

AGREEMENT

Between

HARTNELL COMMUNITY COLLEGE DISTRICT

and

INTERNATIONAL UNION OF OPERATING ENGINEERS STATIONARY LOCAL NO. 39

FOR

July 1, 2023 – June 30, 2025

**RATIFIED BY LOCAL 39:** March 21, 2023

**RATIFIED BY GOVERNING BOARD:** April 4, 2023

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**ARTICLE 1**  
**PREAMBLE**

This Agreement is made and entered into by and between the Hartnell Community College District, hereinafter referred to as the District, and the International Union of Operating Engineers, Stationary Local 39 AFL-CIO, hereinafter referred to as the Union.

## **ARTICLE 2**

### **UNION RECOGNITION**

The District recognizes the Union as the sole and exclusive representative of those classifications of the (Operations and Maintenance Bargaining Unit) enumerated in the certification by the Public Employment Relations Board, dated November 28, 1978, and also set forth here in Appendix B.

Neither the District nor the Union will unlawfully discriminate against any employee on the basis of membership or non-membership in the Union.

**ARTICLE 3**  
**SUPPORT OF AGREEMENT**

During the term of this Agreement, the District agrees not to negotiate with any other organization on matters upon which Local 39 is the exclusive representative and which is within its scope of representation. Local 39, its officials and individual members, agree to negotiate only with the representative officially designated by the District to act on its behalf.

## **ARTICLE 4**

### **ORGANIZATIONAL SECURITY**

- A. Upon execution of a voluntary written authorization by the employee, the District shall deduct Local 39 dues from the pay of employee members represented by the Local 39. The Local 39 shall be solely responsible for providing the written authorization form or membership application form for this purpose directly to the employee.
- B. The Local 39 will also promptly notify the District of any Local 39 member cancelling or revoking a dues deduction authorization or Local 39 membership.
- C. The Local 39 must provide the District notice of any changes to Local 39 dues deduction amounts at least 30 days in advance for the deductions to be effective in the next payroll.
- D. The Local 39 hereby agrees to indemnify and hold the District harmless for any loss or damages, including attorney's fees and costs, for claims or causes of action arising from the operation of this Article, including claims for deductions made in reliance on Local 39's representations and certifications regarding valid written employee dues deduction authorizations.

**ARTICLE 5**  
**NEW EMPLOYEE ORIENTATION AND NOTIFICATION**

**A. NEW EMPLOYEE ORIENTATION**

1. The Union's Business Representative or designee shall be given the opportunity to attend any New Employee Orientations, in which a newly hired Local 39 represented employee is scheduled to attend.
2. Hartnell Community College shall provide a minimum of ten (10) days' advance notice of the new hire orientation dates. When New Employee Orientations are scheduled with less than ten (10) days' notice, IUOE will received a notice of the event as soon as the information is available for distribution to new employees
3. The Union will be allotted a maximum of thirty (30) minutes (or less if agreed to by both the parties) at the New Employee Orientation.
4. Hartnell Community College agrees to make union provided information available to newly hired Local 39 represented employees, as long as no information pertaining to either local or partisan elections is included in the union provided information.

**B. EMPLOYEE CONTACT INFORMATION**

1. Hartnell Community College shall provide the following employee information within thirty (30) days of hire, or by the first pay period of the month following hire:
  - 1.Employee's name;
  - 2.Job Title;
  - 3.Department;
  - 4.Work location;
  - 5.Work phone number;
  - 6.Home phone number;
  - 7.Personal cellular phone number;
  - 8.Personal email address; and,
  - 9.Home address
2. Hartnell Community College agrees to provide the employee information above every hundred twenty (120) days for all Local 39 represented employees.

**C. PAYROLL DEDUCTIONS**

1. Upon receipt of an authorized form from the Union, the District shall make requested dues, initiation fees, assessments, service fees and/or credit union deductions from the employees' warrants.



## DISTRICT RIGHTS AND RESPONSIBILITIES

- A. The Union recognizes and agrees that the Board, on its own behalf and on behalf of the electors of the District, retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it, express or implied, by the laws and the Constitution of the State of California and of the United States.
- B. The Union recognizes and agrees that no provision contained in this Agreement limits the exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, or the adoption of policies, rules, regulations, and practices in furtherance thereof, or the use of judgment and discretion in connection therewith.
- C. Subject to the express terms of this agreement, the Union recognizes and agrees that the District's powers, rights, authority, duties, and responsibilities include, but without limiting the generality of the foregoing, the exclusive right to manage its operation; to direct, select, decrease, and increase the workforce; to maintain discipline and efficiency of employees, subject to terms of the Agreement; to establish and change standards; to determine the qualifications of employees; the right to make all plans and decisions on matters involving its operations; to determine solely the extent to which the facilities of any department thereof shall be operated, the additions thereto, the removal of equipment, the outside purchase of products or services, the scheduling of operations, the means of processes of operations, the materials to be used, and the right to introduce new or improved methods and facilities; to regulate quality and quantity of services; and to otherwise take any actions desired to run the entire operation efficiently.
- D. The Union recognizes and agrees that only specific provisions contained in this Agreement shall prevail over District practices and procedures and over State law to the extent permitted by State law, and that in the absence of a specific limiting provision in this Agreement, such practices and procedures are discretionary with the District. Nothing contained in this Agreement shall be interpreted as to imply or permit the invocation of past practice, or tradition, or accumulation of any employee rights or privileges other than those expressly stated herein.
- E. The Union recognizes and agrees that the District retains its rights to amend, modify, or rescind policies and practices referred to in this agreement in case of emergency. The declaration of an emergency is solely within the discretion of the District. An emergency is considered a natural disaster, or other dire interruption of the District program. Where an emergency is declared, the District shall immediately notify and consult with the Union. The Union agrees it will abide by such emergency decisions of the Board during the time of their declared emergency.

**ARTICLE 6**  
**DISTRICT/UNION RELATIONS, UNION RIGHTS**

- A. The Union shall have the following rights:

The Union shall have the right of access to bargaining unit members before or after work hours, at meal and break periods provided that the Union's activities do not impair the work flow process of any District employee.

- B. The Union may use bulletin boards designated for its use in appropriate places. All items to be posted shall be officially authorized by the Union, and shall bear the date of posting, signature of the authorized individual, and the date of removal. A copy shall be provided to the Superintendent/President or designee prior to posting.

The Union agrees to indemnify, defend, and hold the District harmless against any claims made of any nature whatsoever, and against any claim or suit instituted against the District arising from the content or distribution of material posted on District bulletin boards.

- C. The District shall provide meeting facilities for the Union, pursuant to the Civic Center Act, provided space is not otherwise in use at any time which does not conflict with regularly scheduled District activities and at any time which does not conflict with, or impair, the performance of the duties of any District employee. Further, the District agrees that there shall be no cost for the use of such facilities unless extra setup or custodial charges are incurred by the District; in which case the Union shall reimburse the District for such cost immediately upon receipt of billing from the District.

Advance request for use of any District facility shall be made in accordance with the established District procedure, to the District Superintendent/President or designee, whenever the Union wishes to schedule use of any District facility.

- D. An employee shall not be given time off work for meetings of the Union unless approved by the Superintendent/President or designee.
- E. The Union shall furnish annually, and update as required, a list of all officials and representatives authorized to act on the Union's behalf. The list shall show name, title, campus location, and campus phone contact. The District agrees to grant authorized officials and representatives access to college campuses to transact official Union business, upon prior notice to college designated officials. The transaction of any such business, however, shall not disrupt District operations or the work schedule of employees of the District.
- F. Release Time for Negotiations: The Union shall have the right to designate four (4) employees, who shall be given reasonable necessary release time to participate in

- negotiations, which shall include necessary release time for participation in impasse.
- G. The Union shall have the right of access to bargaining unit members outside of their assigned duties; before and after work hours; at meal and break periods; and at other times, only with the approval of the first level manager.
  - H. Consultation Meetings: The District and the Union agree that administration of the Agreement may be facilitated by consultation meetings. Either party may request a consultation meeting when they believe a resolution of a problem or problems within the scope of representation may be feasible. The parties shall meet on a mutually agreed date.

## **ARTICLE 7**

### **MAINTENANCE OF OPERATIONS**

- A. It is recognized that the need for continued and uninterrupted operation of the District is of paramount importance and that there shall be no interference with such operations.
- B. The Union and each unit employee agree that for the term of this Agreement and during the negotiation process to conclude a successor agreement to this Agreement, neither the Union, any person acting on its behalf, nor any unit employee shall cause, authorize, engage in, encourage, or sanction a work stoppage, slow down, picketing other than for informational purposes, sick-in, or strike by a euphemism whatsoever known, against the District, or the concerted failure to report for duty, or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another labor organization or bargaining unit to engage in such activity, which might be inferred by the District as an activity to induce a change in wages, hours of employment, and other terms and conditions of employment.
- C. The District agrees it shall not, during the term of this agreement, lock out any employee in the bargaining unit.
- D. An employee shall not be entitled to any wages or benefits whatsoever, including but not limited to, salaries, life insurance, health insurance, vacations, sick leave, or any other form of compensation while engaged in any activity prohibited by Section B of this article.
- E. The Union recognizes the duty and obligation of its representatives and members to comply with the provisions of this Agreement and to make every effort toward inducing all employees to fully and faithfully perform their duties. In the event of any activity prohibited by Section B hereinabove, the Union agrees to take supererogatory steps necessary to assure compliance with this Agreement.

## **ARTICLE 8 LEAVES**

### **A. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE**

1. A classified employee shall receive up to sixty (60) working days' leave with pay in one (1) fiscal year for an industrial accident or illness, depending on the extent of the accident or illness. An industrial accident or illness is defined as one in which the employee becomes ill or is injured while serving the District and the accident or illness is reported to the State Compensation Insurance Fund in accordance with their regulations and the State Compensation Insurance Fund accepts responsibility for the claim of the employee.
2. Industrial accident or illness leave will commence on the first (1st) day of absence. Allowable leave shall not be accumulative from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) working days will overlap into the next fiscal year, the employee shall be entitled to a maximum of sixty (60) working days for the same illness or injury, and shall not be eligible to use a subsequent fiscal year's sixty (60) working days.
3. Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this state, exceed the normal wages for the day. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of when a compensation award is made under workers' compensation.
4. The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under Section 88191 of the California State Education Code. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used. However, if an employee is receiving workers' compensation, he/she shall be entitled to use only so much of vacation, or other available sick leave, accumulated compensating time, vacation, or other available leave, which, when added to the workers' compensation award, provide for a full day's wage or salary.
5. During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off, or other available leave provided by law, or the action of the Board, the employee shall endorse to the District, wage loss benefit checks received under the workers' compensation laws of this state. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.

6. When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the position, he/she shall, if not placed in another position, be placed in a re-employment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, the employee shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations. An employee who has been medically released to return to duty and who fails to accept an appropriate assignment shall be dismissed. The Board shall require certification by the attending physician that the employee is medically able to return to and perform the duties of his/her position.
7. Upon formal written petition of the employee, the Board reserves the right, in its sole discretion based on each individual case and facts presented, to grant an employee extension of leave of absence for industrial accident or illness leave.

#### **B. BEREAVEMENT LEAVE**

1. A Bargaining Unit employee may be granted, without loss of salary or other benefits, leave of absence not to exceed three (3) working days (five [5] working days if three hundred [300] miles, one way travel is required) per occurrence on account of death of any member of the employee's immediate family.
2. "Member of the immediate family," as used in this section, means the mother, father, grandmother, grandfather, or grandchild of the member or the member's spouse or registered domestic partner, and the spouse, registered domestic partner, step-father, step-mother, son, son-in-law, daughter, daughter-in-law, stepchildren, brother, brother-in-law, step-brother, sister, sister-in-law, step-sister, or any immediate relative living in the immediate household of the employee.
3. Additional leave may be requested under personal necessity leave.

#### **C. PERSONAL NECESSITY LEAVE**

1. A Unit member may be granted a maximum of seven (7) working days' leave of absence in any school year without loss of pay in cases of personal necessity. Such leaves shall be deducted from the employee's accumulated sick leave.
2. Personal necessity includes: a) death or illness of a member of the employee's immediate family; b) an accident involving the employee's person or property, or the person or property of a member of the employee's immediate family; c) appearance in court as a litigant or witness under official order; d) family emergency; or e) birth of a child.
3. "Immediate family" shall be as defined in section B.2., above.

4. This leave specifically does not include any recreational use nor any use related to present or prospective employment. Such leave as applied for, used, and/or granted must be on matters which cannot be accomplished other than during the employee's regular working hours, or deferred to a more convenient date or time to accommodate the regular work schedule.
5. Reasonable notice in advance is required for personal necessity leave, and approval of the Superintendent/President or designee must be obtained prior to the leave payment being processed.

#### **D. PATERNITY LEAVE**

Paternity leave with pay, not to exceed one (1) day, will be granted Bargaining Unit employees when the spouse or domestic partner of the employee is confined for maternity purposes. Such leave shall be charged against sick leave.

#### **E. FAMILY CARE LEAVE**

The District will comply with all mandated provisions of State and Federal law concerning family and medical care leaves.

California Family Rights ACT (CFRA) and Leave for Birth or Adoption of Child.

- A. The District allows employees family leave in accordance with the California Family Rights Act. At the end of an employee's pregnancy disability leave [not to exceed four (4) months] an eligible employee may request to take anywhere from two to twelve (12) work weeks' leave for the birth of her child, provided that the child has been born by this date.
- B. Eligibility for leave under this act is not dependent on having a serious health condition, and does not require the presence or absence of a pregnancy-related disability.
- C. Pursuant to Education Code section 88207.5, an employee may use up to 30 days of leave in a school year, less those used for personal necessity, in the following circumstances:
  - a. A biological parent, within the first year of his or her infant's birth.
  - b. A non-biological parent, within the first year of legally adopting a child.
- D. Pursuant to Ed. Code section 88196.1. as amended by AB 2393, employees who have exhausted all available sick leave, and who continue to be absent from work on account of parental leave pursuant to section 12945.2 of Government Code, may use differential pay for the remaining part of the 12-workweek period of parental leave that is not covered by available sick leave. For this provision, "parental leave" means "leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the

employee.” The employee is not required to have 1.250 hours of service with the employer during the previous 12-month period in order to take parental leave pursuant to this section.

#### **F. PREGNANCY LEAVE**

The District will comply with all provisions of State and Federal law concerning pregnancy leave. Pregnancy leave will be granted within the limits of the law.

#### **G. MILITARY LEAVE**

The District will comply with all provisions of State and Federal law concerning military leave. Military leave will be granted within the limits of the law.

#### **H. UNPAID LEAVE OF ABSENCE**

1. A permanent employee who has exhausted all entitlement to leave, vacation, compensatory overtime, or all other available paid leave, and is absent because of a non-industrial injury or illness may, at the discretion of the Superintendent/President or designee, be placed on extended leave without pay for a period not to exceed six (6) months. At the conclusion of the six (6) months, the employee’s case shall be reviewed, and at the discretion of the Superintendent/President, the leave may be extended for one (1) additional six (6) month period. The total of such leave shall not exceed twelve (12) months.
2. During the extended leave without pay, the employee shall be eligible for all health and insurance benefits made available to members of the bargaining unit, provided the employee prepays to the District the full premium. The employee on extended leave without pay shall not accrue vacation or leave benefits.
3. An employee, upon ability to resume the duties of a position within the class to which he/she was assigned, may do so at any time during the leave of absence granted under this section, provided the employee seeking to return from leave of absence without pay shall provide advance notice of his/her return date sufficient to permit the District to terminate any substitute employee prior to the returning employee’s resuming service. Time lost shall not be considered a break in service. He/she shall be restored to a position within the class to which he/she was assigned and, subject to reassignment at the discretion of the Superintendent/President based upon reasonable cause, to his/her position with all the rights, benefits, and burdens of a permanent employee.

#### **I. SICK LEAVE**

1. Bargaining Unit employees employed forty (40) hours/week shall be entitled to eight (8) hours of sick leave per month of service during the fiscal year. Bargaining Unit employees employed less than forty (40) hours/week shall be entitled to sick leave in the same proportion the number of hours per week worked is to forty (40). Thus, a 30 hour per week employee would earn 6 hours of sick



leave per month. No overtime worked shall apply towards earning or accruing sick leave.

2. Pay for any day of such absence shall be the same as the pay that would have been received had the employee served during the day. Credit for leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the year. New employees of the District shall not be eligible to take more than six (6) days or the proportionate amount to which they may be entitled under this policy, until the first (1st) day of the calendar month after completion of six (6) complete months of active service with the District.
3. A new employee must start work on or before the fifteenth (15th) of the month in order for that month to be counted in computing sick leave. Sick leave may be accumulated indefinitely and without limitation; at termination of employment, unused sick leave shall not be reimbursed. However, nothing herein shall preclude the use of unused sick leave as credit toward retirement, pursuant to CalPERS rules and regulation at the time of retirement.
4. Sick leave may be used for visits to medical doctors, dentists, podiatrists, optometrists, chiropractors, psychiatrists, hypnotists, psychologists, acupuncturists, physical therapists, and Christian Science practitioners. Such leave shall be reasonably scheduled so as to interfere as little as possible with the operation of the District and shall be of reasonable duration. Unit employees shall provide at least twenty-four (24) hours' prior notice to their immediate supervisor or designee of scheduled visits.
5. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom, are, for all job-related purposes, temporary disabilities and shall be treated as a condition of illness.
6. Members must be in active employment or on paid leave to earn or use sick leave. Sick leave may be applied only on those days when the Bargaining Unit employee is required to report for duty but cannot do so because of illness or injury.
7. When a member is separated prior to rendering a complete fiscal year of service, the sick leave entitlement for the partial year shall be that proportion of the days credited under paragraph "1" and "2" of this section, as the number of months in the fiscal year he/she was employed bears to those days credited. Days or hours of sick leave used in excess of those to which entitled shall be deducted from final salary payment.
8. Accumulated sick leave may not be taken as vacation.

9. The Superintendent/President, his or her designee, or the manager of the department, may direct an employee to take sick leave if he/she determines that the employee has restricted ability to carry out his or her duties due to illness or disability.
10. An employee may be required to undergo a medical or psychiatric examination as directed by the Superintendent/President or designee, to ascertain the employee's ability to perform his/her required duties. If such examination is by a physician selected by the District, the District shall bear the cost of such examination.
11. Long Term Disability. Each employee in the bargaining unit shall, once a year, be credited with one hundred (100) non-accumulative work days of paid sick leave, to be used for a serious non-work-related illness or injury which necessitates the employee's absence from work on a continual basis, for an extended period of time. The 100 days' benefit commences running on the 13th day of absence and runs concurrently with the use of other paid sick leave, exclusive of any other paid leave, holidays, vacation, or compensating time to which the employee may be entitled. Each day of the sick leave, provided herein, shall be compensated at the rate of fifty percent (50%) of the employee's regular salary.
12. Verification Related to Use of Sick Leave. The employee's supervisor has the right to obtain from the employee, written verification from a physician that an injury or illness caused the employee to be absent from duty, if the employee has established a pattern of abuse of sick leave, or if the manager has reasonable cause to believe the employee was not ill or injured.

If an employee has established a pattern of sick leave abuse, the immediate supervisor or manager may require the employee to obtain in writing a physician's verification of illness or injury each time the employee uses sick leave. This requirement shall be in writing and shall not exceed a six (6)-month period.

The determination of a pattern of sick leave abuse shall not be arbitrary and should consider things such as:

- a) An employee's length of service: Does an employee have many years of service but very little sick leave?
- b) Whether an employee's low sick leave balance might be accounted for by the existence of a long-term illness or injury.
- c) Whether a pattern of taking sick days exists, such as always on the same day of the week; next to weekends, holidays, or vacations; or on the same day that a vacation day was requested and denied.

- d) Whether the employee has legitimate family health issues, such as a young child or older family member to take care of.
- e) Whether the employee has a regularly scheduled medical appointment to attend.
- f) Whether there is a record of excessive absenteeism in the past. The District shall provide employees in the Bargaining Unit with an updated report of their accrued sick leave at least once a year as of May 30th of each year. As long as the District provides this information on monthly pay stubs, this requirement will be deemed met.

**J. BREAK IN SERVICE**

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

**K. WELL DAYS/HOURS**

- 1. Unit employees earn well time as follows:
  - a) A full-time bargaining unit member who uses sixteen (16) hours or less of his or her sick leave earned between July 1 and June 30 shall earn eight (8) hours normally earned pursuant to Section 8.I.1 hereinabove.
  - b) Part-time employees' well days shall be prorated according to the number of hours worked.
- 2. Unit employees' earned well time shall be credited as follows:
  - a) Well time earned pursuant to Section 8.L.1 hereinabove shall be credited to the employee for use after July 10th.
- 3. Unit employees may use well time as follows:
  - a) No well day/hour may be used before it has been credited.
  - b) Employees must begin work on or before the fifteenth (15th) day of the month in order to earn well time for that month. To count the last month of service for well time, the employee must have worked beyond the fifteenth (15th) day of the month.

- c) Well time may be used only after advance mutual agreement between the employee and his or her immediate supervisor. Requests for use of well time shall be made at least twenty-four (24) hours in advance. The only criterion to be used by the immediate supervisor in determining when well time may be used is the attempt to minimize interruption of District work/needs.
- d) If a unit member is not permitted, due to District needs, to take his or her desired well time, the amount not taken shall accumulate for use in the next fiscal year. In no case, however, may an employee accrue more than five (5) days of well time, unless specifically approved by the Superintendent/President or designee.
- e) Upon separation from college employment, well time accrued but unused shall be paid at the regular salary rate existing on the separation date, provided the employee has completed six (6) consecutive months of employment. If an employee is re-employed after termination, he or she shall earn well days/hours as if he or she was a first-time employee.
- f) Well time must be taken within twelve (12) months after the date it is credited. Well time earned but not taken will be lost unless special permission is granted by the Superintendent/President or designee.

#### **L. COURT APPEARANCES**

1. When regularly called in the manner provided by law for jury duty or as a witness in cases where the employee is other than a litigant, a Bargaining Unit employee shall be granted a leave of absence without loss of pay for the time the employee is required to perform jury duty or act as a witness during the employee's regularly assigned working hours.
2. Request for jury duty or witness leave must be made by presenting the official court summons to the employee's immediate supervisor and to the District's payroll office through regular administrative channels prior to the absence.
3. Reimbursement to the District of any monies earned as a juror, or witness, except mileage, shall be made by the bargaining unit employee.
4. A member regularly called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall he/she be discriminated against in any way for not seeking such exemption.
5. Employees are required to return to work during any day on which jury services are not required.

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

#### **M. ABSENCE WITHOUT LEAVE**

1. Absence without leave, whether voluntary or involuntary, for five (5) consecutive working days is an automatic resignation from the District, as of the last date on which the employee worked.
2. A permanent or probationary employee may, within ninety (90) days of the effective date of such separation, file a written request with the District for reinstatement; provided, that if the Director of Human Resources has notified the employee of his or her automatic resignation, any request for reinstatement must be made in writing and filed within fifteen (15) days of the service of notice of separation. Service of notice shall be made personally or by certified mail. Reinstatement may be granted only if the employee makes a satisfactory explanation to the Superintendent/President as to the cause of the employee's absence and his or her failure to obtain leave therefore, and the Superintendent/President finds that he or she is ready, willing, and able to resume the discharge of the duties of his or her position or, if not, that he or she has obtained consent to a leave of absence to commence upon reinstatement.
3. An employee so reinstated shall not be paid salary for the period of his or her absence or separation or for any portion thereof.

## **ARTICLE 9**

### **TRANSFERS, DEMOTIONS, AND TEMPORARY ASSIGNMENTS**

#### **A. VOLUNTARY TRANSFERS AND DEMOTIONS**

1. Members of the Bargaining Unit may at any time request transfers to positions within their current classification or related lower classes which are within the recognized Bargaining Unit. Such request shall include class title requested, the number of hours the employee desires, in the specific work location desired, and the maximum number of months per year the employee is willing to work. If the employee is granted a transfer to a position within the same classification, the employee shall retain his or her current step and anniversary date.
2. The District will post all position vacancies in the District's classified service on the District's bulletin board, and website, and will, upon request, provide a copy to the Local's President or designee.
3. Consideration will be given to all candidates who meet the established qualification for the vacancy. However, the final selection is within the sole discretion of the District.
4. If the employee voluntarily requests a transfer to a lower classification in a related field, and that request is granted, the employee will be placed on the appropriate range and on his or her current step for the position involved.
5. If the employee voluntarily requests a transfer to a lower classification in an unrelated field, and that request is granted, the employee will be placed on the beginning range and step for the position involved.
6. Denial of a transfer request is not grievable under Article 22, Grievance, of this Agreement.
7. If a permanent Bargaining Unit member applies for and receives a transfer to a different position of equal or higher classification, he/she shall be considered probationary in the new position for a period of six (6) months. In the event the employee is unsuccessful in the new position, during that probationary period, he/she shall be entitled to reinstatement in his or her original position.
8. If a probationary Bargaining Unit member applies for and is appointed to another position with the District, he/she shall be considered probationary in the new position for a period of twelve (12) months from date of appointment to the new position, as if they were a new employee, and they shall not have any claim to reinstatement to their original position.

**B. INVOLUNTARY TRANSFER**

An involuntary transfer is movement of the employee to another position within the same class at the request of the District. Reasons for the transfer shall be provided to the employee. Written notice shall be given to the employee of an involuntary transfer at least five (5) working days prior to the transfer unless there is an emergency.

**C. WORK SITE TRANSFERS**

The principal work site for District employees in Salinas, California, is either the campus at 411 Central Avenue or the Alisal Campus on East Alisal Street.

Notwithstanding Section “D” of this Article, employees may be assigned to any location on either site as needed by the District.

**D. TEMPORARY ASSIGNMENTS**

Members within the Bargaining Unit may be assigned on a temporary basis, not to exceed forty-five (45) working days, to any Hartnell College work sites within the District.

## **ARTICLE 10 HOURS AND OVERTIME**

### **A. WORKWEEK**

1. The regular workweek for full-time Bargaining Unit employees shall consist of forty (40) hours of work. Normally, the member shall work five (5) consecutive days, Monday through Friday, but other work days may be assigned to meet the needs of the District.
2. This section shall not prohibit an individual Bargaining Unit employee and the District from agreeing in writing to a ten (10) hour day/four (4) consecutive day workweek as a normal workweek, nor restrict the District from shifting the entire operation to a ten (10) hour/per day, four (4) day schedule.
3. The regular workweek for part-time Bargaining Unit employees shall be in excess of twenty (20) hours per week, but less than forty (40) hours per week.

### **B. WORKDAY**

The workday for each Bargaining Unit employee shall be established by the District in accordance with provisions of this Agreement, except that a full-time employee shall not be assigned regular work hours that include a workday of less than four (4) hours. Upon initiation of employment, each Bargaining Unit employee will be assigned, in writing, fixed regular working hours and shall be given reasonable advance notice, in writing, of any change in his/her regular work schedule.

1. This section shall not preclude the immediate supervisor/District from agreeing in advance to a temporary adjustment of workday being made at the request of the employee, nor prohibit the immediate supervisor from making a temporary change in workday not to exceed three (3) days, upon forty-eight (48) hours' notice. With two (2) weeks' prior notice, the supervisor may rotate employee shifts on a temporary basis (up to four (4) weeks) to allow for employee crosstraining within the employee's job classification.
2. A part-time Bargaining Unit employee who is assigned to work and actually works a minimum of 30 minutes per day in excess of his/her part-time assignment for a period of 20 consecutive working days or more shall have his/her basic assignment changed for that time period to reflect the additional time in order to compute any benefits on a properly prorated basis as specified in Education Code Section 88035.
3. When additional hours are to be assigned to a part-time position in the Bargaining Unit on a regular permanent basis, the assignment shall be offered to the part-time employees in the appropriate job classification within that office or department with the greatest longevity with the District. If such employee declines the added hours, the added hours shall be offered to the remaining part-time employees in the appropriate classification within that office or department in descending order



of longevity with the District.

### **C. WORK YEAR**

1. The work year of all Bargaining Unit employees shall be established by the Board (in compliance with law) for each employee, relative to the needs of the District. Each Bargaining Unit employee shall be assigned a fixed annual work year consisting of number of months of service. The employee shall be given reasonable advance notice of any change in his/her work year, unless said change has been deemed an emergency.

### **D. LUNCH PERIODS**

1. The District shall establish an unpaid, uninterrupted lunch period of not less than one-half (1/2) hour for each Bargaining Unit employee working five (5) or more consecutive hours per day. Lunch periods shall be scheduled not less than five (5) days in advance by the employee's immediate supervisor at or about the midpoint of the work shift.

Response to emergencies will be expected and compensated for by equivalent time during the same day that the emergency occurs.

### **E. REST PERIODS**

1. The District shall provide one (1) paid non-accumulative fifteen (15) minute rest period for each four (4) hours of consecutive period worked, at a time approved by the immediate supervisor, at or about the midpoint of the four (4) hours of consecutive work period, but not during the first or last hour of the workday. Rest periods will be uninterrupted except under emergency conditions.

### **F. OVERTIME**

1. All overtime for Bargaining Unit employees must be approved by prior arrangement by the immediate supervisor and shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay. Pay for overtime shall be paid as "other pay."
2. Overtime includes:
  1. For full-time employees in the Bargaining Unit
    1. Work on a holiday, whether as part of the Bargaining Unit employee's normal workweek or as required and authorized by his/her supervisor;
    2. Work in excess of eight (8) hours in any one (1) day, except as provided in paragraph 4 below;
    3. Work in excess of forty (40) hours during any workweek.
  2. For part-time employees in the Bargaining Unit
    1. Overtime shall be paid for any work performed on the sixth (6th) or seventh (7th) day for part-time employees working five (5)

consecutive days per week and having an average workday in excess of four (4) hours per day.

2. Overtime shall be paid for any work performed on the seventh (7th) day for part-time employees working four (4) hours per day.
3. The established workweek for Bargaining Unit employees shall be from 12:01 a.m. on Sunday to 12:00 midnight the following Saturday. For the purpose of computing the hours worked, time during which the Bargaining Unit employee is excused from work because of holidays, sick leave, vacation, or other paid leave of absence shall be considered as time worked by the Bargaining Unit employee.
4. When a Bargaining Unit employee has a regularly scheduled workweek consisting of some days in excess of eight (8) hours, but totaling forty (40) hours per week or less, overtime shall be paid only for those hours worked in excess of ten (10) hours in any one day, or forty (40) hours in any one (1) week.
5. Scheduled overtime shall be rotated according to an established, posted, process. Criteria for assignment of overtime shall be seniority as well as the specific site needs, classification needs, and skill and ability needs of the District. In a case where voluntary overtime is turned down by all employees considered, the District reserves the right to assign overtime in accordance with the above criteria. The Supervisor will give the employee at least twenty-four (24) consecutive hours' prior notice of assignment of overtime, except in cases where overtime must be worked on the same day as assignment of the overtime is made.
6. Call Back Time—Unit employees called back to work after completion of their regular assignment shall be compensated for at least four (4) hours of work at the overtime rate, irrespective of the actual time less than that required to be worked.
7. Minimum Call In Time—Unit employees called in to work on a day when the employee is not scheduled to work shall receive a minimum of four (4) hours' pay at the overtime rate.
8. Standby Time—Any Unit employee who is asked to be on standby by his/her immediate supervisor, shall be compensated at an overtime rate of four (4) hours for every twenty-four (24) hours' standby duty. If, while on standby, the employee is asked to report, he/she shall not be paid for standby, but will receive compensation pursuant to paragraph 7 hereinabove.

## 9. Compensating Time Off

1. Bargaining Unit employees may be granted by their supervisor, compensatory time off for overtime work at the same prorated ratios as overtime cash payment. Such requests for compensatory time off (rather than overtime pay) shall be submitted in writing to the immediate supervisor within five (5) working days following the day the overtime was worked.
2. Compensating time off shall be taken at a time mutually acceptable to the employee and the supervisor within three (3) months of the date earned. If compensatory time is not taken within the approved time, the Bargaining Unit employee shall be paid as “other pay” with the next supplemental pay period, the amount of overtime earned, at the overtime rate in effect on the date the overtime was worked. Extensions may be granted by the Superintendent/President or designee; but, in no case may more than twelve (12) months elapse between date of earning and date of taking compensatory time.

## **ARTICLE 11**

### **SHIFT/ASSIGNMENT BID**

- A. Commencing June 1<sup>st</sup> of 2023 and every two (2) years thereafter, the District shall allow the custodians to bid on job assignments. New assignments shall have an effective date of the following July 1. Custodians shall bid on each shift or job assignment by seniority, where skills, abilities, and qualifications are equal. The District shall be the sole judge of the skills, ability, and qualifications of the employee in filling the positions and fill the job or assignment by seniority, determined by hire date in that classification. Male and female employees have the right to bid on opposite sex locker room assignments.

For purposes of this article, “seniority” means time in classification.

Notwithstanding the above, the District may restrict certain assignments, or the options available for certain custodians, when there is a legitimate business reason for doing so. In that case, the custodian will be told ahead of time so that he or she can bid on available assignment according to seniority.

#### B. Promotions

1. When, pursuant to the procedures outlined in Article 9, the District posts a vacancy that represents a promotion opportunity for a permanent employee in the bargaining unit, that employee may apply for the promotion and will be given first consideration compared to others who apply. The District shall be the sole judge of relative qualifications, skills, and abilities of the applicants for the position.
2. If an employee in the bargaining unit is successful in getting a promotion, he or she will be probationary in the new position for six (6) months. In the event the employee is unsuccessful in the new position, i.e., his or her performance is not deemed satisfactory within the probationary period, he or she shall be entitled to reinstatement in the original position.

## **ARTICLE 12**

### **SHIFT DIFFERENTIALS**

- A. All Bargaining Unit employees assigned on a regularly scheduled basis to work four days/week with at least three duty hours between 6:00 p.m. and 12:00 midnight shall receive additional monthly pay of five percent and shall be employed at the differential rate for all hours worked. Bargaining Unit employees will not be denied the shift differential due to temporary reassignment to shifts not qualifying for differential pay.
  
- B. All Bargaining Unit employees whose regular workweek includes days which do not qualify for shift differential pay shall receive (on a monthly basis) differential pay for those assigned shifts which include at least three duty hours between 6:00 p.m. and 12:00 midnight. Irregular (emergency) assignments to shifts calling for differential pay will be granted on the same prorated basis as set forth above and be treated as “OTHER PAY” and paid monthly on the supplemental payroll.
  
- C. All bargaining unit employees who are assigned to and work any hours between 12:00 midnight and 6:00 a.m. shall receive additional pay of six percent over base pay (excluding any differential pay) for those hours only.
  
- D. Split Shift Differential-Compensation—All Bargaining Unit employees whose assigned work schedule contains one or more periods of unpaid time exceeding two hours of continuous duration shall receive, in addition to any shift differential, a four percent premium differential payment.

**ARTICLE 13**  
**WORK OUT-OF-CLASSIFICATION**

- A. Working out of class in the California Community College system is provided for and governed by Education code 88010.
  
- B. Bargaining unit employees may be assigned to perform work in a higher classification by an immediate supervisor or department manager.
  
- C. When assigned to perform work in a higher classification, for one (1) or more days, the bargaining unit member will receive an increase in salary of five percent (5%) or the fourth (4th) step of the higher classification range, whichever is greater, but never at a step higher than the one held by the position incumbent.
  
- D. Said assignments of working out-of-classification shall be accomplished in writing by a supervisor/manager on the appropriate district forms.
  
- E. This article does not apply to shift differential or split shift premiums.

## **ARTICLE 14 SUBSTITUTES**

### **A. SUBSTITUTE EMPLOYEES**

The District and the Union agree that from time to time it may be necessary to employ substitute employees in positions normally filled by bargaining unit employees while a vacancy exists in a class within the bargaining unit. Such employment of a substitute may not exceed one hundred twenty (120) work days and the Union shall receive written verification of their initial and ending dates of employment from either action taken by the Governing Board and from the Human Resources Office.

## **ARTICLE 15 HOLIDAYS**

- A. During the term of this Agreement only, this District shall grant the following holidays in accordance with the Board adopted college calendar:
- Independence Day
  - Labor Day
  - Veteran's Day
  - Thanksgiving Day
  - Friday after Thanksgiving (in lieu of Admission Day)
  - Winter holiday break (announced each year, which includes, at a minimum, all days beginning with Christmas and ending with New Year's Day)
  - Martin Luther King, Jr. Day
  - Cesar Chavez Day
  - Lincoln's Birthday
  - Washington's Birthday
  - Memorial Day
  - Juneteenth Holiday
- B. When a holiday falls on a Sunday, the following Monday shall be deemed to be a holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.
- C. Should a holiday as enumerated above or any other day designated by the District as a public holiday occur while an employee is absent from work because of sick leave, vacation, or any other paid leave of absence, the holiday shall not be deducted from other paid leave of absence.
- D. Members shall be entitled to the same number of holidays, regardless of whether they work Monday through Friday or some other shift.
- E. Where a holiday falls on a non-work day for a Bargaining Unit employee working other than Monday through Friday and the holiday is one of those enumerated above, that employee shall take his/her next scheduled day as a day off with pay (in- lieu holiday). An alternate in-lieu holiday may be taken upon mutual agreement of the employee and supervisor.
- F. When a unit employee is required to work on any paid holiday as defined in this Agreement, the employee shall be paid compensation or given compensating time off for such work, at a rate of one and one-half times, in addition to the regular pay received for the holiday.
- G. In order to be eligible for holiday pay, the employee must be in paid status the day before or the day after the day the holiday is observed.



## **ARTICLE 16 VACATIONS**

- A. Unit members are entitled to vacation allowance with pay.
1. Unit employees working forty (40) hours per week on a twelve (12) month basis shall earn vacation leave as follows:
    - a) One (1) month through third (3rd) year (36th month) of paid status—twelve (12) days.
    - b) Fourth (4th) year, (37th month) through seventh (7th) year (84th month) of paid status—fifteen (15) days.
    - c) Eighth (8<sup>th</sup>) year (85<sup>th</sup> month) through eleventh (11<sup>th</sup>) year (132<sup>nd</sup> month) of paid status—eighteen (18) days.
    - d) Twelfth (12th) year (133rd month) and over of paid status—twenty-one (21) days.
  2. An employee working less than forty (40) hours per week on a twelve (12) month basis shall earn vacation leave as follows:

At the same ratio as their work schedule bears to the allowance of an employee whose work year is twelve (12) months.
  3. An employee working less than twelve (12) months/year shall earn vacation time in accordance with subsection “a” of this section, at such time as his/her total months worked equal or exceed years and hours of service equivalent to requirements for the twelve (12) month employees.
- B. No vacation leave may be used before it has been credited.
- C. Employees must begin work on or before the fifteenth (15) day of the month in order to earn vacation allowance for that month. To count the last month of service for vacation allowance, the employee must have worked beyond the fifteenth (15th) day of the month.
- D. Vacation allowance will not be credited until an employee has completed six (6) consecutive months of employment.
- E. All vacation time shall be scheduled in writing as determined by the immediate supervisor so as to interrupt District needs as little as possible. Requests for vacation in excess of three (3) consecutive days shall require a minimum of two (2) weeks’ (fourteen (14) calendar days) notice. Requests for vacation of three (3) consecutive days or less shall require a minimum of twenty-four (24) hours’ notice. Procedures and policies regarding vacation requests shall be applied equally among all employees within the same Department.

Any Supervisor requiring his/her department employees to fill out a calendar with their vacation and day off requests for a whole year shall give those employees thirty (30) days from the date of instruction to complete this task.

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

G. Vacation should be taken during the year in which it accrues. Nevertheless, vacation leave may accrue up to 240 hours. No vacation leave shall accrue beyond 240 hours.

Vacation earned but not taken beyond the 240 hours will cease to accrue unless the District did not permit earned vacation to be taken or unless special permission is granted by the superintendent/president or designee. If earned vacation is not permitted to be taken, the District shall allow accrual or shall pay off the vacation.

When an employee's vacation leave accrual reaches 120 hours, the supervisor may require the employee to propose a vacation calendar that will bring the vacation accrual down to 80 hours within the next 6 months.

H. Unit employees with sixty (60) months or more of service with the District may, with permission of the Superintendent/President or designee, interrupt or terminate their vacation for the purpose of commencing sick leave or injury leave.

I. If the employee is not permitted to take the full annual vacation, the amount not taken shall accumulate for use in the next year or be paid for in cash at the option of the District. In no case, however, may an employee accrue more than thirty (30) days' vacation leave, unless specifically approved by the Superintendent/President or designee.

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

K. The District shall alert each member when they have a minimum of 200 hours of vacation time accrued, and also shall provide each Bargaining Unit member a current report of accrued vacation two (2) months before the end of the fiscal year, June 30.

L. Mandated vacation will not be deducted from pay if the employee does not have enough accrued vacation, unless the person's employment is terminated and he/she has not earned the vacation that has been used. Mandated vacation used but unearned will be deducted from vacation days earned in the future.

M. If a unit employee volunteers to interrupt a scheduled vacation to work, he/she shall not be deemed to be on vacation leave during the time worked.

## **ARTICLE 17 DISCIPLINE**

### **A. APPLICATION**

This article applies to permanent classified employees only.

### **B. EXCLUSION OF PROBATIONARY EMPLOYEES**

Probationary employees are subject to release or other disciplinary action at any time during their probationary period without need for cause or prior evaluation. They have no right to a grievance hearing, or appeal of their release, and no action by the employee shall serve to extend the probationary period, which shall be twelve (12) months.

### **C. DEFINITION**

Discipline is defined as the suspension (with or without pay), involuntary demotion, or termination of a permanent employee for cause. The decision to initiate disciplinary proceedings and the determination of the type and the amount of recommended discipline are reserved to the District.

### **D. SERVICE OF NOTICES AND REQUESTS FOR HEARING**

Any notice or request for hearing shall be deemed served when it is delivered in person to the employee to whom it is directed, or when it is deposited in the United States registered or certified mail, postage prepaid and addressed to the last address the employee has given the Office of Human Resources or, in the case of requests for hearings from employees, addressed to the District.

### **E. CAUSES FOR DISCIPLINARY ACTION**

In addition to any disqualifying or actionable causes otherwise provided for by statute or policy of the District, each of the following constitutes cause for suspension without pay, demotion, reduction of pay step in class, or dismissal of a bargaining unit employee:

1. Falsifying any information supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other District records, falsely claiming sick leave.
2. Incompetency.
3. Inefficiency.
4. Neglect of duty.

5. Insubordination.
6. Dishonesty.
7. Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her.
8. Addiction to the use of controlled substances or being under the influence of a controlled substance during working hours.
9. Absence without leave or excessive tardiness or absences.
10. Conviction of a felony, conviction of any sex offense made relevant by provisions of the Education Code, conviction of a misdemeanor which involves moral turpitude or which is of such nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea of no contest shall be treated as a conviction.
11. Immoral conduct.
12. Discourteous, offensive or abusive treatment of the public, students, or other employees.
13. Unlawful discrimination--sexual harassment.
14. Improper political activity as governed by federal and/or state law.
15. Willful disobedience.
16. Misuse of District property.
17. Violation of District, Board, or department rule, policy, or procedure.
18. Failure to possess or keep in effect any license, certificate or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of his/her position.
19. Physical or mental disability, which disability precludes the employee from the proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided by contract or by law regulating retirement of employees or disability of employees.
20. Knowingly making, duplicating or causing to be duplicated any key to a

facility without authorization from the appropriate manager.

21. Any other failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the District or to his/her employment.

## **F. SUSPENSION/DEMOTION/TERMINATION**

1. Before an employee is suspended, demoted or terminated, he/she shall be served a written notice, stating in ordinary and concise language the acts and omissions upon which the disciplinary action is based. The written notice shall contain specific charges against the employee, a statement of his/her right to a hearing, and the time within such hearing must be requested, which shall not be less than five (5) calendar days after service of the notice. If it is claimed that the employee has violated a rule or regulation of the District, that rule or regulation will be set forth in the notice. In addition, the employee shall be given a card or letter to be signed and returned to the District, the act of which will constitute a request for hearing and a denial of the charges.
2. The Superintendent/President or designee may suspend an employee pending Board action if prior to suspension the employee has been accorded the following rights:
  - a) Notice of the proposed disciplinary action and of the right to a hearing before the Board as set forth above and notice of the suspension pending Board action;
  - b) The reasons for the disciplinary action;
  - c) A copy of the charges and materials upon which the charges are based; and
  - d) The right to respond to the charges either orally or in writing, at the discretion of the employee, to the Superintendent/President or designee imposing the suspension at the time of notification of the charges.

The suspension shall be without pay unless the Superintendent/President or designee decides to make the suspension with pay.

3. In situations when an immediate suspension is necessary to avert possible serious harm to the District, its employees, its students or the public, the above-stated rights need not be accorded prior to imposition of the suspension but shall be accorded as soon thereafter as is feasible.

## **G. DISCIPLINE PROCEDURES - TEMPORARY SUSPENSION BY THE MANAGER**

The managing director or higher level administrator or manager of a bargaining unit employee may temporarily suspend an employee for the remainder of any work day. Following such action, written notification shall be made to the Superintendent/President or designee. Following a conference with the employee who has been temporarily suspended, the Superintendent/President or designee may authorize in writing a reduction in pay for the period of temporary suspension. Any such reduction of pay shall be subject to the employee's appeal rights under Section J, below.

## **H. HEARING PROCEDURE/APPEAL**

1. Upon receipt of a request for a hearing, the Board of Trustees or a hearing officer appointed by the Superintendent/President shall hold a hearing within forty-five (45) days unless there is reasonable cause for a continuance, which may be granted by the Superintendent/President. Failure of the employee to file a timely request for hearing shall constitute a waiver of the rights set forth therein. An employee who requests a hearing shall have the right to appear on his/her behalf or with counsel or such representation as he/she desires. Hearings shall be held in closed session. Witnesses who are District employees shall be given released time to testify provided advance notice is given. The Board of Trustees may sustain, reject or modify the administration's recommended dismissal.
  - a) A hearing officer shall be selected from the Office of Administrative Hearings and approved by the Superintendent/President.
  - b) If a hearing officer cannot be scheduled within two months of the hearing request, the District and the Association shall select a hearing officer from a list provided by the American Arbitration Association.
  - c) The hearing officer provided by the American Arbitration Association will be mutually agreed upon by both parties.
2. If an employee has been suspended without pay pending Board action, and the Board rejects the recommended dismissal, the employee shall be reinstated with compensation from the time of the suspension. If the Board modifies the recommended dismissal, it may nevertheless sustain any or all of the suspension without pay as part of the modification.
3. If a hearing officer is appointed to conduct the hearing, he/she shall make an advisory or recommended decision to the Board.
4. Violations of the disciplinary procedure shall not invalidate the discipline unless the violations were prejudicial to the employee.

5. The findings and decision of the Board of Trustees shall be final and conclusive on all parties.
6. Alleged violations of this article shall be presented as part of the appeals procedure of this article and not subject to the grievance procedure.

## **ARTICLE 18**

### **HEALTH AND WELFARE BENEFITS**

#### **A. GENERAL**

All insurance programs are subject to carrier requirements for eligibility enrollment, and processing of claims. It is agreed that any insurance coverage provided pursuant to this Agreement is subject to the following:

1. The District shall not change the carrier/provider prior to meeting and negotiating with the Union if the change in carrier/provider would result in a substantial decrease in the level or type of insurance benefits currently provided to employees.
2. Employees are not entitled to insurance programs unless they are working 30 or more hours per week.
3. Employees shall have the opportunity to choose coverage for employee only, employee plus one, or employee plus family.

#### **B. MEDICAL/DENTAL/VISION**

1. The Union and the District agree to contract with the Municipalities, Colleges, and Schools Insurance Group (MCSIG) Joint Powers Authority for the provision of medical, dental, vision, life insurance and travel/accident insurance benefits. The District agrees to fully pay the premiums for each full-time employee for a MCSIG 80/20 plan, called PPO \$25, which includes Delta Dental medium (with ortho), and Vision Service Plan B. The District also will fully pay the premiums for accidental death and dismemberment insurance, and long-term disability insurance for each employee. This is the District Base Plan. Each employee may also elect to have coverage provided for his or her eligible dependents for medical, dental, and vision. The District shall contribute 95% of the premium amount for qualified dependents. The employee shall pay the remaining 5% of the cost of covering his or her dependents, which cost shall be deducted from the employee's paycheck.

The contribution amounts for this coverage will be calculated according to this formula each year, posted to the District's website, and attached to this contract as Appendix F.

2. Employees may choose any medical insurance plan option offered by MCSIG, for which he or she is eligible. If the total premium of the employee's chosen plan exceeds that of the District Base Plan contribution, the excess cost shall be borne by the employee and made through payroll deduction.
3. If the total premium of the employee's chosen plan is less than that of the District Base Plan contribution, the District shall contribute the difference, not to exceed \$200 per month, to the employee's Health Reimbursement Account (HRA).



Employees who wish to opt out of coverage must follow the provider's strict "Opt Out" procedures. Opting out is subject to the \$200 per month limitation on District contribution to an HRA, described above.

The employee is responsible for setting up his or her own HRA during the open enrollment periods. The District will not be required to contribute amounts to a plan until the plan exists.

4. Additionally, employees may choose to contribute to a Section 125 plan maintained by the District.

### **C. CONTINUATION OF BENEFITS**

1. Bargaining unit employees on paid leave shall continue to receive insurance coverage as specified.
2. Employees in the Bargaining Unit who are assigned a work year of ten (10) months or more shall receive insurance coverage as specified in Article 14, Sections B and C, during the entire year, including the nonworking periods of each year.
3. Bargaining unit employees on unpaid leave extending beyond thirty (30) calendar days, shall not receive insurance coverage as specified. Such coverage shall terminate on the last day of the month of the employee's service with the District.
4. Bargaining unit employees who are on unpaid leave may continue health and welfare benefit insurance coverage by paying the full cost of all premiums to the District prior to the eighth (8th) of each month of such unpaid leave.
5. Health and welfare benefits shall terminate at the end of the month during which the employee resigns or is terminated from employment.
6. Upon the death of a Bargaining Unit employee, the District shall provide continuation of the benefits specified in Section B of Article 14, for the eligible dependents, through the end of the month next following ninety (90) days from the date of death of such Bargaining Unit employee.

Employees who are regularly assigned to work at least twenty (20) hours per week but less than thirty (30) hours per week may, if allowed by the carrier, participate in the District's health insurance programs at their own expense, provided arrangements satisfactory to the District's Business Office are made to prepay (example: payroll deduction) for such benefits.

Such part-time employee may elect to participate only in the entire benefits program (not partial participation) and such election may occur only at the time of initial employment and during the annual open enrollment period.

#### **D. HEALTH BENEFITS – RETIRED EMPLOYEES**

For bargaining unit employees retiring May 25, 1977, or later, the District will provide at District expense, medical, dental and vision coverage as provided herein for any retiree who meets the following conditions:

1. Retiree must have a minimum of ten (10) years' full-time service with this District.
2. Retiree must receive one (1) year's benefit for each two (2) years with the District, not to exceed five (5) years' benefits.
3. Employee must be minimum age sixty (60) at retirement. Coverage would be provided from date of retirement through age sixty-five (65).
4. If the retiree is under age sixty (60) and has the minimum ten (10) years' service, the retiree must pay District and employee premiums from date of retirement until age sixty (60), at which time District-paid coverage will be provided to age sixty-five (65). If the individual retiree fails to pay for his/her coverage between date of early retirement and age sixty (60), the District will not be obligated to provide coverage at age sixty (60) through the age of sixty-five (65) years.
5. All retirees must advise the District within thirty (30) days of their retirement of their desire to exercise this benefit. The Superintendent/President or designee may at his/her sole discretion, provide for extension of the thirty (30) day period. Failure to so notify and pay premiums monthly in advance to the District will result in a loss of said benefit.

#### **E. HEALTH BENEFITS COMMITTEE**

From time to time, the District convenes a committee to study health and welfare benefits and make recommendations regarding changes in such benefits. Whenever such a committee is convened, the membership shall include, but not be limited to, a Union member. The committee shall be chaired by a District manager and shall meet at least quarterly.

## **ARTICLE 19**

### **SAFETY**

- A. The District shall make every attempt within the limitation of its financial capabilities to comply with the applicable health, safety, and sanitation requirements of local, state, and federal governments.
- B. Employees are obligated to report in writing to their immediate supervisor, immediately upon discovery, any condition which might be unsafe. Written and signed reports of unsafe conditions will be responded to in writing by the District. The response will either describe the resolution to the safety issue or provide a timeline for resolution. A written report or response includes those written in email communications or the District's electronic reporting system.
- C. No employee shall in any way be discriminated against as a result of reporting any unsafe condition.
- D. The District shall have one standing member and one alternate of the Union on any official District Safety Committee.
- E. The District shall provide and promote the use of safety devices and safeguards to reasonably assure employee health and safety. Working radios or communication devices are considered safety devices.

## **ARTICLE 20 RETIREMENT**

In compliance with the Public Employees' Pension Reform Act (PEPRA), the parties agreed in 2015 to discontinue their previous practice of having the District pay the employee's share of a CalPERS retirement contribution through the Employer Paid Member Contribution (EMPC), and as an offset for this change in practice, the District agreed to augment the salary schedule by seven percent (7%), which it did in that year.

In each subsequent year, all bargaining unit members, whether they fit the PEPRA definition of "classic member" or not, will continue to pay their member contribution for CalPERS and the District will continue to pay the employer contribution for CalPERS.

## **ARTICLE 21 PAYROLL DEDUCTIONS**

Upon receipt of an authorized form from the employee, the District shall make requested dues and/or Credit Union deductions from the employee's warrant.

The Union agrees to indemnify, defend, and hold the District harmless against any claims made of any nature whatsoever, and against any claim or suit instituted against the District arising from any deduction made by the District pursuant to this Article.

## **ARTICLE 22 GRIEVANCE PROCEDURE**

### **A. DEFINITIONS**

1. A “grievance” is a formal written allegation by a member of the Bargaining Unit that he/she has been adversely affected by a violation of a specific article, section, or provision of this Agreement.
  - a. A “grievance” shall be brought only through this procedure.
  - b. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate processes.
  - c. Other matters for which a specific method of review is provided by law (such as CAL-OSHA), by the rules and regulations of the Board of Trustees, or by the administrative regulations and procedures of this District are not within the purview of this procedure.
2. A “grievant” is an employee covered by this Agreement filing a grievance who must be in paid status at time of filing.
3. As used in this Article, a “day” is any day in which the administrative offices of the District are open for business.
4. The “immediate supervisor” is the lowest level manager or supervisor having immediate jurisdiction over the grievant and therefore has been designated to adjust grievances. The “immediate supervisor” may not be within the same Bargaining Unit as the grievant.

### **B. TIME LIMITS**

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

## C. PROCEDURAL STEPS

### INFORMAL

1. Within ten (10) days of the time an employee knew or should have known of the act or omission allegedly constituting a violation of this Agreement, the employee shall discuss with the immediate supervisor or designee the alleged violation.

### FORMAL - LEVEL I (IMMEDIATE SUPERVISOR)

1. If a satisfactory resolution is not reached informally within ten days after the employee knew or should have known of the act or omission allegedly constituting a violation of this Agreement, the Bargaining Unit employee shall, within five days after the expiration of the ten day informal consultation period, present on the "Statement of Grievance," attached hereto as Appendix A, the grievance in writing to the immediate supervisor or designee. The statement shall include a clear, concise statement of the grievance, circumstances involved, the decision rendered at the informal conference, the specific article, section, or provision violated, and the specific remedy sought.
2. The immediate supervisor or designee shall, within ten (10) days of receipt, communicate the decision in writing to the employee.
3. Either the grievant or immediate supervisor may request a meeting within the above time limits. Any meeting shall be by mutual agreement.

### FORMAL - LEVEL II (NEXT LEVEL SUPERVISOR)

1. In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the decision within five days after receiving the Level I response on the appropriate form, Appendix A, to the next higher supervisor or designee. This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.
2. The next higher supervisor or designee shall communicate a copy of the appeal and his/her proposed decision in writing to the grievant within ten (10) days after receiving the appeal.
3. Within the above time limits, either party may request a personal conference. Any such meeting shall be by mutual agreement.

### FORMAL - LEVEL III (THIRD LEVEL SUPERVISOR, DEAN, VICE PRESIDENT)

1. If the grievant is not satisfied with the decision at Level II, he/she may within five days after receiving the Level II response appeal the decision on the appropriate form to the appropriate next level administrator, who may be a dean or vice president, or their designee. The appeal shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal.

2. The appropriate next level administrator, dean, vice president, or designee shall communicate a copy of the appeal and a decision in writing to the grievant within ten (10) days after receiving the appeal.
3. Within the above time limits either party may request a personal conference. Any such meeting shall be by mutual agreement.

#### FORMAL - LEVEL IV (SUPERINTENDENT/PRESIDENT)

1. In the event the grievant is not satisfied with the decision at Level III, he/she may appeal the decision within five days after receiving the Level III response on the appropriate form to the District Superintendent/President or designee. This statement should include a copy of the original grievance, appeals, the decisions rendered, and a clear, concise statement of the reasons for the appeal.
2. The Superintendent/President or designee shall communicate a copy of the appeal and his/her decision in writing to the exclusive representative and to the employee within twenty (20) days after receiving the appeal.
3. Within the above time limits either party may request a personal conference. Any such meeting shall be by mutual agreement.
4. The decision of the Superintendent/President or designee shall be used as a precedent in any subsequent grievance involving the interpretation of the same section of this agreement if the Union has agreed to the decision. If no written objection is received by the Superintendent/President or designee within fifteen (15) days of his/her issuing a decision, it shall be presumed that the Union has agreed to the decision.

#### FORMAL - LEVEL V

1. If the grievant and Union are not satisfied with the decision rendered pursuant to Level IV, they may submit a request in writing within five days after receiving the Level IV response to the Superintendent/President or designee for arbitration of the dispute.
2. Upon receipt of the written request, the Superintendent/President shall request the State Mediation Service to supply a panel of five (5) names. A copy of this request shall be sent to the grievant and the Union. Within five (5) days of the receipt of the panel of five (5) names, the Superintendent/President or designee, the grievant, and Union shall mutually agree upon an Arbitrator. If the parties do not mutually agree on an Arbitrator, then they will choose an arbitrator using the strike out method whereby the parties shall alternately strike one arbitrator's name from the list until one (1) arbitrator's name remains. If an arbitrator selected declines appointment or is otherwise unavailable, the parties may agree to select a different arbitrator from the list or request a new list and follow the procedures outlined above with the new list.
3. The fees and expenses of the Arbitrator and a court reporter, if required by the Arbitrator, shall be shared equally by the District and the Union.

4. The rules of the American Arbitration Association shall govern the arbitration process. The Arbitrator shall have no authority to add, to delete from, or alter any provisions of this Agreement but shall limit his/her decision solely to the application and interpretation of the specifically stated provisions of the Agreement. Without limiting the intent and meaning of the above, the arbitration process shall be limited to issues of “rights” and shall not include issues of “interests.”
5. The Arbitrator shall conduct a hearing and submit his/her findings and recommendations in writing to the Board, the grievant, and the Union within thirty (30) days.
6. The decision of the Arbitrator shall be final and binding on the District, the grievant, and the Union.



## **ARTICLE 23 WAGES**

- A.** Bargaining unit employee job classifications and their respective salary ranges are set forth in Appendix “C” and incorporated herein.

Appendix “D” sets forth the next year of salary: the 2021/22 salary schedule, which reflects a 1.0% increase over 2020-2021. This schedule is incorporated herein.

- B.** Any employee whose work year is ten months shall receive ten monthly salary warrants.

- C.** There shall be four (4) longevity steps at the completion of years 10, 15, 20, and 25 consisting of 2.5% each.

### **D. COMPENSATION FOR PROFICIENCY IN DESIGNATED LANGUAGES:**

1. All employees in the unit may apply to take the District’s oral proficiency exam in Spanish, using an application form provided by the Office of Human Resources.
2. Employees who complete the exam with a passing score will receive a \$ 50 bilingual stipend per month, beginning on the first complete month after they pass the exam.
3. Employees who qualify for and subsequently receive the stipend are expected to utilize their language skills during the course of their regular assignment in order to assist Spanish speaking students and members of the public.
4. The oral proficiency exam will be offered at least once each semester, and may also be offered during the summer, if there is demand for it.
5. An employee who takes and fails the exam may re-take the exam whenever it is next offered.
6. Employees who regularly use another language, other than Spanish, in their work at Hartnell to communicate with students or community members utilizing Hartnell’s services, may apply to take a proficiency exam in that other language, using an application form provided by the Office of Human Resources. The same rules and stipend amount will apply.

### **E. COMPENSATION OVERPAYMENTS AND UNDERPAYMENTS:**

Any salary or benefit payment by the District or its payroll processor resulting in insufficient payment for an employee shall be corrected, and supplemental check issued, as soon as is practicable after the payroll department receives notice of same and verifies that such error did occur.

Any salary or benefit payment error resulting in an overpayment to an employee shall be corrected by the District through deduction of the overpayment from the next paycheck (after discovery of the overpayment). In the event deduction of the full overpayment from one paycheck would decrease the corrected net pay in that paycheck in excess of 20 percent, the full overpayment shall be recovered by the District through deductions from the next months' paychecks, with no deduction to exceed 20 percent of the employee's corrected net pay. The above notwithstanding, the District may recover the full overpayment from the next paycheck in cases of emergency or in cases where the employment of the person is terminating either voluntarily or involuntarily.

## ARTICLE 24 PROFESSIONAL GROWTH

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

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

The policy shall be interpreted and implemented as follows:

1. Professional growth credit shall be given for unit credit collegiate-level coursework. Non-collegiate courses shall be evaluated on a case-by-case basis by the employee's immediate supervisor and the Chief Human Resources Officer or designee.
2. Professional growth credit will be provided for coursework completed on the employee's own time. Released time for on-the-job training to participate in study/coursework, etc., shall not result in professional growth credit.
3. Professional growth credit shall be given only for that coursework begun and completed subsequent to the effective date of the Agreement into which this proposal is incorporated.
4. All coursework for professional growth credit shall be job-related or related to advancement to another District job and subject to prior approval of the employee's immediate supervisor and the Chief Human Resources Officer. The burden of proof of job-relatedness falls to the employee making request for professional growth credit.
5. If the District determines that the coursework is not job related, the employee may appeal this decision using an appeal process similar to the one now operating with working out-of-class provisions of the Agreement.
6. Upon promotion of the employee to a new classification, the units completed for professional growth credit shall be reviewed by the new supervisor and the supervisor's vice president to determine whether the growth credits shall carry over.
  - a. If units were gained completing courses which provided employee with prerequisite skills for the new position, the professional growth credit will not be

carried over.

- b. If the credit is not job-related to the new position, the credit will not be carried over.
  - c. In both “a” and “b” above, the appeal process of Paragraph 5 shall apply.
7. The District shall have the right to require appropriate coursework as part of any professional growth program for an employee.
  8. An employee shall have three (3) years in which to complete any cycle of professional growth. Units will not be carried over if the cycle is not completed within the three (3) years.
  9. Upon completion of twelve (12) units (within the three-year timeline), the employee shall be eligible for the first step of professional growth increment.
  10. Upon completion of an additional twelve (12) units (within the three-year timeline), the employee shall be eligible for a second step of the professional growth.
  11. Professional growth increment shall be a flat rate of \$50.00 per month per step.

**ARTICLE 25  
APPRENTICES**

Indentured Apprentice Engineers may be employed by the District. If the District determines that an apprentice position should be filled, such Apprentice shall be covered by the Apprenticeship Standards of the Northern California and Northern Nevada Stationary Engineers as revised on April 10, 1980, and shall receive not less than the following percentage of the Hartnell Maintenance Engineer top step:

1st	12 months	- 68%	6th	6 months	- 85%
3rd	6 months	- 70%	7th	6 months	- 90%
4th	6 months	- 75%	8th	6 months	- 95%
5th	6 months	- 80%	Thereafter - Maintenance Engineer rate of pay		

When hired, an Apprentice shall be on probation for the time specified for other maintenance employees covered by this Agreement. Apprentices shall accrue seniority only among Apprentices. Upon completion of their Apprenticeship, an Apprentice's seniority within the District shall be dated back to their date of hire as an Apprentice.

**ARTICLE 26**  
**REVISION OF JOB DESCRIPTIONS AND CLASSIFICATION REVIEW**

- A. The Governing Board must review and approve all new job descriptions in the classified service. The District will provide a copy of any new or revised Bargaining Unit job description prior to preparing the Board Agenda. Upon request of the Union, the District agrees to discuss the proposed revisions.

The Union agrees that if it wishes to discuss such revision(s), it shall notify the District of its intention to discuss such revision(s) five (5) working days prior to the date of scheduled Board action.

- B. The parties agree that a revision in job description is subject to “meet and confer” or “meet and negotiate” requirements.
- C. The District agrees to review all job descriptions in the bargaining unit for accuracy and currency at least once every five years.

The first classification review will begin in 2016, and shall occur at least every five (5) years thereafter. Following each classification review, a salary study of the positions under review will be conducted using nearby colleges that belong to Hartnell’s benchmark group. If a discrepancy of more than 5% is found between the compensation of Hartnell positions compared to the average salary for the comparable positions in the benchmark group, the parties agree to meet and negotiate over whether or how to make an equitable adjustment in allocations.

- D. Each classification review will contain at least three components:
1. Desk or job audit – information prepared by the employee, with assistance from the Human Resources Office, that gives a complete picture of the employee’s job duties over the course of the year.
  2. Supervisor response – supervisor’s assessment of the desk or job audit.
  3. Interview with the incumbent and supervisor –if necessary to resolve any ambiguities or incomplete information in the review documents.
- E. A Classification Study Committee comprising two management employees (usually the Chief Human Resources Officer, and an administrator who supervises Local 39 employees, and two L-39 representatives (one of which shall be the Local 39 business representative), will review the materials submitted for the classification review. The parties may allow additional members to participate, if they mutually agree. If the committee cannot come to agreement on any issue, they shall select a neutral fifth party to join the committee.

The committee and shall make recommendations to the superintendent/president on:

1. Whether any existing job descriptions need to be updated.
  2. Whether any unit member has begun doing substantially all of the job duties in a different job category such that he or she should be reclassified to the other category.
  3. If the “other job category” mentioned in number 2 is a new category that does not yet exist in the bargaining unit, the committee will recommend that the Human Resources Office draft the new job description, based on their findings. The parties will then meet and confer over any new job classification.
  4. Whether, following a market and salary study, any job classification should be reallocated to a different pay range.
- F. The Classification Study Committee, which includes union representatives as outlined in paragraph E, above, will communicate its recommendations to the superintendent/president. If the superintendent/president agrees that any of the above changes are required, those changes will be brought to the Board of Trustees for ratification at the next available meeting. Any resultant changes in pay range for an employee or a class of employees will be effective on July 1 of the year following the determination.
- G. Recommendations of the Classification Study Committee and decisions of the superintendent/president are not grievable.

**ARTICLE 27**  
**DISTRIBUTION OF CONTRACT**

- A. The District agrees that it shall distribute copies of this Agreement as soon as practicable after settlement is reached.
- B. Posting the Agreement on the District’s Human Resources page, and notifying the union that it had done so, with the URL of the Agreement, counts as “distribution” of the agreement, unless the union requests, in writing, that the District provides a printed copy of the contract.
- C. If the union makes the written request in Section B, above, it will pay the cost of printing and mailing the contract.

**ARTICLE 28**  
**WAIVER CLAUSE**

This Agreement may be altered, changed, added to, deleted from, or modified only through the mutual consent of the parties.

Parties expressly waive and relinquish the right, and each agree the other shall not be obligated during the term of this Agreement to bargain collectively with respect to any subject or matter whether referred to or covered in this Agreement; even though such subjects or matters may not have been within the knowledge or contemplation of either or both the District or Local 39 at the time they negotiated or executed this Agreement.

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

**ARTICLE 29**  
**SAVINGS CLAUSE**

If an Article or section of this Agreement or an addendum thereto should be held to be invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance or enforcement of any article or section should be restrained by such tribunal or the enactment of superseding rule, regulation, law, or order by any governmental authority other than the Board, such article or provision shall be immediately suspended and be of no force and effect. Invalidation of a part or portion of this Agreement shall not invalidate any remaining portions and those remaining portions shall remain in full force and effect unless those remaining portions were contingent upon the operations of the invalidated section.



## **ARTICLE 30 LAYOFFS**

1. When layoffs are necessary due to lack of work or lack of funds, the District shall give the affected employee notice of the planned layoff at least 60 days prior to the effective date. The notice shall be by personal delivery or certified mail and shall specify the reasons for layoff, identify the classification and the position(s) designated for elimination, and include information of the employee's displacement (bumping) rights, and his or her reemployment rights. A copy of the notice (including all attachments) will be provided to L-39.
2. An employee who has been given notice of layoff and displacement rights shall notify the District's Human Resources Office of his or her decision on the exercise of those rights within 10 working days of date of service by the District.
3. Any layoff shall be effected within a classification. The order of layoff shall be based on seniority within that classification throughout the District. The unit member with the least seniority within the classification shall be laid off first.
4. Seniority and length of service for all purposes related to bargaining unit members shall be determined by hire date in classification.
5. A unit member shall not be laid off if a short-term employee is retained to render a service that the classified employee is qualified to render.
6. A unit member whose position is eliminated by the District or who is displaced from his or her position by a unit member exercising bumping rights shall be presented with the following options, in order:
  - a. bump into a vacant position in the same classification. If a vacant position exists, options c and d below shall not apply;
  - b. bump into a vacancy in a lower or higher classification in which the unit member has the appropriate seniority. If a vacancy exists, options c and d below shall not apply;
  - c. bump into a position that is held by the least senior unit member in the same classification.
  - d. bump into a position held by the least senior unit member in a lower or higher class in which the unit member has greater seniority considering his or her seniority in the lower class and any higher classes;
  - e. layoff;
  - f. retirement in lieu of layoff;

- g. resignation in lieu of layoff.
7. A unit member who elects a layoff in lieu of bumping is eligible for reemployment in each class for which he or she holds seniority, in accordance with his or her class seniority, for a thirty-nine (39) month period.
  8. A unit member who accepts a voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall be eligible for an additional twenty-four (24) months of reemployment rights to the class for which they were laid off. If a unit member is laid off and subsequently rehired, according to his/her seniority rights, into a position in a lower class or with lesser hours than his/her position at the time of layoff, s/he shall be afforded the sixty-three (63) months of rehire rights calculated from the original date of layoff.
  9. A unit member who elects to retire in lieu of layoff, voluntary demotion, or reduction in assigned time, shall notify the District in writing of the retirement election.
  10. A unit member who voluntarily resigns in lieu of layoff from the District and who is rehired into the same classification within thirty-nine (39) months shall be restored all of the rights, benefits, and burdens of a permanent classified employee and the break in service shall be disregarded. Seniority shall not be earned during the break in service; however, the unit member's previous seniority shall be reinstated upon rehire.
  11. Unit members placed on reemployment lists, regardless of the reason for being placed on the list, shall be offered reemployment in seniority order. In the event of a tie in seniority, those on the reemployment list due to layoff shall take precedence. A unit member who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening. Such notice shall be sent by certified mail to the last address given by the unit member to the District Human Resources Office, with a copy sent to L-39, which shall acquit the District of its notification responsibility. A unit member thus notified shall inform the District Human Resources Office of his or her intent to accept or refuse reemployment within ten (10) working days following receipt of the reemployment offer. If the unit member accepts reemployment, the unit member must report to work within ten (10) working days following acceptance of the reemployment offer.
  12. If a unit member receives an offer for a position with the same work year, number of hours per week, and classification held at the time of layoff, and turns down the offer, the unit member shall be removed from the reemployment list.

## **ARTICLE 31 EVALUATIONS**

### **SECTION 1**

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

An employee who desires to register disagreement with the content of an evaluation may take the following steps:

1. Record a statement of objection at the time of the evaluation conference with the immediate supervisor; or,
2. Submit a statement in writing within ten (10) working days of the conference. Such a statement shall be attached to and become a permanent addition to the evaluation document.
3. Request in writing within ten (10) working days a review of his/her evaluation by the rater's immediate supervisor. The rating will be changed only upon a finding by the supervisor that the rating was produced by mistake or fraud.

### **SECTION 2**

Permanent employees will be rated every two (2) years on their anniversary date or more frequently, as deemed necessary by the immediate supervisor or first-level manager.

### **SECTION 3**

A new regular full-time or part-time employee in the bargaining unit shall be in probationary status for a period of twelve (12) working months. An evaluation of such an employee shall be submitted prior to the expiration of the third (3rd), fifth (5th) and eleventh (11th) working months. The rating will include a recommendation regarding continued employment or dismissal of the employee.

### **SECTION 4**

It is the District's prerogative to evaluate any employee at any time in the event the employee has either exhibited below-standard work performance or exceptional work performance.

### **SECTION 5**

A signed copy of each evaluation shall be placed in the employee's permanent file with a copy given to the employee. All employee evaluations are confidential.

### **SECTION 6**

Notwithstanding any other provision of the Article on Evaluations, or the Article on Grievance, a

member of the bargaining unit may file a grievance relative to specific alleged violation of the procedures used in the evaluation of the employee. It is hereby agreed, however, that the specific content of any evaluation is not subject to the grievance procedure.

#### **SECTION 7**

If a regular, non-probationary, employee may be receiving an unsatisfactory evaluation, the District shall hold a pre-evaluation conference ninety (90) days prior to the written evaluation. The employee shall be given a written improvement plan that clearly documents the actions to be taken to receive a satisfactory evaluation.

Annual step increments shall be withheld for unsatisfactory performance documented in the written evaluation and will not be granted until the receipt of a satisfactory evaluation.

A written unsatisfactory evaluation shall be defined as receiving a rating of one (1) or two (2) for a minimum of three (3) of the seven (7) performance factors listed on the performance appraisal and objective plan.

An unsatisfactory evaluation may be appealed to the next supervisor who will have the final authority to amend, affirm, or reverse the evaluation or elements of the evaluation.

Three months after an unsatisfactory evaluation has been given, the supervisor shall formally evaluate the employee. If the performance does not improve the employee may be subject to disciplinary action.

The District will not use the evaluation in a discriminatory or unfair manner.

If no evaluation is rendered within a year, the assumption is that the employee's performance is satisfactory.

## **ARTICLE 32 PERSONNEL FILES**

1. Personnel files shall be kept by the District. All such files shall be kept in confidence and may be available for inspection only by the Board of Trustees in closed session, management employees of the District, the employee, and his/her designated representative. Such designation shall be in writing. Access to pre-employment confidential records may not be granted to the employee or his/her representative.
2. An employee may review the contents of his/her file and respond to any non- confidential pre-employment documents in the file. Such review/response shall be undertaken upon the employee's own time, or during duty hours with the approval of the employee's supervisor.
3. The District shall maintain a log in each personnel file indicating those persons who have examined the file; such log to include name(s) of person(s) making the examination and the date.
4. An employee may request, in writing, not more than once per year, to obtain a copy of all non-confidential pre-employment material in his/her personnel file. The District shall provide such material within five (5) working days.

## **ARTICLE 33 MISCELLANEOUS**

### **A. PARKING**

Regular employees shall be provided one parking permit, which allows parking in designated staff parking areas. Only the employee issued the documentation shall use the parking area under such authorization.

### **B. REQUIRED APPAREL**

1. The District will provide a reimbursement for the purchase of one pair of OSHA approved safety shoes annually for all bargaining unit members. The District shall provide a reimbursement for the purchase or repair of safety shoes or boots as needed and mutually agreed upon by the member and his/her supervisor.

Non-slip shoes shall be required for unit members in custodian and food service positions.

The maximum amount per reimbursement shall be two hundred dollars (\$200.00) for unit members in custodian, grounds and maintenance positions, and one hundred fifty dollars (\$150.00) for unit members in food service positions.

The provision of work clothing shall include regular, permanent, and part-time employees of the employer.

2. A probationary employee shall forfeit the cost of the shoes from his/her last paycheck if he/she is discharged during the probationary period.
3. The District shall provide maintenance uniforms for Custodians, Grounds, Maintenance and Food Service employees. Staff will have input as to the type and color of the uniforms as long as the standard of the college is met.
4. District-provided apparel shall be worn by unit members during their work hours and only during their work hours. Unit members not on duty (excluding rest and lunch periods) shall not wear District-provided apparel. Employees are required to maintain a professional appearance while in uniform and on duty including but not limited to shirts tucked in and buttoned.

### **C. TRAVEL**

It shall be the employer's responsibility to provide appropriate transportation to all bargaining unit employees required to travel from their primary work location to perform work for the benefit of the employer. Should the employer be unable to provide such transportation, the employee may, at the employee's option, use their personal vehicle to perform such off-campus assignments. In the event an employee elects to use their personal vehicle the employee shall be reimbursed in an amount equal to the personal vehicle reimbursement rate prescribed by the Internal Revenue Service.

**D. CELL PHONE USE**

Personal cell phones shall not be used for personal business during work hours (excluding scheduled rest periods).

**E. DISTRICT-ISSUED RADIOS**

District-issued radios shall be worn, turned on, and responded to during work hours.

**F. RECYCLING PROGRAM**

The District maintains a recycling program funded, in part, through proceeds from the sale of recyclable items. Collecting items deposited in recycle bins and containers is a job that may be assigned to unit employees. As such, newspaper, mixed paper, cardboard, plastic and glass bottles, and aluminum cans, etc., deposited in designated recycling containers, waste containers, or left on District property are considered the property of the District. Unit employees are prohibited from collecting and taking District recyclables for redemption. The District shall establish procedures for the separation and recovery of recyclable materials.

**G. NECESSARY TOOLS AND EQUIPMENT**

The District shall supply any and all tools and equipment needed to perform the job duties each employee was hired to perform, including janitorial clean up, mechanical maintenance, plumbing, electrical, grounds, maintenance, and kitchen work. Employees will use reasonable care to safeguard these tools and equipment, and report when the tools are missing, broken, or in need of repair.


**H. REIMBURSEMENT FOR PERSONAL PROPERTY**

The Governing Board may provide by regulation for the reimbursement of any person or persons for the loss, destruction, or damage by arson, burglary or vandalism of personal property used in the academic facilities of the District. If the Board approves any such regulation, reimbursement shall be made only when approval for the use of the personal property in the academic facilities was given before the property was brought to the site and when the value of the property was agreed upon by the person or persons bringing the property and the administrator, or person appointed by him or her for this purpose at the time the approval for its use was given. The Governing Board may establish a maximum value of reimbursement which will be paid.

**I. COMPUTER ACCESS FOR UNIT EMPLOYEES**

The District will provide computer access for all unit members sufficient for them to do their jobs, including any required computerized training, reading and responding to emails, and conducting research on equipment, parts, and other job-required data gathering.

**ARTICLE 34  
TERM OF AGREEMENT**

The provisions of this Agreement shall not be vested in/to an employee or the Stationary Engineers Local 39 but shall remain in full force and effect from July 1, ~~2023~~ <sup>2022</sup> through and including June 30, 2025. 


The term of this Agreement shall expire June 30, 2025. Unless specifically provided otherwise in the terms of this Agreement, the articles of this Agreement shall be in full force and effect from 12:01 a.m. of the first work day immediately following legal ratification of this Agreement by the District Board of Trustees through and including June 30, 2025.

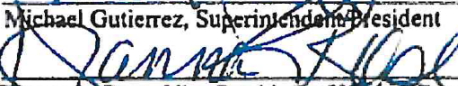
**ARTICLE 35  
FAVORED NATION**

To ensure equitable wages and benefits, any future additional across the board salary increases; or monies allocated to healthcare cap increases granted to HCFA, CSEA and/or Confidential and/or Management groups, shall also be applied to the L-39 bargaining unit. The effective dates of such increases, if any, shall be the same effective dates as approved by the Hartnell Community College District for the other groups.


An increase in compensation or benefits that is granted to HCFA, CSEA, Confidential and/or Management employees in return for a concession that reduces District costs, or in return for more hours/days of employment, or a higher level of service, shall not be subject to this Article but shall be negotiated on a per case basis upon request by L-39. The District shall identify any concession by HCFA, CSEA and/or Confidential and/or Management groups that reduced District costs.


**HARTNELL COMMUNITY  
COLLEGE DISTRICT**


By:   
Michael Gutierrez, Superintendent/President


By:   
Dianna L. Rose, Vice President of Human Resources & EEO


**INTERNATIONAL UNION OF OPERATING  
ENGINEERS, STATIONARY ENGINEERS,  
LOCAL 39**

By:   
Bart Florence, Business Manager

By:   
Brandy Johnson, Director of Public Employees

By:   
Jeff Gladieux, President

By:   
Chris Kalmar, Business Representative

By:   
Oscar Carcamo, Business Representative



**HARTNELL COLLEGE  
STATEMENT OF GRIEVANCE FORM**

<b>Employee Name:</b>	<b>Department:</b>
<b>Date of Filing This Statement:</b>	<b>Date of Grievance:</b>
<b>Date of Informal Discussion:</b>	<b>Date of Oral Response:</b>
Specific Articles and Sections Alleged to Have been Violated:	
Employee's Statement of Alleged Violation and Grievance. What is the factual, contention, what has occurred (provide full facts necessary to support your position):	
State full relief, remedy, action, you believe is required to resolve this alleged grievance:	

Date of Receipt:	Date of Response:
Grievance Resolved:	Grievance Denied:
Statement of Grievance:	

II. Next Higher Supervisor:	
Date of Receipt:	Date of Response:
Grievance Resolved:	Grievance Denied:

Dean/Business Manager:	
Date of Receipt:	Date of Response:
Grievance Resolved:	Grievance Denied:

Superintendent/President/Designee, Response to Alleged Grievance:	
Date of Receipt:	Date of Response:
Grievance Resolved:	Grievance Denied:

III. Request for Binding Arbitration Received:	
Date of Receipt:	Grievance Resolved:

Notes:

1. Attach all responses to this form at all levels
2. Maintain two (2) copies (1-employee, 1-District)
3. Time is of the essence at ever step

## APPENDIX B

### CERTIFICATION OF OPERATIONS AND MAINTENANCE BARGAINING UNIT

The Appropriate Unit. (Maintenance/Operations Unit)

Shall INCLUDE:

Classified employees working more than 20 hours per week in the following positions in the maintenance/operations unit at Hartnell College:

- Barista
- Custodian
- Farm Maintenance Worker
- Food Services Lead Worker
- Food Service Worker
- Grounds Equipment Operator
- Lead Custodian
- Lead Grounds Equipment Operator
- Maintenance Specialist
- Maintenance Worker
- Swimming Pool Maintenance Attendant
- Utility Custodian

Shall EXCLUDE: All management, supervisory, and confidential employees and all other classified employees.

**APPENDIX C**

**HARTNELL COMMUNITY COLLEGE DISTRICT**

**JOB CLASSIFICATIONS**  
**STATIONARY ENGINEERS – LOCAL 39**

<b>POSITION TITLE</b>	<b>SALARY RANGE</b>
Barista	2
Custodian	5
Farm Maintenance Worker	8
Food Services Lead Worker	4
Food Service Worker	2
Grounds Equipment Operator	8
Lead Custodian	9
Lead Grounds Equipment Operator	11
Maintenance Specialist	14
Maintenance Worker	8
Swimming Pool Maintenance Attendant	7
Utility Custodian	7

APPENDIX D

2022-2024 SALARY SCHEDULE

2022-2023 SALARY SCHEDULE FOR L-39 GROUP

Range	Step A				Step B				Step C				Step D				Step E			
	Annual	Monthly	Hourly	95%	Annual	Monthly	Hourly	Annual	Monthly	Hourly	Annual	Monthly	Hourly	Annual	Monthly	Hourly	Annual	Monthly	Hourly	
14	\$ 65,368	\$ 5,447	\$ 31.43	\$ 29.86	\$ 68,636	\$ 5,720	\$ 33.00	\$ 72,068	\$ 6,006	\$ 34.65	\$ 75,671	\$ 6,306	\$ 36.38	\$ 79,455	\$ 6,621	\$ 38.20				
13	\$ 62,255	\$ 5,188	\$ 29.93	\$ 28.43	\$ 65,368	\$ 5,447	\$ 31.43	\$ 68,636	\$ 5,720	\$ 33.00	\$ 72,068	\$ 6,006	\$ 34.65	\$ 75,671	\$ 6,306	\$ 36.38				
12	\$ 59,291	\$ 4,941	\$ 28.51	\$ 27.08	\$ 62,256	\$ 5,188	\$ 29.93	\$ 65,369	\$ 5,447	\$ 31.43	\$ 68,637	\$ 5,720	\$ 33.00	\$ 72,069	\$ 6,006	\$ 34.65				
11	\$ 56,468	\$ 4,706	\$ 27.15	\$ 25.79	\$ 59,291	\$ 4,941	\$ 28.51	\$ 62,256	\$ 5,188	\$ 29.93	\$ 65,369	\$ 5,447	\$ 31.43	\$ 68,637	\$ 5,720	\$ 33.00				
10	\$ 53,779	\$ 4,482	\$ 25.86	\$ 24.56	\$ 56,468	\$ 4,706	\$ 27.15	\$ 59,291	\$ 4,941	\$ 28.51	\$ 62,256	\$ 5,188	\$ 29.93	\$ 65,369	\$ 5,447	\$ 31.43				
9	\$ 51,218	\$ 4,268	\$ 24.62	\$ 23.39	\$ 53,779	\$ 4,482	\$ 25.86	\$ 56,468	\$ 4,706	\$ 27.15	\$ 59,291	\$ 4,941	\$ 28.51	\$ 62,256	\$ 5,188	\$ 29.93				
8	\$ 48,779	\$ 4,065	\$ 23.45	\$ 22.28	\$ 51,218	\$ 4,268	\$ 24.62	\$ 53,779	\$ 4,482	\$ 25.86	\$ 56,468	\$ 4,706	\$ 27.15	\$ 59,291	\$ 4,941	\$ 28.51				
7	\$ 46,456	\$ 3,871	\$ 22.33	\$ 21.22	\$ 48,779	\$ 4,065	\$ 23.45	\$ 51,218	\$ 4,268	\$ 24.62	\$ 53,779	\$ 4,482	\$ 25.86	\$ 56,468	\$ 4,706	\$ 27.15				
6	\$ 44,244	\$ 3,687	\$ 21.27	\$ 20.21	\$ 46,456	\$ 3,871	\$ 22.33	\$ 48,779	\$ 4,065	\$ 23.45	\$ 51,218	\$ 4,268	\$ 24.62	\$ 53,779	\$ 4,482	\$ 25.86				
5	\$ 42,138	\$ 3,512	\$ 20.26	\$ 19.25	\$ 44,244	\$ 3,687	\$ 21.27	\$ 46,457	\$ 3,871	\$ 22.34	\$ 48,780	\$ 4,065	\$ 23.45	\$ 51,219	\$ 4,268	\$ 24.62				
4	\$ 40,130	\$ 3,344	\$ 19.29	\$ 18.33	\$ 42,137	\$ 3,511	\$ 20.26	\$ 44,244	\$ 3,687	\$ 21.27	\$ 46,456	\$ 3,871	\$ 22.33	\$ 48,779	\$ 4,065	\$ 23.45				
3	\$ 38,220	\$ 3,185	\$ 18.38	\$ 17.46	\$ 40,131	\$ 3,344	\$ 19.29	\$ 42,138	\$ 3,512	\$ 20.26	\$ 44,245	\$ 3,687	\$ 21.27	\$ 46,457	\$ 3,871	\$ 22.34				
2	\$ 36,400	\$ 3,033	\$ 17.50	\$ 16.63	\$ 38,220	\$ 3,185	\$ 18.38	\$ 40,131	\$ 3,344	\$ 19.29	\$ 42,138	\$ 3,512	\$ 20.26	\$ 44,245	\$ 3,687	\$ 21.27				
1	\$ 34,666	\$ 2,889	\$ 16.67	\$ 15.83	\$ 36,399	\$ 3,033	\$ 17.50	\$ 38,219	\$ 3,185	\$ 18.37	\$ 40,130	\$ 3,344	\$ 19.29	\$ 42,137	\$ 3,511	\$ 20.26				

Four longevity steps at year 11, 16, 21 and 26 consist of 2.5% each.  
 (Approved, Board of Trustees April 4, 2023)  
 All whole numbers rounded to the nearest dollar.  
 Effective July 1, 2022 for 2022-23 fiscal year.

2023-2024 SALARY SCHEDULE FOR L-39 GROUP

Range	Step A				Step B				Step C				Step D				Step E			
	Annual	Monthly	Hourly	95%	Annual	Monthly	Hourly	Annual	Monthly	Hourly	Annual	Monthly	Hourly	Annual	Monthly	Hourly	Annual	Monthly	Hourly	
14	\$ 67,983	\$ 5,665	\$ 32.68	\$ 31.05	\$ 71,382	\$ 5,949	\$ 34.32	\$ 74,951	\$ 6,246	\$ 36.03	\$ 78,699	\$ 6,558	\$ 37.84	\$ 82,634	\$ 6,886	\$ 39.73				
13	\$ 64,745	\$ 5,395	\$ 31.13	\$ 29.57	\$ 67,982	\$ 5,665	\$ 32.68	\$ 71,381	\$ 5,948	\$ 34.32	\$ 74,950	\$ 6,246	\$ 36.03	\$ 78,698	\$ 6,558	\$ 37.84				
12	\$ 61,663	\$ 5,139	\$ 29.65	\$ 28.16	\$ 64,746	\$ 5,396	\$ 31.13	\$ 67,983	\$ 5,665	\$ 32.68	\$ 71,382	\$ 5,949	\$ 34.32	\$ 74,951	\$ 6,246	\$ 36.03				
11	\$ 58,727	\$ 4,894	\$ 28.23	\$ 26.82	\$ 61,663	\$ 5,139	\$ 29.65	\$ 64,746	\$ 5,396	\$ 31.13	\$ 67,983	\$ 5,665	\$ 32.68	\$ 71,382	\$ 5,949	\$ 34.32				
10	\$ 55,930	\$ 4,661	\$ 26.89	\$ 25.54	\$ 58,727	\$ 4,894	\$ 28.23	\$ 61,663	\$ 5,139	\$ 29.65	\$ 64,746	\$ 5,396	\$ 31.13	\$ 67,983	\$ 5,665	\$ 32.68				
9	\$ 53,267	\$ 4,439	\$ 25.61	\$ 24.33	\$ 55,930	\$ 4,661	\$ 26.89	\$ 58,727	\$ 4,894	\$ 28.23	\$ 61,663	\$ 5,139	\$ 29.65	\$ 64,746	\$ 5,396	\$ 31.13				
8	\$ 50,730	\$ 4,228	\$ 24.39	\$ 23.17	\$ 53,267	\$ 4,439	\$ 25.61	\$ 55,930	\$ 4,661	\$ 26.89	\$ 58,727	\$ 4,894	\$ 28.23	\$ 61,663	\$ 5,139	\$ 29.65				
7	\$ 48,314	\$ 4,026	\$ 23.23	\$ 22.07	\$ 50,730	\$ 4,228	\$ 24.39	\$ 53,267	\$ 4,439	\$ 25.61	\$ 55,930	\$ 4,661	\$ 26.89	\$ 58,727	\$ 4,894	\$ 28.23				
6	\$ 46,014	\$ 3,835	\$ 22.12	\$ 21.02	\$ 48,315	\$ 4,026	\$ 23.23	\$ 50,731	\$ 4,228	\$ 24.39	\$ 53,268	\$ 4,439	\$ 25.61	\$ 55,931	\$ 4,661	\$ 26.89				
5	\$ 43,824	\$ 3,652	\$ 21.07	\$ 20.02	\$ 46,015	\$ 3,835	\$ 22.12	\$ 48,316	\$ 4,026	\$ 23.23	\$ 50,732	\$ 4,228	\$ 24.39	\$ 53,269	\$ 4,439	\$ 25.61				
4	\$ 41,735	\$ 3,478	\$ 20.06	\$ 19.06	\$ 43,822	\$ 3,652	\$ 21.07	\$ 46,013	\$ 3,834	\$ 22.12	\$ 48,314	\$ 4,026	\$ 23.23	\$ 50,730	\$ 4,228	\$ 24.39				
3	\$ 39,749	\$ 3,312	\$ 19.11	\$ 18.15	\$ 41,736	\$ 3,478	\$ 20.07	\$ 43,823	\$ 3,652	\$ 21.07	\$ 46,014	\$ 3,835	\$ 22.12	\$ 48,315	\$ 4,026	\$ 23.23				
2	\$ 37,856	\$ 3,155	\$ 18.20	\$ 17.29	\$ 39,749	\$ 3,312	\$ 19.11	\$ 41,736	\$ 3,478	\$ 20.07	\$ 43,823	\$ 3,652	\$ 21.07	\$ 46,014	\$ 3,835	\$ 22.12				
1	\$ 36,053	\$ 3,004	\$ 17.33	\$ 16.47	\$ 37,856	\$ 3,155	\$ 18.20	\$ 39,749	\$ 3,312	\$ 19.11	\$ 41,736	\$ 3,478	\$ 20.07	\$ 43,823	\$ 3,652	\$ 21.07				

Four longevity steps at year 11, 16, 21 and 26 consist of 2.5% each.  
 (Approved, Board of Trustees April 4, 2023)  
 All whole numbers rounded to the nearest dollar.  
 Effective July 1, 2023 for 2023-24 fiscal year.