I. SALARY/HEALTH AND WELFARE BENEFITS INFORMATION

A. Anniversary Dates and Annual Increments

1. The anniversary date for supervisory employees shall be as follows:
   a. If hired or promoted between the first and fifteenth of the month, inclusively, the anniversary date shall be the first of such month.
   b. If hired or promoted between the sixteenth and thirty-first of the month, inclusively, the anniversary date shall be the first of the following month.

2. For employees working fewer than twelve months, the anniversary date shall be delayed annually by the number of months of unpaid annual leave.

3. Annual increments shall be dependent upon satisfactory work performance as determined by the employee’s evaluation.

B. Overtime

1. All overtime for full-time overtime eligible supervisory employees authorized or knowingly permitted by the immediate supervisor shall be compensated at the rate of one and one-half multiplied by the regular rate of pay.

2. Overtime includes:
   a. For full-time overtime eligible employees
      (1) Work on a holiday, whether as part of the employee’s normal work week or as required and authorized by their supervisor,
      (2) Work in excess of eight hours in any one day except as provided in paragraph 4 below.
      (3) Work in excess of forty hours during any work week.

3. The established work week for 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 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 employee.

4. When an employee has a regularly scheduled work week consisting of some days in excess of eight hours, but totaling forty hours per week or less, overtime shall be paid only for those hours worked in excess of ten hours in any one day, or forty hours in any one week.

5. Compensatory Time Off
   a. Supervisory employees may be granted, by their supervisor, compensatory time off for overtime work at the same prorated ratio 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 working days following the day the overtime was worked.

   b. Compensatory time shall be taken at a time mutually acceptable to both employee and the supervisor, within three months of the date earned. If compensatory time is not taken within the approved time, the 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. Extension may be granted by the Superintendent-President or designee.

6. Call Back Time—All Supervisors called to work on a day or at a time outside their regular schedule shall receive pay for a minimum of three (3) hours or the actual number of hours worked, whichever is greater. The rate of pay (i.e. regular or overtime) shall be determined by Section B “Overtime” and all applicable State and Federal laws/codes.

7. Standby Time—Any Supervisor who is asked to be on standby by their immediate manager shall be compensated at a rate of three (3) hours for every twenty-four (24) hours standby duty. If, while on standby, the supervisor is asked to report, he/she shall not be paid for standby, but will receive compensation pursuant to Section B “Overtime”.

C. Placement of New Supervisory Employees
The Superintendent-President or his designee may recommend that new supervisory personnel be appropriately placed on the salary schedule, based on previous experience.

D. **Public Employees Retirement System (PERS) Employer “Pick-Up” Program**

The District participates in the PERS Employer “Pick-Up” Program for supervisory employees. The employee’s PERS contribution is deducted from taxable salary for income tax purposes.

E. **Health and Welfare Benefits**

Effective July 1, 2007, the maximum District contribution (CAP) for medical, dental, vision and life insurance benefits shall be $1,300 per month per qualified supervisory employee. If the premium rises above this amount, the amount above $1,300 per month shall be automatically and proportionately deducted from those employees with family coverage on their monthly pay warrants.

F. **Medical, Dental and Vision Benefits--Retired Employees**

The supervisory employee who is eligible for retirement through PERS or STRS, which ever is appropriate, and retires from the District, shall be granted ten (10) years of district paid medical, dental, and vision benefits for the retiree and dependents, equal to the current district premium “cap” in place. To be eligible, an employee must have been employed by the District in a full-time capacity for a minimum of 5 years. The benefit ends on the retiree’s 65th birthday.

G. **Continuation of Benefits on Death of Supervisory Employee**

Upon the death of a supervisory employee, the District shall provide continuation of the medical, dental and vision benefits specific above, for the eligible dependents, through the end of the month next following ninety days from the date of death of such employee.

II. **LEAVES OF ABSENCE**

A. **Vacation for Supervisory Classified Employees**

1. Supervisory employees are entitled to vacation allowance with pay. Employees working forty hours per week on a twelve month basis shall earn 21 days vacation leave per year.

2. Employees must begin work on or before the fifteenth 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 day of the month.

3. Vacation allowance will not be credited until an employee has completed six consecutive months of employment.

4. All vacation time shall be scheduled and approved in writing and shall be taken at a time mutually acceptable to both the employee and the District.

5. Upon separation from District 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 consecutive months of employment. If an employee is re-employed after termination, he/she shall accrue vacation under Section II.A.1 as if he/she were a first time employee unless violative of the Education Code.

6. Vacations must be taken by August 31, fourteen months following the end of the fiscal year in which it was earned. Vacation earned but not taken will be lost, unless the District did not permit earned vacation to be taken or unless special permission is granted by the Superintendent-President or his/her designee. If earned vacation is not permitted to be taken, the District shall allow accrual or shall pay off the vacation.

7. Employees with sixty 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.

8. If an employee is not permitted, due to District needs, to take full accumulated vacation, the amount not taken shall accumulate for use in the next fiscal year. In no case, however, may an employee accrue more than thirty days vacation leave, unless specifically approved by the Superintendent-President or designee.

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

10. 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 has not earned the vacation that has been used. Mandated vacation used but unearned will be deducted from vacation days that will be earned in the future.
B. **Sick Leave**

1. Employees employed forty hours/week shall be entitled to eight hours of sick leave per month of service during the fiscal year. Employees employed less than forty hours/week shall be entitled to sick leave in proportion as the number of hours per week worked is to 40. 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 which 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 days or the proportionate amount to which they may be entitled under this policy, until the first day of the calendar month after completion of six complete months of active service with the District.

3. A new employee must start work on or before the fifteenth of the leave month in order for that month to be counted in computing sick leave.

4. 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 PERS rules and regulations.

5. Sick leave may be used for visits to medical doctors, dentists, podiatrists, optometrists, physical therapists, acupuncturists, chiropractors, chiropractors, psychologists, psychiatrists, Christian Science practitioners, and pastors. Such leave shall be reasonably scheduled so as to interfere as little as possible with operations of the District and shall be of reasonable duration.

6. 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.

7. Employees 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 employee is required to report for duty but cannot do so because of illness or injury.
8. When an employee terminates employment with the District, days or hours of sick leave used in excess of those to which he/she is entitled shall be deducted from final salary payment.

9. Employees must notify their immediate supervisor in advance of any scheduled absence due to medical or dental appointments provided in subsection 5.

10. Accumulated sick leave may not be taken as vacation.

11. Only that period of illness immediately prior to the death of any employee is claimable as sick leave benefit by the estate.

12. Each employee shall once a year be credited with a total of 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 day benefit commences running on the 13th day of absence and runs concurrently with the use of other full-time pay leave. Each day of the sick leave, provided herein, shall be compensated at the rate of fifty percent (50%) of the employee’s regular salary.

13. In order to protect against wrongful use of sick leave or to determine whether an employee is capable of performing his/her duties without risking his/her health, whenever the Superintendent-President or his/her designee reasonably suspects wrongful use of sick leave or inability of an employee to perform his/her duties without risking the employee’s health, the Superintendent-President or his/her designee may require an employee to provide verification of the need for and/or use of sick leave, including a certification from the employee’s physician that the employee was examined on or before the day of absence and found to be ill or injured to such a degree that the employee should not work on the day of absence. The District may also require an employee to be examined by a licensed health care professional retained by the District in order to verify the need for and/or use of sick leave or the employee’s fitness to return to duty.

14. A permanent employee who has exhausted all entitlement to sick leave, vacation, compensatory time off, overtime, and all other available paid leave and is absent because of a non-industrial injury or illness, may submit a written request to the Director of Human Resources and Staff Diversity to be placed on extended sick leave without pay for a period not to exceed six months. At
the end of the six month period the employee may request a six
month extension. If the request is granted, the employee may
retain health and insurance benefits provided the employee pays to
the District the full premium. This discretionary benefit shall
comply with the provisions of Education Code §88195.

C. PAID HOLIDAYS

1. The following will be paid holidays for supervisory employees:
   Independence Day
   Labor Day
   Veteran’s Day
   Thanksgiving Day
   Admission Day (in lieu)
   **Christmas Day
   **New Years Day
   Martin Luther King Jr. Day
   Lincoln’s Birthday
   Washington’s Birthday
   Memorial Day

   **The scheduling of the dates of these floating holidays will be
   announced on a year-by-year basis.

   In addition, two undesignated paid holidays will occur each year. The
   particular day of observance of each of these holidays will be
   designated by the District.

2. Should a holiday as enumerated above or any other day designated by
   the Governing Board as a public holiday occur while an employee is
   absent from work because of sick leave, vacation, or any other leave of
   absence, the holiday shall not be deducted from other paid leave of
   absence.

3. When a holiday falls on a non-work day for an employee working 40
   hours per week other than Monday through Friday and the holiday is
   one of those enumerated above, the employee is entitled to 8 hours off
   with pay; such hours are to be scheduled with approval of his/her
   supervisor within three months of the holiday.

4. An employee required by his/her supervisor to work on a holiday shall
   receive regular pay in addition to his/her regular day’s pay for work on
   the holiday. If the employee does work and is paid overtime for
   working on a holiday, he/she shall not receive an additional day off.
5. In order to be eligible for holiday pay, the employee must have fully complied with Education Code §88203.

D. Bereavement Leave

1. An employee may be granted, without loss of salary or other benefits, leave of absence not to exceed three working days, or five working days if travel in excess of 300 miles is required per occurrence, on account of death of any member of the employee’s immediate family.

2. “Member of the employee’s immediate family,” as used in this section means the mother, father, grandmother, grandfather, or grandchild of the member or of the member’s spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law, sister-in-law, step-father, step-mother, step-brother, step-sister, step-children, or any immediate relative living in the immediate household of the employee.

3. Additional leave may be requested under personal necessity leave.

E. Personal Necessity Leave

1. An employee may be granted a maximum seven working days leave of absence in any fiscal year without loss of pay, in cases of personal necessity, except as hereinafter stated. Such leaves shall be deducted from the employee’s accumulated sick leave.

2. Personal necessities include: 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.

F. Other Leave

Supervisory personnel shall receive two (2) additional days of leave over and beyond legal and floating holidays. These days of leave may be taken at any time with prior approval of the employee’s immediate supervisor.

G. Well Days

1. Supervisory employees earn well time as follows:
a. An employee, who uses less than two days of his/her sick leave earned January 1 and June 30, shall earn one day to be credited to the employee on July 1.

b. An employee, who uses less than two days of his/her sick leave earned July 1 and December 31, shall earn one day to be credited to the employee on January 1.

c. Well days/hours must be taken within twelve (12) months after the date it is credited. Well days/hours earned but not taken will be lost unless special permission is granted by the Superintendent/President or designee.

III. MILEAGE ALLOWANCE

Supervisory employees who use privately owned vehicles for official business with prior approval of their supervisor, shall be reimbursed for mileage at the current IRS rate per mile. Reimbursement shall be made pursuant to standard college mileage claim forms.

IV. PROFESSIONAL GROWTH

A. The policy of the District shall be to encourage continued and active participation on the part of supervisory employees in a program of professional growth activities designed to improve service to students, the District, and the personal 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 supervisory employees. The purpose of this program shall be:

1. To improve the standard of service of the supervisory 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 supervisory personnel.

B. The policy shall be interpreted and implemented as follows:

1. Professional growth credit shall be given for relevant college level unit course work. Credit may be obtained for non-collegiate course work, but in order to obtain such credit, the employee must obtain prior approval of the work and prior assignment of credit to
such work (assuming successful completion) from the immediate supervisor and the Director, Human Resources and Staff Diversity.

2. Professional growth credit will be provided for course work completed on the employee’s own time. Released time for on-the-job training to participate in study/course work, etc., shall not result in professional growth credit.

3. Professional growth credit shall be given only for that course work begun and completed subsequent to the effective date of the Agreement into which this proposal is incorporated.

4. All course work for professional growth shall be job-related or related to advancement to another supervisory or management job and subject to prior approval of the employee’s immediate supervisor and the Director, Human Resources and Staff Diversity. The burden of proof of job-professional growth credit rests with the employee.

5. 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 Director, Human Resources and Staff Diversity.
   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.

6. The District shall have the right to require appropriate course work as part of any professional growth program for an employee.

7. An employee shall have three 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 years.

8. Upon completion of nine units (within the three-year timeline commencing on the effective date of this document), the employee shall be eligible for the first step of the professional growth increment.

9. Upon completion of an additional nine units (within the three-year timeline), the employee shall be eligible for a second step of the professional growth increment. There is a maximum of two (2)
steps of professional growth increments available to each supervisory employee.

10. Professional growth increment shall be a flat rate of $50 per month per step. Any person receiving a professional growth increment at the rate of $25 as of July 1, 1990, shall continue to be paid $25, and shall not receive $50 for a professional growth increment unless and until an additional increment is earned after July 1, 1990.

V. **FITNESS PROGRAMS**

Supervisory employees who wish to attend fitness programs by enrolling in scheduled Hartnell College physical education classes may seek flexibility in work scheduling from the immediate supervisor. The Supervisor’s immediate manager may grant this flexible schedule only if the schedule does not interfere with the District’s business.

VI. **TECHNICAL VITALITY**

Supervisors will be allowed the opportunity to enhance their technical skills to maintain proficiency in their field of work through management approved training. The sole purpose would be to maintain and upgrade work skills. Such opportunities would include but not be limited to such training as Total Quality Management (TQM), ADA compliance workshops, computer skills workshops, etc.