bargaining unit employed by the district full time, five (5) days per week, and twelve (12) months per fiscal year shall be entitled to twelve days leave absence for illness or injury, exclusive of days they are not required to render service. Day, as used in this article, means the bargaining unit employee's regularly assigned work day, exclusive of overtime. The bargaining unit employees employed less than five days a week, less than a full day, or less than a full fiscal year are entitled to that portion of twelve days leave of absence for illness or injury as their employment relates to full-time employment.

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

14.3.3 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each employee. 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 months of active service with the district.

14.3.4 If a bargaining unit employee has not taken the full amount of leave allowed in any year, the amount not taken shall be accumulated from year to year. The employee may convert unused sick leave to retirement credit in accordance with the Government Code if the employee is filing a request for retirement.

14.3.5 In order to be eligible for paid sick leave, employees of the bargaining unit absent due to illness or injury should notify their immediate supervisor of the anticipated duration of the illness in a reasonable time and by the beginning of the work shift, but in no instance later than one hour after the start of any work shift except in extenuating circumstances.

14.3.5.1 In case of chronic absenteeism, employees of the bargaining unit requesting paid sick leave may be required at the discretion of the district to provide a medical statement on a form provided by the district and signed by a licensed California physician. Any medical costs shall be borne by the employee.

14.3.5.2 Employees of the bargaining unit absent due to injury or illness or absent for more than three (3) consecutive assigned work days may be required to submit Human Resources a medical release signed by a licensed California physician before being permitted to return to work. If the required medical release is required but not submitted by the employee, such leave will be without pay.

14.3.5.3 Employees of the bargaining unit shall be required to submit to medical examination by a district appointed physician at district expense at the discretion of the district.

14.3.6 *Kin Care:* Bargaining unit employees may use up to one-half of their annual accrual of sick leave for the care of a parent, child, spouse, or domestic partner, parent-in-law, sibling, grandchild, grandparent, or designated person as defined in any applicable state and federal law. This section may be used in conjunction with Article 14.11 (Personal Necessity Leave) for a maximum of thirteen (13) earned sick days.

14.3.6.1 *Pursuant to AB 1041:* "Designated person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee request the leave. The District may limit an employee to one designated person per 12-month period for family care and medical leave.

14.3.7 *Entitlement to Other Sick Leave:* Upon exhaustion of all accumulated paid sick leave an employee who continues to be sick shall be entitled to the balance of a maximum of one hundred (100) days of sick leave per a 12-month rolling year at fifty percent (50%) of their salary. The one hundred (100) days are tracked concurrently with paid sick leave. These days of additional sick leave are not accumulative from year to year. This paid sick leave is exclusive and

cannot be used in conjunction with any other paid leave, holidays, vacation, or compensatory time to which the employee may be entitled. If qualified, the employee may apply for the catastrophic leave donation program explained in Section 14.13.

14.3.8 *Medical Appointments:* When possible it is the responsibility of the bargaining unit employees to schedule all medical and dental appointments during non-duty hours.

14.4 Pregnancy Disability Leave

Employees are entitled to up to four months of unpaid pregnancy disability leave. Pregnancy disability leave shall not be used for childcare, preparation for childcare, or child rearing, but shall be limited to medical disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions. The district will require an employee to exhaust sick leave during her pregnancy disability leave. The employee may also request use of her vacation leave and any other paid leave credits she has to receive compensation for the remaining unpaid portion of her leave.

14.5 Family and Medical Care Leave

The district will provide family and medical care leave for eligible employees as required by State and Federal law. The following provisions set forth employee's rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 (FMLA) and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act (CFRA). Unless otherwise provided by this article, "Leave" under Section 14.13 through 14.13.9 of this article shall mean leave pursuant to the FMLA and CFRA.

14.5.1 *An employee is eligible for leave if the employee:*

1. has been employed for at least twelve (12) months; and
2. has been employed for at least 1,250 hours during the twelve (12) month period immediately preceding the commencement of the leave.

14.5.2 *Reasons for Leave:* Leave is permitted for only the following reasons:

1. The birth of a child or to care for a newborn of the employee.
2. The placement of a child with the employee in connection with the adoption or foster care of a child.
3. Leave to care for a child, parent, spouse, domestic partner, parent-in-law, sibling, grandchild, or grandparent as defined in applicable state and federal law who has a serious health condition.
4. Leave because of a serious health condition that makes the employee unable to perform the functions of their position.

5. Leave for a qualifying exigency arising out of the fact that the employee's spouse, domestic partner, child, parent, parent-in-law, sibling grandchild, or grandparent as defined in any applicable state and federal law is on covered active duty or called to active duty status in the Armed Forces.

6. Leave to care for a spouse, domestic partner, child, parent, parent-in-law, sibling, grandchild, or grandparent as defined in any applicable state and federal law, or "next of kin" who is a covered service member of the Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces.

14.5.3 *Amount of Leave:* Eligible employees are entitled to a total of twelve (12) workweeks of leave (or 26 weeks to care for a covered service member) during any twelve (12) month period.

A. An employee's entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g. bonding with a newborn) for at least one day, but less than two weeks duration on any two occasions during the twelve (12) week period.

B. If leave is requested to care for the employee themselves, a child, parent, spouse, domestic partner, parent-in-law, sibling, grandchild, or grandparent as defined in any applicable state and federal law with a serious health condition, there is no minimum amount of leave that must be taken. However the notice and medical certification provisions of this article must be complied with.

C. "Twelve (12) month period" means "rolling" 12-month measured backward- 12 month period measured backward from the date an employee uses any FMLA leave. Under the "rolling" 12-month period, each time an employee takes FMLA leave, the remaining leave entitlement would be the balance of the 12 weeks which has not been used during the immediately preceding 12 months. .

14.5.4 *Employee Benefits While on Leave:*

A. Leave under this article is unpaid after other applicable paid leave is exhausted (See Section 14.5.5A and Section 14.5.5B below). Any applicable paid leave is counted toward the twelve (12) week allowance. While on leave, an employee will continue to be covered by the district's group health insurances which will include medical, dental, and income protection insurances to the same extent that coverage is provided while the employee is on the job. However, an employee will not continue to be covered under the district's non-health benefit plans which includes tax

shelter annuity (TSA), life insurance, and other non-health benefit plans unless an employee makes the appropriate contributions for continued coverage. An employee may make the appropriate contributions for continued coverage under the preceding non-health benefit plans by payroll deductions or direct payments made to these plans. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave.

B. If an employee fails to return to work after their leave entitlement has been exhausted or expires, the district shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of serious health condition which would entitle the employee to leave, or because of circumstances beyond the employee's control. The district shall have the right to recover premiums through deduction from any sums due to the employee from the district (such as unpaid wages, vacation pay, etc.).

14.5.5 *Use of Other Accrued Leaves While on Leave:*

A. If an employee requests leave for any reason permitted under Section 14.5.2 they must exhaust all accrued leaves in connection with the leave. The exhaustion of accrued leave will run concurrently with the leave.

14.5.6 *Certification and Intermittent Leave:*

A. The district will require an employee who requests leave to provide written certification on a form approved by the district from the health care provider of the individual requiring care. If the leave is requested because of the employee's own serious health condition, the certification must include a statement that the employee is unable to perform the essential function of their position. An employee need not, but may at the employee's option, identify the serious health condition involved.

B. Employees who request leave to care for a covered service member who is a child, spouse, domestic partner, parent, parent-in-law, sibling, grandchild, or grandparent as defined in any applicable state and federal law or "next of kin" of the employee must provide written certification from a health care provider regarding the injured service member's injury or illness.

C. The first time a bargaining unit employee requests leave because of a qualifying exigency, the employee is required to provide the district with a copy of the covered military member's active duty orders or other documentation issued by the military which indicates that the covered military member is on active or called to active duty in a foreign country with the dates of active duty service. New active duty orders or similar documentation shall be provided to the district if the need for qualifying

exigency leave arises out of a different active or call to active duty status of the same or a different covered military member.

D. If the district has reason to doubt the validity of a certification, the district may require a medical opinion of a second health care provider chosen by the district. If the second opinion is different from the first, the district may require the opinion of a third provider jointly approved by the district and the employee. The opinion of the third provider will be binding. The out-of-pocket costs incurred for the second and third opinion shall be paid by the district.

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

14.5.7 *Employee Notice of Leave:* Although the district recognizes that emergencies arise which may require an employee to request immediate leave, an employee is required to give as much notice as possible of their need for leave. If leave is foreseeable, at least thirty (30) calendar day notice is required. In addition, if an employee knows that they will need leave in the future, but does not know the exact date(s) (e.g., for birth of a child or to take care of a newborn), the employee shall inform their Human Resources as soon as possible that such leave will be needed. Such notice shall be made in writing. If the district determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, the district may hold the employee accountable.

For foreseeable leave due to a qualifying exigency, an employee must provide notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.

14.5.8 *Reinstatement Upon Return From Leave:*

A. Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced or to an equivalent or comparable position.

B. As a condition of restoration of an employee whose leave was due to the employee's own serious health condition, which made the member unable to perform their job, the employee shall obtain and present a fitness-for-duty certification on a form approved by the district from the health care provider that the employee is able to resume work. Failure to provide such certification will result in denial of restoration.

14.5.9 *Request for Leave:* Employees must fill out the following applicable forms in connection with leave under this article. These forms enable the district to

satisfy its record keeping obligations.

1. "Request for Family or Medical Leave" to establish eligibility.
2. Medical Certification - either for the employee's own serious health condition or the serious health condition of a child, parent, or spouse.
3. "Authorization for Payroll Deductions for Benefit Plan Coverage Continuation" form.
4. "Fitness for Duty to Return from Leave Certification" form.

14.6 Industrial Accident or Illness Leave

14.6.1 Employees of the bargaining unit who sustain an illness or injury arising directly out of and in the course and scope of their employment, shall be eligible for a maximum of sixty (60) working days paid leave in any one fiscal year. This leave shall not be accumulated from year to year. Industrial accident or illness leave shall commence on the first day of absence. Payment for wages lost on any day shall not, when added to an award granted under the workers' compensation laws of this state, exceed the normal wage for the day. Industrial accident and illness leave will be reduced by one day for each day of authorized absence, regardless of a compensation award made under workers' compensation. When an industrial accident or illness occurs at a time when the full sixty (60) days overlap into the next fiscal year, the bargaining unit employee shall be entitled to only the amount remaining at the end of the fiscal year in which the industrial injury or illness occurred, for the same illness or injury. Bargaining unit employees shall upon demand of the district, endorse to the district workers' compensation checks issued in the name of the bargaining unit employee. The district, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.

14.6.2 Industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, accumulated sick leave, vacation or other applicable paid leave will be used in full day increments for each day of industrial accident or illness absence. If, however, the bargaining unit employee is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of exhaustion of benefits under this Section, the bargaining unit employee shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensatory time, vacation or other available leave, which when added to the worker's compensation award, provides a regular day's pay at the bargaining unit employee's regular rate of pay.

14.6.3 Any time a bargaining unit employee on industrial accident or illness leave is able to return to work, they may be reinstated to their class without loss of

status or benefits. A bargaining unit employee returning to work after an industrial accident or illness shall be required to submit a medical release to the district and may at district option be required to submit to a physical examination, at district expense, by a district appointed physician. A bargaining unit employee who is unable to return to work when all available leave has been exhausted shall be released from employment and be placed on a reemployment list for a period of thirty-nine (39) months. Upon receiving and presenting to the district a full medical release, signed by a licensed California physician, the employee shall be employed in the first vacant position in the class of their previous assignment over all other available candidates, except for those bargaining unit employees on a reemployment list established because of layoff in which case the bargaining unit employee shall be listed in accordance with Education Code Section 88127.

14.6.4 Any employee receiving benefits as a result of this article shall, during periods of injury or illness, remain within the State of California unless the district authorizes travel outside the state.

14.7 Bereavement Leave

The district agrees to grant necessary leave of absence with pay at the employee's regular rate of pay for five (5) days, on account of the death of any member of the immediate family of an employee of the bargaining unit. This leave does not need to be taken on consecutive days but must be used within three(3) months of the death of the immediate family member or reproductive loss as defined by law. Members of the immediate family shall mean the mother, father, grandmother, grandfather, grandchild, aunt, uncle, niece, or nephew of the employee or of the spouse or domestic partner of the employee, and the spouse or domestic partner, son, son-in-law, daughter, daughter-in- law, brother, brother- in-law, sister, sister-in-law, step-parent, step-son, or step- daughter of the employee, or legal ward or a child of a person standing in loco parentis, or any relative living in the immediate household of the employee.

14.7.1 Employees of the bargaining unit may request permission of their immediate supervisor to be absent without pay or use accrued vacation leave or accrued compensatory time on account of the death of any relative who is not a member of the immediate family.

14.7.2 Employees of the bargaining unit shall when practicable be required to contact their immediate supervisor or department office not later than four (4) hours after the start of the first regular work shift of absence to request bereavement leave unless there are extenuating circumstances.

14.7.3 Employees of the bargaining unit shall be required to complete a leave report no later than the 5th of the month following provided by the district upon return from bereavement leave and may be required to provide proof of eligibility such as a newspaper obituary notice or death certificate for bereavement leave benefits as may be required by the district.

14.7.4 In the event of a death of any present or past district employee where the funeral or memorial service is held locally during work hours, the bargaining unit employee may take one and one-half (1.5) hours of bereavement.

14.8 Judicial Leave

An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty and, when subpoenaed, to appear as a witness in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of the employee. If the employee is paid for jury duty by the court, the employee shall endorse the check to the district and deliver to the human resources department. The district shall then pay the employee his or her regular salary. Any meals, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.

14.8.1 Any day during which an employee who is assigned to an evening shift and who is required to serve any part of a day(s) shall be relieved from work with pay for that day(s).

14.8.2 Bargaining unit employees are required to report for work during any day or portion of a day equal to or greater than one-half of the work shift in which jury duty services are not required. In such instances the bargaining unit employee shall be required to work a number of hours which when added to the jury duty time (including a reasonable driving time) will equal a full work day for the bargaining unit employee (including lunch and break time). The district may require verification of jury duty time before or after providing jury duty compensation.

14.9 Military Leave

An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

14.10 Unpaid Parental Leave

An employee who is the natural or adoptive parent of a child may be entitled to an unpaid leave of absence for the purpose of child rearing or preparation for childbearing. Such leave shall be no longer than twelve (12) consecutive months and may be granted at the discretion of the district upon giving the district four (4) weeks' notice prior to the anticipated date on which the leave is to commence. Denials of unpaid leave shall not be arbitrary or capricious.

14.11 Personal Necessity Leave

14.11.1 Employees of the bargaining unit may use a maximum of seven (7) days of sick

leave in any fiscal year for personal necessity purposes. (See section 14.3.6 regarding sick leave). Unused personal necessity leave entitlement shall not be accumulated from year to year. The number of days of personal necessity leave entitlement shall not exceed the number of full days of unused sick leave to which the bargaining unit employee is entitled. Personal necessity leave may be granted for the following reasons:

14.11.1.1 Death of a member of the immediate family of the bargaining unit employee when additional leave is required beyond that provided in the bereavement provisions of this Article.

14.11.1.2 Accident, involving the bargaining unit employee's person or property, or the person or property of a member of their immediate family.

14.11.1.3 Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction.

14.11.1.4 Illness of a member of the immediate family of a bargaining unit employee.

14.11.1.5 Other emergency or personal necessity involving essential employee welfare which is substantiated by the employee and approved by the district.

14.11.2 The bargaining unit employee shall submit a request for personal necessity to their immediate supervisor not less than two (2) work days prior to the beginning of the date of leave except for the purposes specified in 14.11.1.1 and 14.11.1.2 or where extenuating circumstances make such notice impracticable. If the circumstances of personal necessity make it impractical for the employee to obtain advance authorization for personal necessity leave, the bargaining unit employee, must contact the immediate supervisor as soon as practicable, but, in no instance, later than two (2) hours after the start of the bargaining unit employee's regular work shift, provide reasons for the requested absence, and attempt to gain approval from the supervisor. The district, at its discretion, may waive the above requirement when it deems an emergency existed which made it impossible for the employee to comply with the notification procedure.

14.12 Personal Business Leave

14.12.1 Permanent bargaining unit employees and probationary bargaining unit employees who have completed six months of service may request a paid personal business leave of absence for reasons not enumerated elsewhere in this Agreement. Paid personal business leave shall not exceed one (1) working day in any fiscal year to be used in increments of not less than one-half workday. Paid personal business leave shall be non-accumulative and shall be for personal business matters which demand the bargaining unit employee's attention and which cannot reasonably be attended to during off-duty hours.

14.12.2 In no event shall personal business leave be utilized for any of the following reasons:

(1) Political activities or demonstrations

(2) Vacation, recreation or social activities

(3) Employee Association activities

(4) Routine personal activities

(5) Job search or investigation

(6) Any form of concerted activities, including work stoppage

14.12.3 A bargaining unit employee requesting use of paid personal business leave shall submit a request not less than two (2) days prior to the date of requested absence.

14.12.4 The bargaining unit employee shall not be required to state the specific nature of the business if the bargaining unit employee feels that the matter is personal, but shall be required to state that a personal situation exists and that the leave is not being utilized for any of the foregoing enumerated items.

14.12.5 The immediate supervisor may reject a request for paid personal business leave when in the judgment of the immediate supervisor the absence of the bargaining unit employee will seriously affect work production, the operation of the department, or where more than one bargaining unit employee in the department has requested leave on the same date.

14.12.6 Where more than one bargaining unit employee requests leave on a given date, the immediate supervisor shall give consideration to the requests in the order received.

14.13 Catastrophic Leave Donation Program

14.13.1 An employee must have completed probation in order to participate in or donate to the catastrophic leave program. An employee may donate earned vacation, sick leave, or compensatory time in one day increments to the catastrophic leave program.

14.13.2 *Process for Participation:*

14.13.2.1 The employee must submit a request to participate in the catastrophic leave program to the director of human resources. The director of human resources may require the employee to provide verification to support the catastrophic leave request.

14.13.2.2 An employee may be eligible to receive catastrophic leave donations for their catastrophic event or for the catastrophic event of the employee's spouse, domestic partner, parent, or child(ren).

14.13.2.3 The Director of Human Resources will determine whether the employee meets the requirements for catastrophic leave as defined in CA Ed Code 87045.

14.13.2.4 An employee may use up to forty-five (45) workdays of catastrophic leave donations per catastrophic event.

14.13.3 *Process for Donation:*

14.13.3.1 All catastrophic leave donations are irrevocable.

14.13.3.2 Employees making catastrophic leave donations must maintain a balance of at least five (5) days of earned vacation and/or sick leave after donation.

14.13.3.3 Excess catastrophic leave donations shall be maintained in the catastrophic leave bank for future use.

14.13.3.4 The Director of Human Resources will notify the CSEA President when CSEA employee catastrophic leave requests are received. CSEA will notify all eligible staff of the request for catastrophic leave donations.

14.13.3.5 By last working day in July and January, Human Resources will provide a catastrophic leave balance and utilization in the last six months to the CSEA President or their designee.

14.14 Leave of Absence (Voluntary)

When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the district and an employee. Denial of this leave is not subject to the grievance procedures of Article 7.

14.15 Break in Service

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

ARTICLE 15: Technology

15.1 Definition of Technology

The term 'Technology' refers to tools or systems – including, but not limited to, software, hardware, automation, artificial intelligence or related programs – used by the District to support operation efficiency, instruction, communication, or security. Nothing in this article shall be construed to limit the districts right to select, implement, or manage technology for operational or educational purposes. The district retains the sole discretion to introduce or discontinue technologies, as needed, to support its mission, provided such actions are consistent with applicable law.

15.2 Advance notice of New Technology

The district will make a reasonable effort to provide CSEA advance notification prior to the implementation of new technology that could lead to material changes to the essential functions of job classifications.

15.3 Impact and Effects of New Technology

The district agrees to meet and negotiate the impacts of technological changes that result in material changes related to areas or mandatory subjects of bargaining. Nothing in this provision shall limit the district's right to make operational decisions or adopt new technologies in support of its educational mission.

ARTICLE 16: TRANSFERS AND PROMOTIONS

16.1 Definition of Terms

16.1.1 *Reassignment:* A reassignment is a change in an employee's assignment within the same department and within the same class.

16.1.2 *Transfer:* A transfer is a change in an employee's assignment from one department to another.

16.1.3 *Temporary Transfer:* Has a defined end date that does not exceed one(1) year.

16.1.4 *Permanent Transfer*: Has no defined end date.

16.1.5 *Promotion:* A promotion is a change in the permanent assignment of an employee from a position in one class after an examination process to a vacant position in another class with a higher salary range.

16.1.6 *Demotion:* A demotion is a change in the permanent assignment of an employee from a position in one class to a vacant position in another class with a lower salary range.

16.2 Types of Transfers

16.2.1 *Process for Member-Driven Transfer: A request for any type of transfer or voluntary demotion shall be made in writing to the Executive Director of Human Resources. Requests shall be made considered by human resources in consultation with the incoming administrator or supervisor and the employee shall be notified of the decision within ten (10) working days. Said requests shall remain on file in the office of human resources for a period of twelve (12) months.*

16.2.1.1 *Voluntary Transfer:* Any employee of the unit may request a transfer at any time.

16.2.1.2 *Lateral Transfer*: Unit employee may request a lateral transfer to a vacant position of the same classification in another department.

Lateral transfers may include requests to move to a vacant position in the same classification at fewer months or hours. The unit employee shall indicate on their request they are aware the vacant position is fewer months or hours than their current assignment.

16.2.1.3 *Demotion or Reduction: Unit employee may request a demotion and/or a reduction in hours or months to a*

vacant position in a lower classification for which they meet minimum requirements.

16.2.2 *District Initiated Transfer:* A unit member may be transferred on a temporary or permanent basis at any time**.** Such transfer shall be necessary to meet the needs of the district. When the district initiates a permanent transfer, the affected unit members and CSEA shall be given notice ten (10) workdays prior to the final decision of the affected employee in order to schedule a meeting to negotiate the effects of the transfer if the unit member requests the meeting.

16.2.2.1 Where district need is not specialized, and the involuntary transfer may be satisfied by any employee in the classification, the district will first seek volunteers.

16.2.2.2 If there is a volunteer from the affected classification, the volunteer shall be transferred. If there are two or more volunteers, the employee with the most seniority shall be transferred.

16.2.2.3 If there are no volunteers, the least senior employee in the affected job classification shall be transferred.

16.2.3 *Medical Transfers:* When the required determination has been made pursuant to state and federal law that a permanent employee is medically unable to satisfactorily perform their regular job class duties because of illness or injury, the district shall hold an interactive process meeting to discuss work that can be completed within the employees job description. Should the employee request union representation, CSEA shall be notified 72 hours in advance of the interactive process meeting. . The transfer or reassignment, if any, shall be as follows:

16.2.3.1 The employee's duties in their regular position may be altered in accordance with the capabilities of the employee. Such change in duties may require reclassification if the change in duties is permanent.

16.2.3.2 The employee may accept demotion or transfer to a less demanding class or assignment.

16.2.3.3 The employee may accept assignment to a higher class in accordance with the selection procedures enumerated in the Agreement.

16.3 Position Vacancies for Which There is a Recruitment

16.3.1 *Posting of Vacancy:* When a new bargaining unit position is created or an

existing bargaining unit position becomes vacant and is to be filled, the recruitment will be posted on the District website for a period of not less than two weeks. This article shall be in accordance with Administrative Procedure (AP) 7120 Recruitment and Hiring and AP 7922 Classified Staff Recruitment and Hiring. Any employee in the unit may apply for transfer or promotion to that position.

16.3.2 *Posting Contents:* The job vacancy posting shall include, but not limited to: The job title; a brief description of the position and duties; the minimum qualifications; the assigned job site, the number of hours per day if less than full time, work schedule and months per year, compensation and the application deadline.

Applying: An employee in the unit may submit an online application to any posting on the District career site for which they feel they meet the minimum requirements. They must submit all required application materials as outlined in each posting.

16.3.3 *Consideration of Applicants:*

16.3.3.1 Selection shall be made, on such factors as skills, knowledge, professional qualifications, education, and training. Final decision on selection to fill vacancies shall be made by the district.

16.4 Mileage Compensation During Temporary Transfers

Any employee required to work at a work site on temporary transfer which is more than five (5) miles from their normal work site, shall be compensated for the total mileage difference between their normal work site and their temporary work site at the amount established in this Agreement for reimbursement for mileage up to twelve (12) months. Employees are required to submit the appropriate reimbursement claim to the business services office at the end of each month of temporary service.

ARTICLE 17: CLASSIFICATION AND RECLASSIFICATION

CLASSIFICATION:

17.1 Classification

Every bargaining unit position shall be placed in a class.

17.2 New Positions or Classes of Positions

New classifications created or positions added to classes that could reasonably be placed within the CSEA bargaining unit shall be subject to negotiation between the district and CSEA to determine if they are to be included in the bargaining unit.

17.3 Unit Placement Disputes

Disputed cases regarding bargaining unit placement shall be submitted to the Public Employment Relations Board (PERB) and shall not be subjected to the grievance procedures contained in this contract.

RECLASSIFICATION:

17.4 Definitions

Reclassification: 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. (Ed Code 88001). For the purposes of this article, "duties" and "functions" are used synonymously.

Essential Functions: The fundamental duties and responsibilities that are necessary for performing a particular job.

Knowledge: The theoretical or factual understanding of concepts, information, and principles relevant to a particular field or job.

Skills: The practical, learned abilities that enable an individual to perform specific tasks or activities effectively.

Abilities: The natural or innate talents and aptitudes that individuals possess. Abilities can include cognitive and physical abilities.

Minimum Qualifications: The minimum standard of education, training, and experience specific to each position.

Tasks: Methods by which the function is completed.

17.4.1 Qualifying Criteria for Reclassification:

The decision to reclassify a position is determined by the degree of the following factors:

- Required skills, knowledge and abilities
- Required experience and education
- Scope of responsibility
- Accountability
- Complexity
- Working conditions
- Supervision given or received
- Impact of decisions
- Scope and effect
- Physical demand or skill

Upon review of the factors listed above, it may be determined that based on the totality of the circumstances, the reclassification of a position may be warranted:

1. If a significant change in the level of one or more of the aforementioned factors occurs, as directed by their supervisor, and the change is intended to be permanent.
2. If not performing these functions would be detrimental to the operation of the department.
3. If it is determined that the position was originally under-classified.
4. If the job description does not accurately reflect the assigned duties.
5. If the salary is determined not to be competitive.
    a) Factors used in determining compensation include comparing mutually agreed-upon comparable institutions and classifications, internal and external market pressures, internal parity, existing compensation structures, and budgetary considerations.
6. A reclassification may be unwarranted:
    a) If there is an increase in the volume of work currently performed.
    b) If functions are already listed in the current job description.
    c) f the employee is performing a function or function(s) outside the scope of the current job description without the knowledge of or

direction of the supervisor.

d) If it is viewed as a reward for superior performance.

e) If additional assigned duties are at a comparable level and do not affect the degree of complexity, accountability, etc. of the position.

f) If is determined that the duties are not congruent with district goals and policies, reassignment of duties may be more appropriate than reclassification.

g) If the proposed changes consist of rephrasing or expanding upon existing duties to create the impression of increased workload or complexity, without substantive changes to the nature or scope of the responsibilities.

h) If the position was previously reclassified within the last four-years .

A reclassification does not guarantee an increase in compensation.

17.4.2 Incumbent Rights

When an entire class of positions or a position is reclassified, the incumbents in the positions shall be entitled to serve in the new positions.

17.5 Classification Review and Cyclical Classification review

The District and CSEA agree to establish a joint Classification Review Committee to develop mutually agreeable contract language governing Classification Review and Cyclical Classification Review. The Committee shall be composed of representatives appointed by the District and CSEA and shall meet on a mutually agreed-upon schedule to review existing Article 17 language. Identify areas requiring clarification or revision, and develop recommended procedures addressing roles and responsibilities, timelines, required documentation, evaluation criteria, employee and supervisor participation, compensation review, implementation dates, and any related matters necessary to support a fair, consistent, and transparent classification review process.

The Committee's work shall culminate in a Memorandum of Understanding between the parties. Upon execution and approval by the parties, the Memorandum of Understanding shall supersede and replace the existing language in Article 17 related to Classification Review and Cyclical Classification Review, unless otherwise expressly stated in the Memorandum of Understanding.

During the Committee's work, the parties agree to suspend the Cyclical Classification Review process, except as otherwise mutually agreed in writing. The Suspension shall not prohibit the District and CSEA from meeting and negotiating over classification-related matters as required by law or this Agreement. Additionally, this agreement does not impact any pending grievances filed over the suspended language in the 2023-26

collective barging agreement. The parties shall make a good faith effort to complete the Committee's work and finalize the proposed Memorandum of Understanding withing a mutually agreed-upon timeframe.

If the parties cannot mutually agree to a new process, the prior process will be reinstated.

17.5.1 Restructure/Re-Organizations

When a proposed restructure/reorganization affects classified bargaining unit employees, the District shall:

- Notify CSEA of the initiation of restructure/reorganization
- Meet and negotiate regarding matters within the scope of bargaining, including the impact on bargaining unit positions insofar as:
- Changes are logically and reasonably related to wages, hours, or one of the enumerated terms and conditions of employment (Government Code 3543.2);
- The subject is of such a concern that conflict is likely to occur and collective bargaining can resolve the conflict; and
- The district's obligation to negotiate would not significantly abridge its freedom to exercise managerial rights necessary to carry out the district's mission.

Once the parties have reached an agreement, CSEA shall:

- Enter into a Tentative Agreement (TA) on proposed changes to positions; then
- Submit Tentative Agreement for 610 review; then
- Send Tentative Agreement to members for ratification.

The timeline for this process shall not exceed six (6) months from the time the District notifies CSEA of proposed changes to ratification.

ARTICLE 18: LAYOFF AND REEMPLOYMENT

18.1 Layoff and Reemployment

In accordance with established law, the district will provide advanced notice and an opportunity to meet and negotiate with CSEA regarding the effects of a decision to layoff employees covered by this agreement.

If the district is not eliminating a position, the district agrees to provide advanced notice and an opportunity to meet and negotiate a decision regarding the reduction of bargaining unit positions' scheduled work hours, as well as the effects of any such reduction.

18.2 Layoff

Layoff of permanent classified employees are conducted in accordance with section 88017 of the California Education Code. Notwithstanding the other requirements of CA Ed. Code 88017 respecting layoff of permanent classified employees, when classified positions must be eliminated as a result of the expiration of specially funded program, the employees to be laid off shall be given written notice not less than 60 days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights.

A written notice of layoff for the upcoming school year shall be given to local CSEA leadership no later than thirty (30) calendar days prior to the permanent employee(s) notification on March 15th annually. If classified employees are being laid off because of the expiration of a specially funded program, the District shall provide written notice of the layoff during the school year at least sixty (60) working days prior to the effective date of the layoff.

18.2.1 Final written layoff notices to those permanent classified employees subject to layoff due to lack of work or lack of funds shall be served. No later than May 15th (Ed. Code Section EDC § 88017

18.3 Reduction in Hours and Demotions

Employees who accept a voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall receive the same reemployment rights as employees who are laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months.

18.4 Order of Layoff/Reduction

Classification is defined as title of position and range placement. Whenever a classified

employee is laid off, the order of layoff/reduction within the class shall be determined by length of service. The employee, who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff.

For purpose of determining seniority in this article, the length of service shall mean date of hire.

Date of hire is defined as the date the employee entered in a classified position as defined in Article 1 of this agreement.

18.5 Bumping Rights

An employee laid off or reduced from their present class may bump into the next lowest class in which the employee has greatest seniority considering their seniority in the lower class and any higher classes. The employee may continue to bump into lower classes to avoid layoff/reduction.

18.6 Layoff in Lieu of Bumping

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

18.7 Equal Seniority

If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off/reduced will be made on the basis of the greater hire date seniority; if they are equal, then the determination shall be based on the number of hours an employee has been in a paid status in the class plus higher classes; and if they are still equal, the determination shall be made by lot.

18.8 Reemployment Rights

When on the reemployment list, laid off persons are eligible for reemployment in a position in any classification to which they have reemployment rights. Such persons shall be reemployed in the reverse order of layoff. Their reemployment in any classification in which they meet minimum qualifications shall take precedence over any new employment in the class.

In addition, they shall have the right to apply for promotional positions within the filing period specified in the Transfers and Promotions Article 16 of this agreement for a period of thirty-nine (39) months following layoff. An employee on a reemployment list

shall be notified of promotional opportunities. Employees shall remain on the list until reemployment or expiration of their allotted time.

18.8.1 Bargaining unit employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the bargaining unit employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority for an additional twenty-four (24) months.

18.9 Retirement in Lieu of Layoff

18.9.1 Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employee shall within five (5) workdays prior to the effective date of the proposed layoff complete and submit a form provided by the district for this purpose.

18.9.2 The employee shall then be placed on a thirty-nine (39) month reemployment list.

18.9.3 The district agrees that when an offer of reemployment is made to an eligible person retired under this article, and the district receives within ten (10) working days a written acceptance of the offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate their retired status.

18.9.4 An employee subject to this section who retires and is eligible for reemployment and who declines an offer of reemployment up to and equal to that from which laid off, shall be deemed to be permanently retired.

18.9.5 Any election to retire after being placed on a reemployment list shall be retirement in lieu of layoff within the meaning of this section.

18.10 Notification of Reemployment Opening

Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the district of an opening in their previous classes. Such 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.

18.11 Employee Notification to District

An employee shall notify the district of their intent to accept or refuse reemployment within ten (10) working days following receipt of the reemployment notice. If the employee does not accept the reemployment, after the second notification, the employee's eligibility on the reemployment list shall terminate.

18.12 Reemployment in Highest Class

Employees shall be reemployed in the highest rated job classification available in accordance with their class seniority. Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) month rights to the higher paid position, or in the case of a voluntary reduction, for a total of sixty-three (63) months.

18.13 Seniority Roster

The district shall maintain an updated seniority roster indicating employee's length of service. Such roster shall be provided to CSEA at least forty-five (45) days prior to any layoff and upon request.

ARTICLE 19: DISCIPLINARY ACTION

19.1 Disciplinary Action

"Disciplinary action" may include one or more of the following: verbal warning, written warning, written reprimand, Performance Improvement Plan (PIP), suspension, demotion and dismissal. Investigation and disciplinary action against police officers shall be conducted in accordance with the California Peace Officer Bill of Rights (POBR) sections 3303 and following.

19.1.1 Verbal Warning: Progressive discipline may include a verbal warning, which shall take place as soon as practicable from the date when the immediate supervisor is aware of the employee's alleged violation of established rule, procedures, and expectations. Verbal warnings may be documented.

19.1.2 Written Warning: The written warning shall be given to an employee as soon as practicable from the time the immediate supervisor is aware of the employee's alleged violation of established rules, procedures, and expectations.

19.1.2.1 The written warning shall include specific information and the facts outlining the basis of the warning and shall include steps for improvement.

19.1.3 Written reprimand: The written reprimand shall be given to the employee as soon as practicable from the time the immediate supervisor is aware of the employee's alleged violation of established rules, procedures and expectations. The written reprimand will be a separate written statement identifying misconduct or performance deficiencies clearly identified as a reprimand.

19.1.3.1 An employee who receives a written reprimand shall have the right to respond in writing within ten (10) working days of receipt of the reprimand. The written response will be attached to the reprimand when placed in the personnel file.

19.1.4 The disciplinary procedures set forth below (19.4 through 19.7) do not apply to written reprimands.

19.1.5 Performance Improvement Plan (PIP): A PIP is a formal written document issued to an employee to identify performance deficiencies, specify required improvements, and establish a reasonable period for improvement. District PIPs typically utilize the "off-cycle" evaluation pursuant to Article 6.

19.1.5.1 Failure to meet and sustain required performance standards addressed in the PIP may result in further disciplinary action to include demotion, suspension, or dismissal.

19.1.6 Suspension shall be a temporary separation from service without pay for disciplinary reasons, not to exceed thirty (30) working days.

19.1.7 Demotion shall be a reduction from one classification to a lower classification within the same or similar job family at a lower rate of pay for disciplinary reasons or a decrease in salary to a lower step within a salary range for disciplinary reasons.

19.1.8 Dismissal shall be separation from employment for disciplinary reasons.

19.1.9 Generally, discipline will follow a progressive approach, which attempts to correct, resolve or remediate the employee's performance or behavioral issue(s) at the lowest most effective level. The district and CSEA recognize that there are situations in which progressive discipline is not appropriate.

19.2 Just Cause

Discipline shall be imposed on permanent employees of the bargaining unit only for just cause. Disciplinary action is final upon the effective date set forth in the final notice (see 19.5.3). If the employee is dismissed, then the employee will not be paid after that effective date.

No disciplinary action may be taken for conduct that occurred before the employee became permanent, or for conduct that occurred more than two (2) years prior to the initiation of disciplinary action. An exception applies if the employee concealed the conduct or failed to disclose it when the employee reasonably should have done so. However, the district may use conduct or performance older than two (2) years as evidence of an ongoing pattern of conduct or performance.

19.3 Employee Right to Representation

In compliance with Weingarten Rights, prior to being called into a meeting with their supervisor, bargaining unit employees shall be notified of the purpose or subject of the meeting. If the purpose of the meeting is investigatory and could reasonably lead to discipline of the employee, the employee may request representation. Employees shall be allowed to have their representative present during the meeting if requested as set forth above.

1 9 . 3 . 1 If the employee requests representation, the association shall be provided clear purpose and subject(s) which will be discussed during the meeting in order to

provide fair representation, allow for coordination in relation to date and time for meeting. The supervisor must stop the meeting or reschedule a disciplinary meeting until a representative can be present.

1 9 . 3 . 2 Constructive criticism is not a basis for representation.

19.4 Disciplinary Action for Suspension, Demotion and Dismissal

Disciplinary action shall be taken in compliance with the following procedures:

19.4.1 *Notice of Intent:*

Whenever the appropriate authority intends to suspend an employee, demote the employee, or dismiss the employee, the appropriate authority shall give the employee a written notice of discipline which sets forth the following:

19.4.1.1 The disciplinary action intended;

19.4.1.2 The charges in ordinary and concise language of the specific act and omissions upon which the action is based;

19.4.1.3 The cause for the action being taken, whether it is an action based on a violation of a rule, regulation or policy of the district. The rule or regulation shall be set forth;

19.4.1.4 A copy of all written materials, reports, or documents upon which the discipline is based;

19.4.1.5 Notice of the employee's right to respond to the charges either orally and/or in writing to the appropriate authority (commonly referred to as a Skelly meeting);

19.4.1.6 Notice of the employee's right to bring any representative of CSEA, attorney or any representative to the Skelly meeting, if any;

19.4.1.7 The date, time and person before whom the employee may respond, upon the employee's request, in no less than five (5) working days;

19.4.1.8 Notice that failure to respond at the time specified shall constitute a waiver of the right to respond prior to final discipline being imposed.

19.4.2 *Response by Employee:*

The employee shall have the right to respond to the appropriate authority orally or in writing. The employee shall have a right to be represented at any meeting (commonly referred to as a Skelly meeting) set by the appropriate authority to hear the employee's response. In cases of suspensions, demotions, or dismissal, the employee's response will be considered before

final action is taken.

19.4.3 *Final Notice:*

After the response or the expiration of the employee's time to respond to the notice of intent, the appropriate authority shall: (1) dismiss the notice of intent and take no disciplinary action against the employee; or (2) modify the intended disciplinary action; or (3) prepare and serve upon the employee a final notice of disciplinary action. The final notice of disciplinary action shall include the following:

19.4.3.1 The disciplinary action taken;

19.4.3.2 The effective date of the disciplinary action taken which shall not be less than ten (10) working days from the date of the notice;

19.4.3.3 The charges in ordinary and concise language of the specific act and omissions upon which the action is based;

19.4.3.4 The cause for the action taken, whether it is an action based on a violation of a rule, regulation or policy of the district. The rule or regulation shall be set forth;

19.4.3.5 The written materials, reports and documents upon which the disciplinary action is based;

19.4.3.6 The employee's right to appeal within ten (10) working days;

19.4.3.7 A document, the signing of which shall constitute a demand for a hearing.

19.5 Appeal

19.5.1 If within ten (10) working days the employee appeals the discipline, the Human Resources Director shall schedule a hearing before the Board of Trustees.

19.5.2 The hearing shall be set no later than forty (40) calendar days from the date of the filing of the appeal. All interested parties shall be notified of the date, time and place of the hearing at least ten (10) working days before the hearing. The Board may, prior to or during a hearing, grant a continuance for good cause.

19.5.3 All hearings shall be private; provided, however, that the employee may request a hearing open to the public. Any request for an open hearing shall be submitted five (5) working days prior to the hearing date or the hearing will be closed.

19.5.4 Both district and the employee are allowed to be represented by legal counsel and/or other designated representative.

19.5.5 The hearing shall be tape recorded. If either party requests a court reporter or

transcript, the requesting party shall pay the cost.

19.5.6 The Board shall if requested by the district or the employee, issue subpoenas for necessary witnesses, and/or require the production of unprivileged documents or other material evidence prior to the commencement of such hearing as long as the request is received in writing at least ten (10) working days prior to the date set for the hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the Board if the need for the subpoena could not reasonably have been anticipated before the hearing.

19.5.7 Ten (10) working days prior to the date set for the hearing, each party shall serve upon the other party and submit to the Human Resources Department a list of all witnesses and all exhibits. Number shall designate the employer's exhibits. Alphabetical letter shall designate the employee's exhibits. Neither party will be permitted to call during the hearing a witness not identified pursuant to this section nor use any exhibit not provided pursuant to this section unless that party can show that they could not reasonably have anticipated the prior need for such witness or exhibit.

19.5.8 The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses but hearings shall be conducted in a manner most conducive to determination of the truth. Any relevant evidence may be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding. The rules dealing with privileges shall be effective to the same extent that they are not or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence may be excluded. Decisions made by the Board shall not be invalidated by any informality in the proceedings, and the Board shall not be bound by technical rules of evidence.

19.5.9 The Board shall rule on the admission or exclusion of evidence.

19.5.10 Each party shall have these rights: To make opening and closing statements; to call, examine, and redirect witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues; to impeach any witness regardless of which party first called them to testify; and to rebut the evidence against them.

19.5.11 Oral evidence shall be taken only under oath or on affirmation.

19.5.12 The Board shall determine relevancy, weight, and credibility of testimony and evidence, and shall base all findings on the preponderance of evidence. The burden of proof shall rest upon the district.

19.6 Board of Trustees' Decision

19.6.1 The Board of Trustees shall as soon as possible render findings and a decision.

19.6.2 The Board shall submit in writing to all parties its findings and conclusions.

19.6.3 The Board may sustain or reject any of the charges and may sustain, reject or modify the discipline. If the Board reinstates a terminated employee, the employee is entitled to back pay for the period of absence minus any money the employee has earned during this period, except any money earned at any job which was held prior to the effective date of the disciplinary action.

19.6.4 The decision of the Board of Trustees is final.

19.7 Sex and Narcotics Offenses

19.7.1 Any employee charged by complaint, information or indictment filed in a court of competent jurisdiction with any sex offense as defined in Section 87010 of the Education Code, any narcotics offense as defined in Section 87011 of the Education Code, or any other offense enumerated in Section 88123 of the Education Code, may be placed on a compulsory leave of absence for such period of time, and subject to such conditions, as are set forth in Section 88123 of the Education Code. The employee may receive compensation as provided for in Section 88123 of the Education Code, or the Board of Trustees may provide that the leave be with pay without the need to post a bond or without need to repay the district in the event the employee is convicted of such charges, or does not return to service after the expiration of the leave.

19.7.2 The employee will be provided the following prior to being placed on leave:

a. Written notice of the proposed action;

b. The reasons for the proposed action;

c. A copy of any material upon which the proposed action is to be based;

d. A right to respond orally or in writing to the proposed action.

19.7.3 The superintendent/president, or their designated representative, has the authority to suspend an employee pending action by the Board of Trustees at its next regularly scheduled meeting, or at a special meeting called for the purpose of considering placement of the employee on a compulsory leave of absence, if after considering the employee's response, if any, the superintendent/president, or their designee, is of the opinion that such action is in the best interests of the district.

ARTICLE 20: WORK PLACE SAFETY

20.1 District Compliance

The district shall conform to and comply with all health, safety, and sanitation requirements imposed by county, state or federal law or regulations adopted under state or federal law or county regulations.

20.1.1 In reference to board policy (BP) 6800 Occupational Health and Safety the District will provide personal protective equipment (PPE) to employees as necessary to promote a safe and healthy working environment.

20.2 Reporting Unsafe Conditions

Any time a bargaining unit employee encounters an unsafe condition on the job, the affected employee(s) should file a report regarding the possible unsafe condition through the facilities work order system on the myHancock portal. Alternatively, for non-urgent requests the employee may complete the Safety Hazard/Suggestion Report Form also available on the myHancock Portal. CSEA is represented on the Safety Committee, and may provide input to any investigation.

20.2.1 No employee shall be in any way retaliated against as a result of reporting any condition believed to be a violation of this section.

20.3 Safety Committee

The district Safety Committee shall include proportional representation from CSEA. The committee shall review health, safety, sanitation and working conditions to insure compliance with Section 20.1. The committee shall make recommendations to the district concerning improvements in health, safety, sanitation, and working conditions.

20.3.1 Release Time: The bargaining unit members of the committee shall be allowed reasonable release time to attend meetings of the committee or related activities.

20.4 Drug and Alcohol Testing Pursuant to the United States Department of Transportation Regulations per Board Policy 6950

20.4.1 This section shall only apply to bargaining unit employees in positions identified by Board Policy 6950.

20.4.2 Prohibited conduct may result in disciplinary action up to and including termination in accordance with the procedures set forth in Article 19.

20.4.3 Any drug/alcohol treatment and/or rehabilitation cost shall be borne by the bargaining unit employee if such cost is not covered by the district medical insurance plan as provided by Article 11, Health and Welfare, Section 11.2.

20.4.4 Any leave approved by the district for alcohol/drug treatment and/or rehabilitation during the bargaining unit employee's contract year shall be in accordance with Article 14, Leaves, and shall be taken from the employee's sick leave if sick leave is available.

20.5 District Audio/Video Surveillance Systems

The intended use of the District Audio/Video Surveillance systems is for safety, security, law enforcement purposes, and business efficiency per administrative procedure (AP) 3500 – Campus Safety. Should there be a change to AP 3500, CSEA reserves the right to demand to bargain any resulting impacts and effects.

ARTICLE 21: CAMPUS SAFETY CLASSIFICATIONS

This Article applies solely to the classifications within the Campus Safety Department

21.1 Uniforms and Equipment

21.1.1 The cost of the purchase of uniforms, equipment, identification badges, emblems, shoulder patches, badge patches, and business cards required by the District shall be fully paid by the district.

21.1.2 The cost of embroidering a bargaining unit employee's name on all uniform shirts shall be fully paid by the district, whether the district or the bargaining unit employee owns the shirts.

21.1.3 The District agrees to provide the following initial uniform and equipment items for all new bargaining unit employees prior to their starting date.

Uniform items:

One (1) pair Class A uniform pants;
Three (3) pairs Class B uniform pants;

Two (2) Class A blue long sleeve uniform shirt;

Three (3) Class B blue short sleeve uniform shirts;

Two (2) Class C uniform shirts;

One (1) gold tie bar and pins associated with rank or designation;

One (1) navy blue hat/caps;

One (1) district authorized metal uniform badge, flat badge and holder, and ID card issued by the police department.

Equipment items:

The following items shall be purchased and maintained by the district and will remain the property of same. Upon termination of employment, the below items shall be returned to the district:

One (1) nylon duty belt + liner belt;

One (1) key holder silent or regular;

Four (4) belt keepers;

One (1) double handcuff case;

Two (2) pair of handcuffs;

One (1) rechargeable flashlight with AC charger and holder;

One (1) mace/pepper spray and holder;

One (1) collapsible baton and holder or Koga baton and holder;

One (1) radio holder and earpiece;

One (1) taser;

One (1) taser holster;

Soft Body Armor, Level III A or higher threat level (the safety vest may include a hard and soft trauma plate);

Raingear (Jacket, shirt, pants);

One (1) duty bag;

Gun holster;

Duty Weapon and magazines;

Triple magazine pouch;

Three (3) magazines for the primary duty weapon;

One (1) Black uniform Jacket (All weather jacket w/ liner);

One (1) tourniquet and holder

Any other district assigned equipment as directed

21.2 Uniform Allowance

For the maintenance of required uniforms, equipment, and rain gear, bargaining unit employees will receive an annual allowance of $1,000 on the November payroll. The $1,000 allowance pertains to police officers only. Newly hired bargaining unit employees shall commence receiving the uniform allowance after successful completion of a one-year probationary period. During probationary period, newly hired bargaining unit employees shall be reimbursed monthly for the maintenance of required uniforms, equipment, and rain gear. Officers shall submit receipts and required forms through the District reimbursement process.

21.3 Personal Property

21.3.1 Personal property, which is destroyed or damaged in the course of employment, shall be repaired or replaced by the district within sixty (60) calendar days from the date the bargaining unit employee submitted a claim to the district.

21.3.2 Personal property are those items necessary during job-related activities. Items include uniforms, eye glasses, and watches.

21.3.3 Personal property shall not include those items not required for job related activities. Items not included are necklaces or chains; earrings, bracelets, and other jewelry.

21.3.4 The total payable claims for prescription eye glasses shall not exceed $175 per occurrence. The total payable claims for watches shall be $50 per occurrence.

21.3.5 The procedure for the repair or replacement of damaged personal property shall be the same for district property as described in the AHC Police Department Policy Manual.

21.4 Overtime/Compensatory Time

21.4.1 The choice of payment for overtime or receiving compensatory time off shall be at the discretion of the bargaining unit employee.

21.4.2 Should a bargaining unit employee be required to finish a report prior to leaving duty at the end of their regular duty shift, the time necessary to complete those reports shall be automatically approved for overtime/compensatory time (as noted above).

21.5 Call-Back/Call-In Duty

21.5.1 All bargaining unit employees called back or called in to duty shall be compensated at their overtime rate of pay for two (2) hours or the number of hours actually spent on duty, whichever is greater.

Call-back time is defined as a bargaining unit employee called back to work after completion of their regular assignment.

Call-in time is defined as a bargaining unit employee called in to work on a day when the bargaining unit employee is not scheduled to work.

21.6 Workweek

21.6.1 The workweek shall consist of five consecutive days or thirty seven (37) hours per week. This Article shall not restrict the extension of regular workday or workweek on an overtime basis for emergencies. An “emergency” for the purposes of this Article is defined as circumstances which could not have been planned for.

21.6.2 *Alternate Work Schedule*: Nothing in this section shall prohibit an individual bargaining unit employee and the district from mutually agreeing to implement a schedule of 9.25 hours per day, thirty-seven (37) hours per week on four (4) consecutive days, or some other flexible work schedule, while

maintaining thirty-seven (37) hours in the workweek. If the four-day plan, or some other flexible schedule, is implemented, the bargaining unit employee shall not earn overtime for hours in excess of 7.5 hours in one (1) day, but shall earn overtime for hours worked in excess of 37 hours in a week.

21.6.3 *Alternate Workweek Holiday*: Unit members working an alternative workweek shall be given a substitute holiday or provided compensation in the amount to which the employee would have been entitled to have the holiday fallen within his or her normal work schedule. (Per Ed Code 88206)

21.7 Lunch Period

21.7.1 All bargaining unit employees covered by this Article for the district Police Department shall be given a one half (1/2) hour paid lunch period at an undesignated time as part of their workday. It is understood that as this lunch period is paid, the bargaining unit employee shall still be required to answer urgent calls to service during their lunch period. The bargaining unit employee shall be allowed to go off campus, but no more than four (4) miles from the campus.

21.8 Rest Periods

21.8.1 All bargaining unit employees shall be granted rest periods, which, insofar as practicable, shall be in the middle of each full-time work period in the morning and afternoon, at the rate of fifteen (15) minutes. The bargaining unit employee shall be allowed to go off campus, but no more than four (4) miles.

21.8.2 Time from unused rest periods may not be used to lengthen the lunch break or shorten the work day. Rest periods shall not be applied to any time owed the district that is to be made up.

21.8.3 Rest periods are part of the regular work day and shall be taken during the regular work day and compensated at the regular rate of pay for the bargaining unit employee.

21.9 Dispatcher and Campus Safety Officer (CSO) Classifications (only)

21.9.1 *Uniform Allowance*: For the purchase and maintenance of required uniforms, equipment, and rain gear, bargaining unit employees shall receive an annual allowance of $500 annually on the November payroll. Newly hired dispatchers shall commence receiving the uniform allowance after successful completion of a one-year probationary period. Newly hired CSOs shall commence receiving the uniform allowance after successful completion of six-month probationary period.

- During their probationary period, newly hired bargaining unit employees shall be reimbursed monthly for the maintenance of required uniforms, equipment, and rain gear. Employees shall submit receipts and required forms through the District reimbursement process.

21.9.2 **Uniform Items:**

One (1) pair Class A uniform pants;

Three (3) pairs Class B uniform pants;

Two (2) Class A blue long sleeve uniform shirt;

Three (3) Class B blue short sleeve uniform shirts;

Two (2) Class C uniform shirt;

One (1) navy blue short sleeve uniform shirts;

Two (2) Class C uniform shirt;

One (1) navy blue hat/cap;

One (1) district authorized metal badge and ID card issued by the police department.

Equipment Items:

The following items shall be purchased and maintained by the district and will remain the property of same. Upon termination of employment, the below items shall be returned to the district:

One (1) nylon duty belt + liner belt;

One (1) key holder silent or regular;

Four(4) belt keepers;

One (1) handcuff case (CSO only);

One (1)paid of handcuffs (CSO only);

One (1) rechargeable flashlight with AC charger and holder;

One (1) radio holder and earpiece

Raingear (Jacket, shirt, pants);

One (1) uniform jacker (All weather jacket w/liner);

One (1) tourniquet and holder;

Any other district assigned equipment as directed.

ARTICLE 22: HIRING

22.1 Bargaining Unit Distribution of Job Information

Upon initial employment and each change in classification each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to their position, the regularly assigned work shift, the hours per day, days per week, and months per year.

22.2 Non-Bargaining Unit Employees

Short-term employees, student employees, professional experts, and substitute employees will be hired in accordance with Appendix C.

22.3 Volunteers

The district shall use volunteers in accordance with Ed Code Section 72401 and the applicable state and federal law.

22.3.1 An individual shall not be considered a volunteer if the individual is otherwise employed by the district to perform the same type of services as those for which the individual proposes to volunteer.

22.3.2 An individual shall not perform hours of volunteer service for the district when such hours involve the same type of services which the individual is employed to perform for the district.

ARTICLE 23: SEVERABILITY

23.1 Savings Clause

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

23.2 Replacement for Severed Provision

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 24: PROFESSIONAL GROWTH AND DEVELOPMENT

24.1 Professional Growth

On either a reduced pay or an adjusted work schedule basis, a bargaining unit employee may submit a request for permission to take a college course during their regularly scheduled work day to the immediate supervisor with final approval by director of human resources. Approval of such a request shall be contingent upon the following conditions:

24.1.1 The course will improve the employee's service to the district.

24.1.2 Additional funds will not be required.

24.1.3 Classes taken during regular work hours must meet the following conditions:

1. The absence of the employee will not adversely affect the normal working operations of their department.
2. The class will improve the employee's service to the district; or,
3. The class is required for the degree the employee is seeking;
4. Adjusted hours will be made up on the same day they are taken;
5. Two (2) or more employees will not take classes on an adjusted work schedule basis, and be gone from the work unit at the same time;
6. When two (2) employees in the same work unit have applied for the same hours of release time, the employee with the most seniority will have priority.

24.1.4 The maximum number of adjusted work hours per week which may be allowed will be determined by the district.

24.1.5 The amount of reduced pay shall be proportionate to the time taken from the regular workweek.

24.1.6 Unit employees shall be allowed to take classes at Allan Hancock College during their assigned lunch break provided the classes do not interfere with the assigned work schedule.

24.2 District Reimbursement

The district shall reimburse bargaining unit employees for the registration fees, unit fees, cost of books, and required materials for all classes taken at Allan Hancock College. Reimbursements for these bargaining unit employee expenses shall be made upon completion of the class with a grade of “C,” “P,” or better and upon presentation of a receipt and completion of the reimbursement claim form which shall be submitted to the Business Services department for processing.

24.3 Academic Degrees beyond Associate Level

Employees pursuing academic degrees beyond the associate level shall be reimbursed the cost of tuition and enrollment fees upon completion of courses with a grade of "C" or better, and upon presentation of receipt for said costs and completion of the reimbursement claim form which is submitted to the business services department for processing. Reimbursement shall be limited to $1,500 per employee per fiscal year in which the course(s) are completed and an annual maximum allocation of$10,500 for the bargaining unit.

24.4 District Required Training

Time spent in taking an Allan Hancock College course which is necessary for the performance of an employee's job and which the employee's supervisor directs them to take, with approval from the appropriate district vice president and the director of human resources, will be considered part of the employee's regular work schedule. Approval of such request shall be contingent upon the following conditions:

24.4.1 The course is necessary for providing or improving district services as approved by the supervisor.

24.4.2 Additional funds will not be required for substitute help.

24.4.3 No more than one course or four units, whichever is greater, can be taken in any one semester or term.

24.1.1 The district will pay the enrollment fee and the cost of instructional materials including required textbooks.

24.1.2 The absence of the employee will not adversely affect the normal working operations of their department.

24.1.3 The expectation is that the employee will successfully complete the training. If the employee does not complete the training, or does not successfully complete the training, the employee will be responsible for the cost of the enrollment fee and instructional materials including required textbooks.

24.5 Professional Development Funds

24.6.1 The district shall provide $10,000 annually, each fiscal year, for the purpose of professional development opportunities for bargaining unit members to improve service to the District. Training or professional development required by the employee’s supervisor as a term or condition of employment shall not be paid out of this fund.

24.6.2 Interested employees shall submit the Classified Professional Development Funding Request residing on the District portal. Which goes to the designated CSEA representatives appointed by the chapter president or their designee. This will be submitted in addition to required forms for travel submitted to business services and the appropriate supervisor.

ARTICLE 25: PARKING

25.1 Issued Parking Permits

Annually, bargaining unit employees will receive one virtual parking permit that will be authorized for use at the Santa Maria and Lompoc campuses.
A one-year virtual parking permit will be issued annually to all bargaining unit employees at no cost. Each bargaining unit employee will be issued one permit and vehicles may be added using the District's virtual parking system. Only one permitted vehicle may be parked on campus at any time.

ARTICLE 26: CONCERTED ACTIVITIES

26.1 No Strike Clause

It is agreed and understood that there will be no strike, work stoppage, slow down, or other concerted action by CSEA, or by its officers, agents, or members during the term of this Agreement. In the event of a strike, work stoppage, slow down or other interference with the operations of the College by bargaining unit members who are represented by CSEA, the CSEA agrees in good faith to take all necessary steps to cause those members to cease such action. It is agreed and understood that any bargaining unit member violating this Article may be subject to discipline up to and including termination by the Board.

26.2 No Lock Out

It is agreed and understood that the district will not lock out bargaining unit employees.

ARTICLE 27: NEGOTIATIONS AND COMPLETION OF AGREEMENT

27.1 Notification and Public Notice

If either party desires to alter or amend this Agreement, it shall provide written notice and a proposal to the other party of said desire and the nature of the amendments and cause the public notice provisions of the law to be fulfilled.

27.2 Commencement of Negotiations

Negotiations shall commence within thirty (30) working days of satisfaction of the public notice requirements. Negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.

27.3 Impasse

If notice has been given in accordance with the preceding sections, and the parties have not been able to agree upon terms of a new Agreement, either party may institute impasse procedures according to the Government Code. Once impasse procedures have been invoked, this Agreement shall remain in full force and effect until the conclusion of the impasse process.

27.4 Release Time for Negotiations

CSEA shall have the right to designate up to six (6) employees who shall be given reasonable release time to participate in negotiations.

27.5 Ratification of Additions or Changes

Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

27.6 Completion of Agreement

This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements both written and oral. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the two parties in a written and signed amendment to this Agreement.

27.7 Reopeners

The parties agree there shall be no reopeners in the current collective bargaining agreement (ending June 30, 2029). Should negotiations be reopened with another employee organization prior to the expiration of an existing multi-year contract on the issues of compensation those applicable articles shall also be reopened with CSEA.

ARTICLE 28: DURATION

28.1 This Agreement shall become effective July 1, 2026 and shall continue in effect until June 30, 2029.

28.2 Signed and entered into this agreement on the 9th day of July, 2026

Kevin Walthers (Nov 10, 2026 15:59:02 PST)

Kevin G. Walthers, Ph.D.
Superintendent/President

Ruben Ramirez (Nov 10, 2026 13:47:07 PST)

Ruben C. Ramirez
Executive Director, Human Resources and Labor Relations
Chief Negotiator

Genevieve Siwabessy (Nov 9, 2026 13:17:36 PST)

Genevieve Siwabessy, Ed.D.
Associate Superintendent/Vice President, Student Services
District Representative

Janeal Blue

Janeal Blue
Assistant Director, Human Resources and Labor Relations
District Representative

Laura Becker
Interim Associate Superintendent/Vice President, Finance and Administration
District Representative

Zachary Ortiz

Zachary Ortiz
Regional CSEA Representative

Toby McLaughlin

Toby Mclaughlin
Science Laboratory Specialist
CSEA President Chapter #251

Jennie Robertson (Nov 3, 2026 09:19:38 PST)

Jennie Roberston
Academic Scheduling Specialist
CSEA Representative Chapter #251

Ramon Adams

Ramon Adams
College District Police Officer
CSEA Representative Chapter #251

Jon Nichols

Jon Nichols
HVAC Controls Technician II
CSEA Representative Chapter #251

Mackenzie Greeley

Mackenzie Greely
Grant Analyst II
CSEA Representative Chapter #251

Phil Hamer (Nov 5, 2026 08:15:44 PST)

Phil Hamer
Web Services Specialist
CSEA Representative Chapter #251

APPENDIX A: BARGAINING UNIT POSITION LIST

The positions for Appendix A shall reside on the District website are grievable in accordance with the collective bargaining agreement and to comply with the California Code of Regulations (CCR 570.5). No compensation adjustments were made to the salary schedules, although Appendix A reflects updated job titles for selected positions to maintain compliance with Publicly Available Pay Schedule (PAPS) in accordance with CalPERS. Positions noted with an asterisk (*) in Appendix A are entitled to safety footwear as outlined in Article 10.

Appendix B1 – Salary Schedule 55

37 HOURS WEEK HOURLY RATES
ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT

CLASSIFIED BARGAINING UNIT SALARY SCHEDULE

JULY 1, 2026

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
14	HOUR	20.07	21.07	22.13	23.23	24.39	25.62
	MONTH	3,218	3,379	3,548	3,725	3,911	4,107
	ANNUAL	38,616	40,548	42,576	44,700	46,932	49,284
15	HOUR	20.74	21.78	22.87	24.01	25.22	26.48
	MONTH	3,326	3,492	3,667	3,850	4,043	4,245
	ANNUAL	39,912	41,904	44,004	46,200	48,516	50,940
16	HOUR	21.50	22.57	23.70	24.89	26.13	27.44
	MONTH	3,447	3,619	3,800	3,990	4,190	4,400
	ANNUAL	41,364	43,428	45,600	47,880	50,280	52,800
17	HOUR	22.21	23.32	24.49	25.71	26.99	28.34
	MONTH	3,561	3,739	3,926	4,122	4,328	4,544
	ANNUAL	42,732	44,868	47,112	49,464	51,936	54,528
18	HOUR	22.81	23.96	25.15	26.41	27.74	29.12
	MONTH	3,658	3,841	4,033	4,235	4,447	4,669
	ANNUAL	43,896	46,092	48,396	50,820	53,364	56,028
19	HOUR	23.48	24.65	25.88	27.18	28.54	29.97
	MONTH	3,764	3,952	4,150	4,358	4,576	4,805
	ANNUAL	45,168	47,424	49,800	52,296	54,912	57,660
20	HOUR	24.17	25.38	26.64	27.98	29.38	30.85
	MONTH	3,875	4,069	4,272	4,486	4,710	4,946
	ANNUAL	46,500	48,828	51,264	53,832	56,520	59,352
21	HOUR	24.81	26.05	27.36	28.72	30.16	31.67
	MONTH	3,978	4,177	4,386	4,605	4,835	5,077
	ANNUAL	47,736	50,124	52,632	55,260	58,020	60,924
22	HOUR	25.47	26.74	28.07	29.48	30.95	32.49
	MONTH	4,083	4,287	4,501	4,726	4,962	5,210
	ANNUAL	48,996	51,444	54,012	56,712	59,544	62,520
23	HOUR	26.14	27.45	28.82	30.26	31.78	33.37
	MONTH	4,191	4,401	4,621	4,852	5,095	5,350
	ANNUAL	50,292	52,812	55,452	58,224	61,140	64,200
24	HOUR	26.83	28.17	29.58	31.05	32.61	34.23
	MONTH	4,301	4,516	4,742	4,979	5,228	5,489
	ANNUAL	51,612	54,192	56,904	59,748	62,736	65,868
25	HOUR	27.51	28.88	30.33	31.85	33.44	35.11
	MONTH	4,410	4,631	4,863	5,106	5,361	5,629
	ANNUAL	52,920	55,572	58,356	61,272	64,332	67,548
26	HOUR	28.39	29.81	31.30	32.87	34.52	36.24
	MONTH	4,552	4,780	5,019	5,270	5,534	5,811
	ANNUAL	54,624	57,360	60,228	63,240	66,408	69,732
27	HOUR	29.29	30.75	32.30	33.91	35.61	37.38
	MONTH	4,696	4,931	5,178	5,437	5,709	5,994
	ANNUAL	56,352	59,172	62,136	65,244	68,508	71,928
28	HOUR	30.22	31.73	33.31	34.98	36.72	38.56
	MONTH	4,845	5,087	5,341	5,608	5,888	6,182
	ANNUAL	58,140	61,044	64,092	67,296	70,656	74,184

37 HOURS WEEK HOURLY RATES
ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT

CLASSIFIED BARGAINING UNIT SALARY SCHEDULE

JULY 1, 2026

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
29	HOUR	31.20	32.76	34.40	36.12	37.93	39.82
	MONTH	5,002	5,252	5,515	5,791	6,081	6,385
	ANNUAL	60,024	63,024	66,180	69,492	72,972	76,620
30	HOUR	32.18	33.79	35.48	37.25	39.11	41.07
	MONTH	5,159	5,417	5,688	5,972	6,271	6,585
	ANNUAL	61,908	65,004	68,256	71,664	75,252	79,020
31	HOUR	33.20	34.86	36.60	38.43	40.35	42.36
	MONTH	5,323	5,589	5,868	6,161	6,469	6,792
	ANNUAL	63,876	67,068	70,416	73,932	77,628	81,504
32	HOUR	34.24	35.96	37.75	39.64	41.63	43.71
	MONTH	5,490	5,765	6,053	6,356	6,674	7,008
	ANNUAL	65,880	69,180	72,636	76,272	80,088	84,096
33	HOUR	35.26	37.03	38.88	40.83	42.87	45.01
	MONTH	5,654	5,937	6,234	6,546	6,873	7,217
	ANNUAL	67,848	71,244	74,808	78,552	82,476	86,604
34	HOUR	36.35	38.16	40.07	42.07	44.18	46.38
	MONTH	5,828	6,119	6,425	6,746	7,083	7,437
	ANNUAL	69,936	73,428	77,100	80,952	84,996	89,244
35	HOUR	37.47	39.34	41.30	43.37	45.54	47.81
	MONTH	6,007	6,307	6,622	6,953	7,301	7,666
	ANNUAL	72,084	75,684	79,464	83,436	87,612	91,992
36	HOUR	38.62	40.55	42.58	44.71	46.94	49.28
	MONTH	6,192	6,502	6,827	7,168	7,526	7,902
	ANNUAL	74,304	78,024	81,924	86,016	90,312	94,824
37	HOUR	39.80	41.79	43.88	46.07	48.37	50.79
	MONTH	6,381	6,700	7,035	7,387	7,756	8,144
	ANNUAL	76,572	80,400	84,420	88,644	93,072	97,728

+1.5%
SS-55
8/20/2026

Appendix B2 – Salary Schedule 56

ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT
CLASSIFIED BARGAINING UNIT EXEMPT SALARY SCHEDULE
JULY 1, 2026

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
1	MONTH	6,479	6,803	7,143	7,500	7,875	8,269
	ANNUAL	77,748	81,636	85,716	90,000	94,500	99,228
2	MONTH	6,641	6,973	7,322	7,688	8,072	8,476
	ANNUAL	79,692	83,676	87,864	92,256	96,864	101,712
3	MONTH	6,807	7,147	7,504	7,879	8,273	8,687
	ANNUAL	81,684	85,764	90,048	94,548	99,276	104,244
4	MONTH	6,977	7,326	7,692	8,077	8,481	8,905
	ANNUAL	83,724	87,912	92,304	96,924	101,772	106,860
5	MONTH	7,151	7,509	7,884	8,278	8,692	9,127
	ANNUAL	85,812	90,108	94,608	99,336	104,304	109,524
6	MONTH	7,330	7,697	8,082	8,486	8,910	9,356
	ANNUAL	87,960	92,364	96,984	101,832	106,920	112,272
7	MONTH	7,513	7,889	8,283	8,697	9,132	9,589
	ANNUAL	90,156	94,668	99,396	104,364	109,584	115,068
8	MONTH	7,701	8,086	8,490	8,915	9,361	9,829
	ANNUAL	92,412	97,032	101,880	106,980	112,332	117,948
9	MONTH	7,894	8,289	8,703	9,138	9,595	10,075
	ANNUAL	94,728	99,468	104,436	109,656	115,140	120,900
10	MONTH	8,091	8,496	8,921	9,367	9,835	10,327
	ANNUAL	97,092	101,952	107,052	112,404	118,020	123,924
11	MONTH	8,293	8,708	9,143	9,600	10,080	10,584
	ANNUAL	99,516	104,496	109,716	115,200	120,960	127,008
12	MONTH	8,500	8,925	9,371	9,840	10,332	10,849
	ANNUAL	102,000	107,100	112,452	118,080	123,984	130,188
13	MONTH	8,713	9,149	9,606	10,086	10,590	11,120
	ANNUAL	104,556	109,788	115,272	121,032	127,080	133,440
14	MONTH	8,931	9,378	9,847	10,339	10,856	11,399
	ANNUAL	107,172	112,536	118,164	124,068	130,272	136,788
15	MONTH	9,154	9,612	10,093	10,598	11,128	11,684
	ANNUAL	109,848	115,344	121,116	127,176	133,536	140,208

Range	Title
1	None
2	Payroll Coordinator
3	None
4	Lead Teacher, Children's Center
5	Winery Operations Specialist
6	None
7	Academic Resource Technical Specialist
	Integrated Services Technology Coordinator
8-9	None
10	Senior Institutional Effectiveness Analyst
11-12	None
13	Athletic Trainer
	Coordinator, Interpreting and Communcat
14	Web Services Specialist
15	Network and Systems Administrator
	Server and Systems Administrator
	Systems Analyst
	Programmer Analyst
	Information Security Analyst

1.5% Salary Schedule Increase
SS-56
07/01/2026

APPENDIX C: DEFINITIONS OF EXCLUDED POSITIONS

Definitions of management, supervisory, and confidential are provided in Board policy. Definitions of certificated (faculty) are included in the collective bargaining agreements of the Faculty Association of Allan Hancock College and California Federation of Teachers/Part-time Faculty Association of Allan Hancock College Local 6185.

Substitute – "Substitute employee," means a 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 100 calendar days excluding district holidays and weekends. Ed. Code 88003 and CBA Article 22.2

Short-term – "Short-term employee," means any person 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 district, 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 district, but shall not extend beyond seventy-five (75) percent of a school year. "Seventy-five (75) percent of a college year" means one hundred ninety-five (195) days, including holidays, sick leave, vacation and other leaves of absences, irrespective of number of hours worked per day. Ed. Code 88003

Professional Expert – "Professional Expert," is an employee with specialized knowledge or expertise not generally required of, or found within, the employee classifications established by the Board pursuant to Section 88001 and recognized in CBA Article 1. The service performed is also described in terms of a discrete and finite project. The term of employment is also finite in nature, meaning that the district need is temporary. The length of service for professional experts is not capped as it is for short-term employees.

Student Employee – 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. Ed. Code 88003