



AGREEMENT

Merced Community College District

and

California School Employees
Association Chapter 274

July 1, 2007 through June 30, 2010

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ARTICLE 1

TERM OF AGREEMENT

The term of this agreement shall be until June 30, 2010. The District and CSEA may reopen the agreement for 2009-2010 on salary, fringe benefits and one additional article.

Any negotiable item that needs to be addressed outside of formal negotiations because it is not clarified by this contract may be brought forth for consideration by mutual consent of District and CSEA. The matter will not be considered if either party does not wish to bring the issue forward.

ARTICLE 2

RECOGNITION

The District recognizes CSEA as the sole and exclusive representative of those members of the bargaining unit enumerated in the certification by Educational Employment Relations Board (currently Public Employment Relations Board) as per Exhibit A. All newly-created positions, except those that are lawfully Certificated, Management, Supervisors or Confidential shall be assigned to the bargaining unit. (Government Code 3543-3545)

ARTICLE 3

SEVERABILITY

Savings Clause: If, during the life of this Agreement, any law or any order issued by a court or other tribunal of Competent Jurisdiction other than the District, shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be inoperative so long as such law or order shall remain in effect, but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. In the event of suspension or invalidation of any Article or Section of this Agreement, the parties mutually agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 4

SUPPORT OF AGREEMENT

During the term of this Agreement, the District agrees not to negotiate with any other organization on matters upon which CSEA is the exclusive officially designated representative and which is within its scope of representation. CSEA agrees to negotiate only with the representatives officially designated by the District to act on its behalf, and the District agrees to negotiate only with the representatives officially designated by CSEA to act on its behalf. CSEA agrees that neither CSEA, its officers, agents or individual members will attempt to negotiate privately or individually with the Board, any individual Board member, or any person not officially designated by the Board as its representative. Correspondence from the District to the Chapter President or Chief Negotiator or Field Representative of Chapter 274 of CSEA will constitute official communication to the bargaining unit.

ARTICLE 5

EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District.

Nothing contained in this Agreement shall be interpreted 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.

ARTICLE 6

WAIVER CLAUSE

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

All federal and state laws or rules mandatorily affecting classified employees and not included in this contract, will have the same force and effect as those spelled out in full.

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

ARTICLE 7

DISTRICT/CSEA RELATIONS - CSEA RIGHTS

California School Employees Association Chapter 274 shall have the following rights:

1. CSEA shall have the right of access to bargaining unit members outside of their assigned duties, i.e. before and after work hours, at meal and break periods and at other times with the approval of the immediate supervisor.

CSEA officials or staff shall, with the permission of the superintendent or designee, have access to bargaining unit members at reasonable times by checking in with the superintendent or designee and informing him/her of the place and type of activity to be conducted.

The superintendent or designee can verify that such requested activities will not interfere with the school programs and/or duties of unit members and will not directly or indirectly interfere with the right of employees to refrain from listening to or speaking with a CSEA representative.

The CSEA president or his/her designee shall have release time to attend District board meetings.

2. CSEA may use bulletin boards designated for its use in appropriate places located on campus and at off-campus facilities. All items to be posted shall be officially authorized by

the CSEA executive board, and shall bear the date of posting and the date of approval. A copy shall be provided to the District superintendent-president. CSEA is limited to the use of one-fourth (1/4) of any one designated bulletin board at any one time.

3. CSEA communications placed in staff mailboxes shall bear the letterhead of CSEA and the date of distribution. Only those communications officially authorized by the CSEA executive board shall be placed in staff mailboxes. A copy of each communication shall be provided to the superintendent-president. CSEA shall be provided, without charge, a mailbox and shall be permitted reasonable use of the school mail system.
4. CSEA shall pay for its own supplies whenever the use of District equipment is approved for producing CSEA materials. CSEA shall pay a reasonable fee for such use. The fee shall be established by the College administration and shall be the same fee charged for all non-District materials. District requirements shall at all times have priority over those of CSEA.
5. Upon request through regular channels, CSEA will be granted use of facilities for meeting purposes without charge, depending upon availability of space.
6. CSEA will be provided materials and data that are available to the public.
7. Paid release time shall be granted for not more than two (2) employees who are CSEA chapter officials to attend necessary state CSEA committee meetings. Such release time will be limited to one (1) meeting per semester per representative. Travel and per diem are not the responsibility of the District.
8. Paid release time shall be granted for two (2) CSEA chapter delegates to attend the CSEA Annual Conference. Travel and per diem are not the responsibility of the District.
9. Members shall not be given time off work for meetings of CSEA unless approved by the superintendent-president.
10. District shall provide CSEA with one set of Board policies and Administrative Regulations and one set of Personnel Rules and Regulations. During the term of this Agreement, District will provide to CSEA any changes, additions, alterations, or deletions to each book.
11. District shall furnish CSEA with one (1) copy of the Board agenda "packet", excluding all confidential information or materials as defined by applicable law.
12. CSEA shall furnish annually, and update as required, a list of all officials and representatives authorized to act on CSEA's behalf. The list shall show name, title, campus location, and campus phone contact.
13. **Prohibition of Advisory Committees:** The District shall not form, or cause to be formed, any advisory committee on any recognized negotiable matter that includes bargaining unit employees without the consent of CSEA.
14. **Personnel Records:**
 - A. Each unit member shall have a right, upon written request, to review the contents of his/her own personnel file maintained in the District Office of Human Resources, as provided by state law.

- (1) A representative of the employee's choosing may accompany the employee in this review or may review the files without the presence of the unit member as long as the representative has written authorization from the employee to review the file.
 - (2) This review shall be made in the presence of the manager or his/her designee responsible for the safekeeping of this file.
 - (3) All ratings, reports or records which were obtained prior to the employment of the person involved, or were prepared by identifiable interview committee members before or after employment, shall not be included in the personnel file.
 - (4) This examination shall take place at a time when the unit member is not required to render service to the District and during the hours 8 a.m. - 12 noon and 1 - 4:30 p.m., Monday through Friday. When possible, arrangements for such examination should be made in advance.
- B. Information of a derogatory nature shall not be entered or filed until a unit employee is given notice, furnished a copy of the material, and given a period of five (5) working days to review, initial, and/or respond in writing. All such information shall include the name of the originator and the date entered.
- (1) The unit member's review of such materials may take place during the normal business hours of the District.
 - (2) The unit member shall have the right to answer in writing any complaints or other derogatory material filed and such answers shall be attached to the file copy of the document.
- C. The unit member shall have the right to place material in his or her file which relates to evaluation. The material shall be submitted to the Director of Human Resources, who shall place the material in the employee's file.
- D. Each unit member will inform the Office of Human Resources of any change in name, residence address or telephone number. A post office box number will not be substituted where there is an existing street address. Each employee shall have on record in the Office of Human Resources a telephone number where the person can be reached in an emergency. This number will be confidential unless otherwise directed.
15. **Job Descriptions and Class Specifications:** Upon initial employment and upon each change in classification thereafter, each classified employee shall be furnished with two (2) copies of his/her class specification and job description, plus salary data, assignment or work location, duty hours and the prescribed work week. The class specification and job description will state the duties required to be performed in each position. The salary data shall include the range and step placement, and the applicable rates of pay. One copy shall be retained by the employee and the other copy shall be signed and dated by the employee and returned to his/her supervisor.

ARTICLE 8

WORKING CONDITIONS

There are no verbal or written understandings or agreements, or past practices, which are binding on either the Merced Community College District or Chapter No. 274, CSEA, Merced College, other than the written agreements enumerated or referred to in this agreement. No further agreement shall be binding on either the Merced Community College District or Chapter No. 274, CSEA, Merced College, until it has been put in writing and signed by both the Merced Community College District and Chapter No. 274, CSEA, Merced College, and incorporated into this agreement.

Student Utilization: It is understood that the agreement reached between the District and CSEA on July 18, 1984 regarding the utilization of students is still in full force and effect and if violations are found in the hiring and utilization of students, CSEA reserves the right to proceed with appropriate action to resolve the violations, if any.

ARTICLE 9

SAFETY

District Compliance: The District shall conform to and comply with all health, safety and sanitation requirements imposed by State or Federal Law or regulations adopted under State or Federal Law.

No Discrimination: No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of the above paragraph.

Personal Safety Devices and Safeguards: Any articles of personal protection as required shall be provided by the District at no cost to the employee.

CSEA Responsibilities: CSEA recognizes the obligations of members of the bargaining unit to use the equipment and supplies provided and to follow the instructions issued for their use.

ARTICLE 10

JOB REPRESENTATIVES

Purpose: The District recognizes the need and affirms the right of CSEA to designate job representatives from among employees in the unit. It is agreed that CSEA in appointing such representatives does so for the purpose of promoting an effective relationship between the District and employees by helping to settle problems at the lowest level of supervision.

Selection of Job Representatives: CSEA reserves the right to designate job representatives. This number shall not exceed twelve (12). The District shall be notified of the job representatives, and what group each represents.

Release Time: The District agrees to grant release time to the CSEA president or his/her designated representative to perform services directly involved in the processing of grievances. The word "processing" is interpreted to mean investigation, preparation, presentation, and the presence of the designated official with the aggrieved employee during verbal discussion with management at any and all steps of the grievance procedure. The designated official shall not leave his/her work location for grievance processing purposes without prior approval of his/her supervisor.

Authority: Job representatives, with the approval of the CSEA executive board, have the authority to take action on behalf of the bargaining unit. Job representatives are entitled to seek and obtain assistance from CSEA field staff.

ARTICLE 11

DUES DEDUCTION

CSEA shall have the sole and exclusive right to have membership dues, initiation, and service fees deducted by the District for employees in the bargaining unit.

All classified employees hired after January 21, 1994, or current employees joining the Chapter after the date of ratification of this agreement, October 6, 1998 shall as a condition of employment become and remain members of the Chapter or, as an alternative, pay an annual service fee in an amount equal to that required. Any classified employee hired after ratification of this Agreement who fails to comply with the provisions of this article will be in violation of the Agreement as a condition of employment.

Those employees whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall still be required to pay the service fee which is equal to the proportionate share of CSEA expenditures that are necessary to support representational activities in dealing with the District on labor-management issues. As an alternative, the employee shall pay sums equal to such service fee to one of the non-religious/non-labor organizations or charitable funds as listed below:

The Merced College Foundation
The American Cancer Society
The Heart Association
The United Way

If such employee holds conscientious objections pursuant to this section and requests the employee organization to use the grievance procedure or arbitration procedure on the employee's behalf, the employee organization is authorized to charge the employee for the reasonable cost of using such procedure.

Proof of payment to one of the designated charitable funds and a written statement of objection, pursuant to the above, shall be made on an annual basis to the Chapter as a condition of continued exemption from the above stated provisions. The statement of objection shall not be subject to rejection by CSEA. Payments shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of service fee has been made. All information as listed above shall be presented on or before thirty (30) days from the date of commencement of assigned duties within the bargaining unit. Thereafter, payment shall be made within thirty (30) days of the beginning of the fiscal year.

The District will deduct from the pay of CSEA members and pay to CSEA the normal and regular monthly CSEA membership dues as voluntarily authorized, in writing, by the employee on an approved District form, subject to the following conditions:

1. Such deduction by the District of dues, service fees, or charitable contributions shall be made only upon the submission of a District-approved form, duly executed and authorized by the member.

2. The District shall not be obligated to put into effect any new or changed deduction unless the change is in the District payroll office prior to the tenth (10th) of the month.

CSEA 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 its collection and deduction of CSEA dues.

ARTICLE 12

SICK LEAVE

A regular employee employed five (5) days per week shall be granted one (1) day per month leave of absence for illness or injury for each month of service. An employee employed less than five (5) days per week shall be granted that proportion of one (1) day per month as the number of days per week he/she is employed bears to five (5).

A regular classified employee, employed five (5) days per week, who is employed for less than a full fiscal year, is entitled to the proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).

A classified employee employed less than five (5) days per week but twenty (20) hours or more per week, shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5).

When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

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

At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days or the proportionate amount to which he/she may be entitled, until the first day of the calendar month after completion of six (6) months of active service with the District.

Pregnancy shall be treated as an illness for the purposes of sick leave.

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

In order for employees to receive sick leave compensation, the procedures below will be followed:

The employee must notify the immediate supervisor or designee at the work location of his/her absence within the first hour of work of the first day of absence unless conditions make notification impossible.

The employee who has been absent five days or more and who has been notified that a substitute has been hired shall, at least one day prior to his/her expected return to work, notify his/her supervisor so that the employment of any substitute employee may be terminated. If the employee fails to notify his/her supervisor and both the employee and the substitute report, the substitute is entitled to the assignment, and the employee shall not receive pay for that day.

An employee absent for five working days or more may be required to present a physician's statement stating the nature of the illness or injury and the date the employee is able to return to work.

The District will require verification of all absences if there is reason to know or suspect abuse of the personal illness and injury leave by an employee. Any such request for verification shall be preceded by a written explanation and warning from the District that the employee will be required to provide such certificate prior to any further sick leave usage. Any such written warning shall remain in effect for twelve (12) months.

Employees who take time off during the work day for medical or dental appointments shall either utilize sick leave, or other leave with their supervisor's approval, for this purpose, or, with the agreement of the supervisor, be allowed the alternative of making up the time in advance, on the same day, or subsequent to the absence.

Integration of Extended Sick Leave and Disability Insurance.

As authorized by Education Code section 88196, the District has adopted and maintains a rule which provides that each regular classified employee shall be credited once a year with a total of 100 working days of paid sick leave, including the days to which he or she is entitled under Article 12 of this Agreement. Once the days of the fully paid sick leave are exhausted, the balance of the 100 working days shall be compensated at 50% of the employee's regular salary and shall be referred to herein as "extended sick leave."

In accordance with Education Code section 88196.5, if an employee is absent from work on account of illness or accident, and receives disability benefits under a District provided insurance policy in an amount of equal to at least 50% of their regular salary, then each day for which such disability benefits are paid shall be deducted from the employee's bank of extended sick leave days until such leave entitlement is exhausted.

This provision is not intended to justify or authorize a unilateral reduction in district paid insurance benefits should such benefits be in excess of 50% pay.

ARTICLE 13

INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

Under the Workers' Compensation Laws of this state, employees shall be entitled to the following benefits:

1. An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
2. Payment of wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation Laws of this state, exceed the normal wage for the day. Industrial accident leave will commence on the first day of absence. Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.
3. The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave may then be used. If, however, an employee is receiving payments

under Workers' Compensation Laws at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her available sick leave and vacation leave which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.

4. When an employee on industrial accident or illness leave is able to return to work, provided the employee still meets the requirements of the position, he/she shall be reinstated in that position without loss of pay or unused benefits.

No absence under any paid leave provision of this article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this agreement shall continue to accrue under such absence excluding paragraph 4 above, and during probationary periods.

ARTICLE 14

PERSONAL NECESSITY LEAVE

A maximum of six (6) days of absence for illness or injury leave earned pursuant to the Sick Leave provisions of this agreement may be used by the employee at his/her election, in cases of personal necessity, including any of the following:

- a. **Death of a member of the employee's immediate family** when additional leave is required beyond that provided in the bereavement leave provisions of this agreement.
- b. **Accident involving the employee's person or property**, or the person or property of a member of the immediate family.
- c. **Appearance in court** when an employee is required to appear as a litigant party or witness under subpoena or any order made with jurisdiction except when appearing as a paid expert witness.
- d. **Personal emergencies other than mentioned above**. When the employee's need for absence is based upon immediate and/or unavoidable personal circumstances, use of personal necessity absence shall be permissible, subject to approval of the immediate supervisor/manager or administrator.

Upon return from a personal necessity leave, bargaining unit members shall be required to complete absence verification forms provided by the District and to submit such verification as may be required.

ARTICLE 15

BEREAVEMENT LEAVE

The District agrees to grant necessary leave of absence with pay at the employee's regular rate for a period not to exceed three (3) days, or five (5) days if out of state or 300 or more miles of travel are required, at the time of the death of any member of the immediate family of a member of the bargaining unit or his/her spouse. Members of the immediate family shall mean the mother, father, stepmother, stepfather, grandmother, grandfather, grandchild, spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister; or any relative of either spouse living in the immediate household of the employee.

Members of the bargaining unit may request permission of their immediate supervisor to be absent without pay on account of the death of any relative not designated as immediate family.

Members of the bargaining unit shall be required to contact their immediate supervisor prior to the start of their regular work shift to request bereavement leave. Failure to do so may result in ineligibility for paid leave and may be considered to be an unauthorized absence.

Upon return from bereavement leave, members of the bargaining unit shall be required to complete a leave verification form provided by the District and provide such proof of eligibility for bereavement leave benefits as may be required by the District.

ARTICLE 16

JURY DUTY

An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee the difference, if any, between the amount received for jury duty and the employee's regular rate of pay. This requires the employee to sign over jury duty payments to the District. Any meal, mileage and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Any day during which any employee in the bargaining unit whose regular assigned shift commences at 4:00 p.m. or after and who actually serves on a jury shall be relieved from work with pay.

ARTICLE 17

MILITARY LEAVE

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

ARTICLE 18

GENERAL LEAVE

A permanent employee who has used all vacation time to which he/she is entitled, and who requests to be absent from work because of personal reasons, may be granted a personal leave if approved by his supervisor, without pay, for a period of time not to exceed one week. A personal leave of more than one week may be extended upon approval of the Board up to one full year of total leave time.

The employee must submit the appropriate form to his/her supervisor which states specific reasons for the personal leave.

ARTICLE 19

CHILD-REARING LEAVE

An employee who is the natural or adoptive parent of a child shall be entitled to an unpaid leave of absence for the purpose of rearing his/her child. Such leave shall be for a maximum period of three (3) months and shall be granted upon giving the District four (4) weeks' notice prior to the anticipated date on which the leave is to commence.

ARTICLE 20

RETRAINING AND STUDY LEAVE

The District may grant a leave of absence to a member of the bargaining unit for study or retraining.

- a. A study or retraining leave may be granted for a period not to exceed one (1) year. Study or retraining leave of absence may also be taken in separate six (6)-month periods or in any other appropriate periods rather than a continuous one (1)-year period, provided the separate periods of leave of absence shall be commenced and completed within a three (3)-year period. Any period of service by the individual intervening between the authorized separate periods shall comprise a part of the service required for a subsequent leave of absence for study or retraining purposes.
- b. To be eligible for a study leave, the employee must have seven (7) consecutive years of full-time paid service in the District. To be eligible for a retraining leave, the employee must have three (3) consecutive years of full-time service in the District. To be eligible for a study or retraining leave, the employee must agree to render at least two (2) years additional service in the employ of the District.
- c. To apply for a study or retraining leave, the employee must submit a total study or retraining plan, including name of educational or training institutions, proof of acceptance into the program, detailed description of the program, detailed description of the skills, knowledge and abilities the employee will gain during the leave, a statement of the direct use of the skills, knowledge and abilities in future service to the District, a suggested leave time-line, the number of hours of required attendance in the program. The application must be submitted to the president/superintendent not later than three (3) months prior to the proposed beginning date of the leave.
- d. No more than three (3) of the regularly employed full-time classified employees may be on retraining or study leave at any one time. No more than one study leave of absence shall be granted in each seven (7)-year period. No more than one retraining leave of absence shall be granted in each three (3)-year period.
- e. An employee on a District-approved study or retraining leave shall receive the difference between the salary of the employee on leave and the salary of a substitute employee in the position previously held by the employee on leave. If a substitute is not utilized, the employee on leave shall receive one-half of the employee's regular rate of pay. The compensation approved by the District will be paid to the employee on leave in the same manner as if the employee were in working status.
- f. Any leave of absence granted under this policy shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing service to the granting of any subsequent leave under this type of leave, nor shall employee earn vacation pay, sick leave, holiday pay, or other benefits provided under this agreement.
- g. Employees granted a study or retraining leave shall be required to perform such services during the leave as the District and the employee agree to in writing.
- h. The Board may terminate a study or retraining leave employee and recover any or all compensation granted to the leave employee if the employee fails to comply with the provisions of this agreement related to such leaves or any reasonable requests made by the District.

ARTICLE 21

PROFESSIONAL DEVELOPMENT

Enrollment In College Courses: On either a reduced pay or an adjusted work schedule basis, a member may request permission to take a college course during his/her regularly scheduled work day. Approval of such a request shall be contingent upon the following conditions:

1. The course will improve the member's service to the District.
2. Additional funds will not be required.
3. The work load in a particular area will not be adversely affected.
4. The maximum number of adjusted work hours per week which may be allowed is five (5), except that when a single class requires more than five (5) hours, a maximum of ten (10) hours may be requested.
5. The amount of reduced pay shall be proportionate to the time taken from the regular work week.
6. Approval of the request must be received from the immediate supervisor and the superintendent/president.

The above shall not prevent employees from requesting to take courses at the college during work time with no loss of pay or readjustment of schedule. The district shall have the sole discretion to approve or deny such requests based on District needs.

Professional Improvement Plan: The professional improvement days will be provided to permanent employees in the following manner:

Years of Service	Number of Days
6 to 10 years	2 days of professional improvement days to be taken within this five year period.
11 to 15 years	2 days of professional improvement days to be taken within this five year period.
16+ years	2 days of professional improvement days allowed per year.

Professional Improvement/Development days are available to provide permanent classified employees with the opportunity to participate in professional development/improvement seminars, workshops, meetings, and related activities to enhance their skill, proficiency, and expertise in their current professional endeavor. It will be the responsibility of the employee to pay any and all fees and expenses associated with the activity. The employee will, however, be encouraged to apply for Classified Staff Development funds or other appropriate funding sources to pay for the activity.

Use of the Professional Improvement days shall be scheduled at times requested by the bargaining unit employee insofar as possible within the District's work requirements. All Professional Improvement day(s) will be by mutual agreement with the employee's immediate supervisor. The employee may

request a written explanation for the denial of use of Professional Improvement days. Denial of a request is grievable under Article 26, Grievance Procedures.

Request for use of these days shall be submitted on a **Professional Improvement/Development Application**, available in the Office of Human Resources, at least 30 days prior to the proposed activity. Included on the application will be a description of the proposed activity, date of activity, relationship of activity to the employee's current job position, and signature of the employee.

The request will be reviewed by the employee's immediate supervisor. Any denial shall be made within five (5) working days of submission of the request form.

ARTICLE 22

HOLIDAY SCHEDULE

The District agrees to provide all employees in the bargaining unit with the following paid holidays:

New Year's Day	Labor Day
King's Day	Admission Day (Good Friday in lieu of)
Lincoln's Day	Veteran's Day
Washington's Day	Thanksgiving Day and following Friday
Memorial Day	Christmas Day
Independence Day	

In addition to the above, all employees will receive four (4) consecutive working days of holiday designated by the Board of Trustees during the period of time when classes are not in session at the end of the calendar year.

Bargaining unit members are entitled to Board-granted days off or those designated by the Governor of California or President of the United States. These days will be with pay, providing the holiday falls during the employee's work year and the employee is on paid status during any portion of the working day immediately before or after the holiday. If a bargaining unit employee is required by his/her supervisor to work on a holiday or Board-granted day off, he/she will receive time and a half, in addition to his regular pay.

An employee who is paid overtime for working on a holiday or Board-granted day off will not receive an additional day off.

Whenever Friday or Monday is observed by the District as a holiday because the actual holiday falls on Saturday or Sunday, an employee whose normal work week includes working on Saturday or Sunday may elect to receive either the holiday or the in-lieu-of day as his observance day. When an employee is requested to work both a holiday and an in-lieu-of day, he will be paid the overtime rate for only one day.

Should a holiday or Board-granted day off occur while an employee is absent from work because of sick leave, vacation or other paid leave of absence, the holiday shall not be deducted from his other paid leaves of absence.

ARTICLE 23

EMPLOYEE EVALUATIONS

Each immediate supervisor under whom regular classified employees serve shall evaluate the employee by means of a performance evaluation.

Immediate supervisor: Both the District and CSEA agree to delegate the research and development of contract language to a subcommittee of the two negotiating teams. The subcommittee will meet in Spring 2000 by mutual agreement.

1. The following schedule shall be followed for the completion of the performance evaluation:
 - a. For regular probationary employees: at the end of the second and fifth months of service.
 - b. For all regular permanent employees: once per year for four (4) years after becoming permanent; once every three (3) years after the 4th year of service.
2. The following procedure should be adhered to in regard to performance evaluation reports:
 - a. The performance evaluation reports shall be completed by the employee's immediate supervisor.
 - b. All regular permanent employees' immediate supervisors must have supervised the regular permanent employee for not less than 100 days.
 - c. The reports shall be completed on forms prescribed by the District.
 - d. Whenever an employee is evaluated by his/her immediate supervisor, he/she will discuss the evaluation with his/her immediate supervisor and sign it. A copy shall be forwarded to the Human Resources officer for inclusion in the employee's permanent file and the employee shall receive a signed copy for his/her personal file.
 - e. **Review:** A regular employee who has reason to question some aspect of his/her performance rating may request that the appropriate administrator review the rating with the employee. Should either the appropriate administrator or the employee feel that further review is desirable, the District superintendent may be requested to review the rating.
 - f. When a classified employee of the District assumes the duties and responsibilities of a higher classification on a temporary basis for a least one (1) month, one or more performance evaluations may be completed for that period of time and will be retained in his/her personnel file.
 - g. No evaluation shall be made based upon hearsay statements but shall only be based upon the direct observation and knowledge of the evaluator. Any negative evaluation shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to respond in writing within ten (10) days to any derogatory evaluation and this shall be included in the employee's file.

ARTICLE 24

TRANSFERS AND VACANCIES

Definitions: A transfer is a change to a different job site in the same class or a lower class in the same general classification area (e.g., accounting, cafeteria, clerical, maintenance, operations, or student services). A vacancy is an unfilled position for which there is not an approved transfer.

Criteria for Transfer: The following criteria shall be used in consideration of unit member transfer requests:

- (1) The needs and efficient operation of the District.
- (2) The contribution the unit member can make in the new position.
- (3) The qualifications, including experience and recent training of the unit member, compared to those of other candidates, for both the position to be filled and the position to be vacated.
- (4) The length and quality of the service rendered to the District by the unit member. Past evaluations will be considered.
- (5) The recommendation of the immediate supervisor to whom the unit member is currently responsible and the immediate supervisor where the vacancy exists.
- (6) The preference of the unit member.
- (7) The affirmative action goals of the District.

Transfer Requests: Members of the bargaining unit may at any time, prior to determination of a job opening, submit to the Office of Human Resources a written request for change of position. Such requests shall include the class title requested, the number of hours the employee desires, the specific work location desired and the maximum number of months the employee is willing to work. The Office of Human Resources will notify employees, who have a request on file, of vacancies in the bargaining unit and will refer to the hiring authority the names of the bargaining unit members who meet the criteria for the vacant bargaining unit positions, along with names from the reemployment list. Consideration will be given to all transfer requestors who meet the established qualifications for the vacancy. Probationary employees of the District are not eligible to be considered for voluntary transfers. Transfer requests are only valid for a period of one year from the time that they are received in the Office of Human Resources. Nothing in this provision would prevent new requests from being filed in the event the previous request is more than one year old. Failure to be granted a transfer request shall not prevent an employee from applying for a vacated position as an in-house candidate.

Transfer Rights of Permanent Employees: In the event that a current permanent employee changes position under the terms of this article and it is subsequently determined (or the employee requests) within the probationary period not to continue in the newly acquired position but rather return to the previous position, permission to return shall be granted if the previous position has not yet been offered to someone else. If, then, no position in the previous classification is open and the employee does not continue in the newly acquired position, the employee will be placed on a rehire list. The employee's right to return to the previous classification remains and the employee may return whenever a subsequent vacancy exists (commensurate with other rehiring or reinstatement provisions of this agreement). Such reemployment will take preference over all other applicants except for those laid off for lack of work or funds, in which case he/she shall be ranked according to proper seniority. The transfer shall take place no later than twenty (20) workdays after the determination of transfer is made.

Medical Transfers: The District shall give alternate work when it is available to an employee who has become medically unable to satisfactorily perform his/her regular job class duties. The alternate work may constitute promotion, demotion, or lateral transfer to a related class. Voluntary transfers shall be made by mutual agreement between the District and the employee.

Mileage Compensation During Temporary Assignments: Any member of the bargaining unit assigned to a new work site on a temporary basis shall be entitled to mileage reimbursement upon submission of

proper verification and forms to the immediate supervisor. Any mileage compensation shall be at the reimbursement rate established by the District. Reimbursable mileage shall be limited to any increase in mileage resulting from the difference between the employee's home and regular work site and the employee's home and temporary work site.

Management Right: Determination of transfers or opening of any position for outside recruitment is at the sole discretion of the management of the District, as are all applicable procedures. Denial of a requested transfer or the hiring of a District employee for a vacancy is not grievable under Article 26, Grievance Procedure, of this agreement, but the employee may request a written explanation of the denial.

Vacancies: After transfer requests are considered, all regular bargaining unit vacancies (excluding hourly and short-term) will be posted for a minimum of five work days while seeking outside applicants. Outside candidates will not be sought when it is the intent of the District to increase the hours of a position by extending the hours of an employee who works less than a forty-hour week or a twelve-month year. All in-house candidates who meet the employment standards listed on the class specifications for the vacant position will be placed in the final screening group of all candidates and will be afforded an interview. Current and former employees who are or were in good standing shall be given consideration for the knowledge and experience gained in the course of their employment at Merced College; however, it will be the discretion of the District to hire either an in-house employee, a former employee, or an outside applicant.

ARTICLE 25

MANAGEMENT RIGHTS

There are no provisions in this Agreement that shall be deemed to limit or curtail the Board of Trustees in any way in the exercise of the rights, powers and authority which the Board of Trustees had prior to the effective date of this contract, unless, and only, to the extent that provision of this Agreement specifically limit or curtail such rights, powers and authorities.

CSEA recognizes and agrees that the Board of Trustees' rights, powers and authority include, but are not limited to, the right to manage its operation; direct, select, decrease and increase the work force, including but not limited to hiring, promotion, demotion, transfer, suspension, lay-off or discharge; to maintain discipline and efficiency of employees, to prescribe rules to that effect, to establish and change standards, to determine the qualifications of employees and to evaluate their effectiveness; the right to make plans and decisions on matters involving its operations; to determine solely the extent to which the facilities of any department thereof shall be operated, additions thereto, removal of equipment, outside purchase of products or services, the scheduling of operations, the means and processes of operations, the materials to be used, and the right to introduce new, or improved, methods and facilities, and to change or alter any existing methods and facilities, to regulate equality of services and to otherwise take any actions to run the entire operation efficiently.

CSEA therefore agrees that it and the employees it represents will wholeheartedly cooperate with the Board of Trustees to assure that each employee performs in accordance with all the terms, conditions and provisions herein.

It is mutually understood and agreed that the Board of Trustees may contract out work covered under this agreement provided that such contracting out of work will not cause a lay-off of employees covered under this agreement.

ARTICLE 26

GRIEVANCE PROCEDURE

The purpose of this article is to provide an orderly procedure for reviewing and resolving grievances promptly at the lowest possible management level.

Definitions:

- a. "Grievance" is an alleged direct violation or misapplication of a specific article or section of this Agreement.
- b. A "grievant" may be any member or members of the bargaining unit covered by the terms of this Agreement.
- c. A "day" (for the purposes of this grievance policy) is any day on which the District office is open for business.
- d. The "immediate supervisor" is the first individual having immediate jurisdiction over the grievant, and not within the same bargaining unit as the grievant.

Time Limits: The bargaining unit members who fail to comply with the established time limits at any step will forfeit all rights to the further application of the grievance procedure for the alleged violations of this Agreement. Each party agrees to make every effort to complete action on grievances within the time limits of this procedure; however, with the written consent of all parties, the time limitation for any step may be extended.

Presentation: An employee may present a grievance during regular work hours. An individual processing a grievance shall follow the procedures of this section, and the adjustment must be consistent with the terms of this Agreement. After the informal discussion stage the employee shall have the right to the presence of a CSEA representative at all steps, at all conferences, and during any and all discussions and/or proceedings concerned with processing or adjusting the grievance.

Grievance Processing During Contract Transition: An alleged grievance not resolved prior to the termination of this Agreement shall be processed under the terms of this Agreement.

Grievance Initiation Limit: Any alleged grievance occurring more than ten (10) work days prior to the informal discussion phase of the grievance procedure with the immediate supervisor shall not be processed by the District.

Grievance Procedure:

a. Step 1, Informal Discussion

Within ten (10) work days of the alleged occurrence of a grievable event, the employee shall discuss the matter orally with his/her immediate supervisor.

Within five (5) work days following the oral discussion, the immediate supervisor shall orally give the employee his/her response.

b. Step 2, Formal

If the alleged grievance is not resolved to the satisfaction of the grievant in Step 1, a formal grievance, in writing, may be submitted to the employee's immediate supervisor within five (5) work days from the informal response. The statement must be complete, including but not limited to full employee name, all facts giving rise to the grievance, the date of occurrence, the date of informal discussion, the date of oral response, and shall state and identify the appropriate reference of all provisions and sections of this Agreement alleged to be violated. The employee shall indicate the specific relief or action requested.

Within five (5) work days after receiving the formal grievance, the immediate supervisor shall answer in writing to the grievant.

c. Step 3, Formal

If the grievance is not resolved to the satisfaction of the grievant in Step 2, the grievant may, within five (5) work days of receipt of the immediate supervisor's answer, submit to the manager in charge the statement of grievance signed at Step 2 indicating the request for appeal. The manager in charge, or his designated representative, shall give the grievant an answer in writing not later than five (5) work days after receipt of the appeal.

d. Step 4, Formal

If the grievant is not satisfied with the decision rendered in Step 3, he/she may appeal the decision within five (5) work days from the date of receipt of the answer in Step 3, to the superintendent-president.

Within five (5) work days after receipt of the appeal, the superintendent-president or his designated representative shall give an answer, in writing, to the grievant.

e. Step 5, Formal

If the grievance is not satisfactorily adjusted at Step 4, the grievant may appeal in writing to the Board of Trustees within five (5) work days of the receipt of the response from Step 4. At the grievant's request the Board will schedule an executive session or public hearing at the next regularly scheduled public meeting. Within five (5) work days after this meeting, the Board of Trustees will communicate to the grievant, in writing, its decision on the grievance. The decision of the Board will be final.

Grievance Witnesses: The District shall make available for testimony in connection with the grievance presentation any District employees who have direct knowledge of the incident in question, and who are requested to appear by the grievant. An employee requested to appear as a witness in conjunction with this article shall suffer no loss of pay.

ARTICLE 27

VACATION PLAN

Eligibility: All employees in the bargaining unit shall earn paid vacation time under this article. Vacation benefits are earned on a fiscal year basis - July 1 through June 30.

A probationary employee new to the District shall accumulate vacation at the specified rate but shall not be eligible to take vacation until becoming a permanent employee.

Accumulation: From the first month through the fifth year of service, vacation time shall be earned and accumulated at the rate of one (1) day vacation for each month of service, not to exceed twelve (12) days per year. Vacation will be prorated at one-half ($\frac{1}{2}$) day per month for the first fifteen (15) calendar days of the month and at one (1) day per month if the employee works for more than fifteen (15) calendar days during the month.

1. Commencing with the sixth year through the tenth year of service, vacation shall be earned and accumulated at the rate of 1.25 days vacation for each month of service, not to exceed fifteen (15) days per year. Vacation will be prorated at .625 days per month for the first fifteen (15) calendar days of the month and at 1.25 days per month if the employee works for more than fifteen (15) calendar days during the month.
2. Commencing with the eleventh year of service, vacation shall be earned and accumulated at the rate of 1.5 days for each month of service, not to exceed eighteen (18) days per year. Vacation will be prorated at .75 days per month for the first fifteen (15) calendar days of the month and at 1.5 days per month if the employee works for more than fifteen (15) calendar days during the month.
3. Commencing with the sixteenth year of service, vacation shall be earned and accumulated at the rate of 1.583 days for each month of service, not to exceed nineteen (19) days per year. Vacation will be prorated at .7915 days per month for the first fifteen (15) calendar days of the month and at 1.583 days per month if the employee works for more than fifteen (15) calendar days during the month.
4. Commencing with the twenty-first year of service, vacation shall be earned and accumulated at the rate of 1.666 days for each month of service, not to exceed twenty (20) days per year. Vacation will be prorated at .833 days per month for the first fifteen (15) days of the month and at 1.666 days per month if the employee works for more than fifteen (15) calendar days during the month.
5. Commencing with the twenty-sixth year of service, vacation shall be earned and accumulated at the rate of 1.75 days for each month of service, not to exceed twenty-one (21) days per year. Vacation will be prorated at .875 days per month for the first fifteen (15) calendar days of the month and at 1.75 days per month if the employee works for more than fifteen (15) calendar days during the month.
6. Commencing with the thirty-first year of service, vacation shall be earned and accumulated at the rate of 1.833 days for each month of service, not to exceed twenty-two (22) days per year. Vacation will be prorated at .9165 days per month for the first fifteen (15) calendar days of the month and at 1.833 days per month if the employee works for more than fifteen (15) calendar days during the month.
7. Commencing with the thirty-sixth year of service, vacation shall be earned and accumulated at the rate of 1.916 days for each month of service, not to exceed twenty-three (23) days per year. Vacation will be prorated at .958 days per month for the first fifteen (15) calendar days of the month and at 1.916 days per month if the employee works for more than fifteen (15) calendar days during the month.

Vacation Pay: Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been on a working status.

Vacation Pay Upon Termination: On termination from service, the employee shall be entitled to lump sum compensation for all earned and unused vacation, except that employees who have not completed six (6) months of employment on regular or restricted status shall not be entitled to such compensation.

Vacation Postponement: If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with the vacation schedule available at that time, or may request that his/her vacation carry over to the following year.

If the District does not, in writing, permit a bargaining unit employee to take all or any part of his/her annual vacation, the amount not taken that exceeds the maximum allowed in vacation carryover shall be paid for in cash.

Vacation Carry-Over: Any employee in the bargaining unit who has been employed for more than one (1) year may elect to carry over a number of days not to exceed the number of days which could be accumulated in a two (2)-year period.

Holidays: When a holiday, as defined in this agreement, occurs during the scheduled vacation of a bargaining unit employee, the employee will receive pay at the regular rate of pay for the holiday and shall not be charged a vacation day for absence on the holiday.

Vacation Scheduling: Vacations shall be scheduled at times requested by bargaining unit employees insofar as possible within the District's work requirements. All vacation periods will be subject to the approval of the employee's immediate supervisor. Denial of a vacation request is grievable under Article 26, Grievance Procedure. The employee is entitled to a written explanation for the denial irrespective of the employee's option to grieve.

If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest hire date seniority shall be given his/her preference.

Upon receipt of a written vacation request, the employee's supervisor shall notify the employee within a ten (10)-day work period with regard to the approval or disapproval of the request. Should a supervisor responsible for approving vacation be absent, the Superintendent or his designee shall approve or disapprove the request.

Interruption of Vacation: The District may allow permanent classified members of the bargaining unit to interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service, provided the employee supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination.

ARTICLE 28

HOURS AND OVERTIME

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

Work Week: The classified employee's normal work week shall consist of five (5) consecutive days, not to exceed eight (8) hours per day in accordance with the Education Code, Section 88026.

1. This article shall not restrict the extension of a regular work day or work week on an overtime basis.

2. The District has the right to change to a ten (10)-hour work day, forty (40)-hour work week in four (4) consecutive days with the majority vote of the Bargaining Unit employees as per Education Code 88031. Adjustments to the contract will be negotiated in the event both parties agree to a year-round four (4)-day work week.

Work Day: The length of any bargaining unit employee work day shall be established by the District in compliance with the law for each employee relative to the needs of the District.

Where the District has determined a need for change in the employees' work hours, the change may be implemented by mutual agreement.

If the District and employee do not reach a mutual agreement on work hour changes, the following steps shall be taken:

- A. District will provide a 60 day notice.
- B. District will notify CSEA President or in his/her absence the Chief Negotiator or in his/her absence the CSEA Field Representative when the change in hours are made. The District will consult with CSEA President if so requested.
- C. The District will make no further change in the work hours for a period of 12 months from date of initial change.

Adjustment of Assigned Time: Any employee in the bargaining unit who works an average of thirty (30) minutes or more per day in excess of his/her regular assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, not to exceed eight (8) hours, effective with the next pay period.

Alternative Work Schedules: Pursuant to Education Code 88040, the District and CSEA agree that alternative work schedules may be implemented under the following conditions:

1. The director of the department will request the alternative work schedule in writing through his/her Vice President. Directors may make such request to convert to alternate work schedules, add individuals/positions from the alternate work schedule or delete individuals/positions from the alternate work schedule once each academic year.
2. The request shall name all positions and individuals affected. The request shall specify the hours for each position.
3. The Vice President or Human Resources Director shall meet with CSEA to discuss the request. CSEA will respond within fifteen (15) working days or the proposal will be considered approved.
4. Both parties, should they agree to the request, understand that the overtime rate for these positions shall be paid for all hours worked in excess of the required work day or a work week of forty (40) hours.
5. By entering into agreement the parties acknowledge that this agreement effectively amends the work day, work week and overtime provisions of Article 28 of the collective bargaining agreement for the designated positions.
6. After six months from the beginning date, either party may, with 90 days notice, elect to void the agreement.

7. Alternate work schedules will be implemented in such a manner that service to students and/or public will not be reduced.
8. By mutual agreement between MCCD and CSEA, in the event unforeseen conditions develop, the alternate work schedule may be adjusted.

Lunch Period, Rest Periods: The District shall establish an unpaid uninterrupted lunch period of not less than one-half (½) hour for each bargaining unit employee working five (5) or more consecutive hours per day. The District shall provide one paid 15-minute rest period for each bargaining unit employee for each four (4)-hour consecutive period worked at a time approved by the immediate supervisor but not during the first or last hour of the work day. Dinner periods and rest periods for evening and early morning shift employees shall be established whenever possible within the regulations for day shift employees.

Rest Facilities: The District shall make available lunchroom and restroom facilities for employee use.

Voting Time Off: In cases of emergency as described by a bargaining unit employee to his/her immediate supervisor, the supervisor may grant an employee time off with pay for the purpose of voting in municipal, state or federal elections.

Overtime: Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee for all work permitted. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time, except as provided in this article.

All hours worked beyond the work week of five (5) consecutive days or forty (40) hours shall be compensated at the overtime rate or compensatory time off shall be given at the same rate. Up to 24 hours of compensatory time off (16 hours of overtime work) may be accumulated upon approval of the immediate supervisor. Accumulated compensatory time in excess of 24 hours must be approved by the superintendent-president. The District has the option of converting unused compensatory time to cash or vacation time within the twelve (12)-month period following the month in which the overtime was worked.

All hours worked on a paid holiday designated by this agreement shall be compensated at one and one-half (1½) times the regular rate of pay or compensatory time off at the same rate.

Shift Differential Compensation/Split Shift: Any employee in the bargaining unit with 75% or more of his/her assigned work shift between 3:00 p.m. and 12:00 midnight shall be paid a shift differential of 4% above the regular rate of pay for all hours worked.

Any employee in the bargaining unit with 75% or more of his/her assigned work shift between 11:00 p.m. and 8:00 a.m. shall be paid a shift differential of 6% above the regular rate of pay for all hours worked.

An employee who receives a shift differential premium on the basis of his/her shift shall suffer no reduction in pay, including differentials, when temporarily assigned to a day shift. Temporary will be any period of twenty (20) or fewer days.

There will be no split shifts for the duration of this contract.

Overtime - Equal Distribution: Overtime shall be distributed and rotated as equally as is practical among qualified employees in the bargaining unit within each department.

Standby Time, Minimum Call-in Time and Call-back Time: The District will not require bargaining unit employees to be available on a standby basis, except at his/her regular work area.

Any bargaining unit employee called back to work, either before or after normal working hours or on a day not worked, shall receive not less than two hours of work at the overtime pay rate, irrespective of the actual time less than that required to be worked.

Hours Worked: For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensating time off, or other paid leave of absence shall be considered as time worked by the employee.

Work Hour Reductions: The Merced Community College District and Chapter 274 of CSEA agree to the following stipulations concerning the reduction of assigned working hours for members of the Association:

- A. Whenever a member of the unit and the District agree to a reduction of work hours, the Association will be notified. If the reduction of hours is not initiated by the employee, the proper notices and procedures for layoff or reduction required by law will be followed.
- B. An hours reduction may be of two types:
 - 1) temporary
 - 2) permanent

A permanent reduction of hours will not be reversed without the mutual consent of the employee and the District. A temporary reduction of hours will be treated as a leave of absence for that portion of time assigned to the employee.

- C. Any notice or approval of assigned time reductions must be in writing and signed by the employee and authorized District representative.
- D. Reductions in work hours include any reduction in assigned time including hours per day, days per week, or days per year.

ARTICLE 29

DISTRICT PROVISION OF EMPLOYEE UNIFORMS AND TOOLS

Uniforms: The cost of the purchase, lease or rental of uniforms, equipment, identification badges, emblems and cards required by the District shall be borne by the District. The number and kind of uniforms shall be itemized in Board Policy 4660.

Tools: The District agrees to provide all tools, equipment and supplies required by the District and the Industrial Safety Regulations for the performance of employment duties.

Non-Owned Automobile Insurance: The District will not require members of the bargaining unit to use their personal vehicles on District business.

Hold Harmless Clause: The District shall insure against the personal liability of employees of the District for damages for death, injury to a person, or damage or loss of property caused by the negligent act or omission of the employee when acting within the scope of his/her employment.

ARTICLE 30

HEALTH AND WELFARE

Health Benefits: The District agrees to pay the full cost for all bargaining unit classified employees (who meet eligibility requirements as listed below) and their dependents who choose to participate in Blue Cross Prudent Buyer Classic, Option II (\$100/300 deductible and \$3/15/35/3 prescription co-payment) health insurance or a comparable plan. Reimbursement by the District for deductible amounts of covered costs shall be one hundred percent (100%). Effective July 1, 2006, reimbursement of the deductible will be eliminated.

Beginning with the 1995-96 academic year, the psychological portion of the health plan will be carved out of the Blue Cross Prudent Buyer Classic, Option II and will be provided as add on coverage through Behavioral Health Associates (BHA) through SISC. Participants are required to contribute \$120 per year in order to be eligible to participate in this program. The District agrees to provide bargaining unit members and their dependents with a fully paid dental plan comparable to the current plan underwritten by Delta Dental Premier Unlimited Plan effective July 1, 2008 and a vision care plan comparable to the \$5.00 deductible Plan C of the California Vision Service. The District will provide Orthodontic coverage for members and their families with a maximum of \$1,500 coverage per individual with a 50/50 CO-PAY (i.e. if orthodontics for a family member is \$4,000, the insurance pays a maximum of \$1,500 and the employee pays the balance).

Employee Assistance Program Confidentiality:

1. In order to promote utilization of the EAP program, it is agreed that voluntary participation and refusal to participate will be held in confidence. All communications with EAP providers are privileged communications subject to confidentiality under California law. Management referrals will be held at the same level of confidentiality as are disciplinary matters.
2. Participation in the program is voluntary. No information will be sought by the District as to whether an employee has sought assistance following management referral or as to any assistance provided.
3. An employee may waive the confidentiality of information protected by the California Confidentiality of Medical Information Act in accordance with the procedures prescribed by that Act and may waive other confidential rights by written consent stating (a) the name of the person or organization to whom disclosure is to be made; (b) the specific type of information to be disclosed; and (c) the purpose or need for such disclosure. Nothing in this section would preclude management referral from being part of employee discipline documentation.
4. In the event confidential information is disclosed to unauthorized persons or organizations, such information shall not be used to impair job security or promotional opportunities or as the basis for any adverse evaluation or action, and shall be expunged from all District records. Nothing in this section is meant to impair the obligations imposed by the California Education Code.

Retiree Coverage: Bargaining unit employees, who qualify, and who retire from the District shall be entitled to health and prescription insurance, dental insurance and vision insurance for themselves and their dependents. Eligible (qualifying) employees shall have reached their fifty-fifth birthday and shall have served a minimum of ten (10) consecutive years in the district prior to retirement. The retired employee shall be required to contribute ten percent (10%) of the total cost, not to exceed \$150 per year. Employees hired prior to April 1, 1985 must have served a minimum of five (5) consecutive years in the District and reached the age of fifty-five (55) in order to receive benefits under this Article. Eligible employees hired after February 1, 1989 will receive retiree health coverage to age 65. Regular, part-time

employees in an employment status as of January 31, 1989 who later gain eligibility for health and welfare benefits will not be limited to retiree health coverage to age 65. Employees hired after July 1, 2005, must have served a minimum of fifteen (15) consecutive years in the District and reached the age of fifty-eight (58) to receive retiree health coverage to age 65.

Effective July 1, 2008, retiree benefits are granted only to retirees and their spouse (at the time of retirement) including their dependents.

SISC Prudent Buyer Option 1-B Plan Graduated Deductibles Reimbursement: CSEA and the District agree to combine the annual District contribution (\$18,600) with a contribution of \$14.00 per full-time employee per month which accrues from the savings generated by modifying the total benefits package. These proceeds will be placed into a fund annually to provide 100% deductible reimbursement to members.

Welfare Benefits: The District shall provide all bargaining unit members, who qualify, with a fully paid term life insurance policy which shall provide a minimum \$50,000 coverage comparable to the current plan underwritten by Transamerica Occidental Life Assurance Company. Such policy shall also provide for accidental death and dismemberment coverage. The District agrees to provide bargaining unit members with an income protection plan comparable to the plan now in effect in the District based upon salaries derived from schedules in effect during the life of this Agreement. Members of the bargaining unit may participate in the tax sheltered annuity of their choice and the District will provide payroll deduction service for this purpose.

Tenure of Benefits: The benefits provided in this Article shall remain in effect without interruption during the term of this Agreement. The District will contribute the full premium, less \$120, toward the payment of the health, dental and vision plans as currently provided for in the agreement and any increases in the plans for 2004-2005, 2005-2006 and 2006-2007 academic years will be the responsibility of the District.

Eligibility: Regular (not substitute or short-term) employees who are employed to work twenty (20) hours or more per week shall be considered as eligible to receive the full District health and welfare fringe benefit program. Continued eligibility is dependent upon employment at twenty (20) hours per week. Fringe benefit coverage shall terminate on the last day of the month following the termination date of an employee or the reduction in hours below the twenty (20)-hour level of the incumbent employee. Those regular employees who are employed to work nineteen (19) hours per week or less may elect to enroll in the health, dental and/or vision plans but at no cost to the District. Arrangements of payment for coverage of such employees is subject to the approval of the District.

Proration of Cost: For regular (not hourly or short-term) employees hired on or after March 15, 1988, the District will pay the cost of medical, dental and vision insurance at the following percentages if they elect to have such coverage.

* Employees contracted to work twenty (20) hours per week	50%
* Employees contracted to work twenty-one (21) to thirty (30) hours per week	75%
* Employees contracted to work thirty-one (31) to forty (40) hours per week	100%

Employees who are obligated to reimburse the district for either or all of the three types (medical, dental or vision) of insurance they elect to have must make payment in a manner prescribed by the District. Failure to make payment by the employee will result in a loss of coverage of said insurance.

Surviving Spouse: The surviving spouse of a unit member, or of a retired unit member under provisions in this Article, may opt for continuance of the fringe benefit health package at no cost to the District. The District shall provide and pay for coverage to the surviving spouse and surviving dependents through the last day of the month following the month in which the employee dies. Election to continue health benefits for the surviving spouse must be made in writing to the District by the last day of the month following the month in which the death occurs. The spouse's payment shall include reimbursement for the month after the unit member's death; if the spouse does not take the option, the Chapter shall reimburse the District for that month's premium. Payment for the remainder of the year (through September 30) shall be submitted at that time.

Each year, prior to the fifth day of September, the annual renewal premium must be submitted to the District Business Office with statement of intent to continue coverage. This agreement is extended only to that person who was the spouse of the employee at the time of the employee's death.

These provisions are subject to the requirements of the insurance carrier.

Medical Retirement: After ten (10) years of service, an employee who leaves the District for a medically based reason may purchase health, dental and vision insurance at the retiree rate to age sixty-five (65). The intent of this provision is to enable said employee to opt for such insurance at no cost to the District.

Coverage While on Leave: The bargaining unit employees on paid leave are considered to be continuous employees, and no interruption to the fringe benefit program shall be imposed upon employees on paid leave. Bargaining unit employees on unpaid leave extending beyond thirty (30) days shall have their fringe benefit program terminated for the duration of the leave. An employee may continue fringe benefit coverage while on unpaid leave by paying the full premium. Fringe benefits shall not be paid by the District for employees on an unapproved absence.

Unapproved Absence and Fringe Benefits: The district will not take action to deduct fringe cost from salary of an employee for fringe benefits due to an unapproved absence until the employee has had an opportunity to grieve the determination of the District, that the absence was not authorized.

Parking: The District agrees to continue providing parking for classified employees at no charge.

ARTICLE 31

DISTRIBUTION OF CONTRACT

District agrees to have printed an appropriate number of copies of this agreement and to provide the bargaining unit with a copy for each member of the unit.

Each new employee who becomes a member of the bargaining unit within the effective period of this agreement will also be entitled to a copy of this agreement.

ARTICLE 32

SUCCESSOR AGREEMENT

CSEA shall submit its contract proposal to the District not later than the regular Board meeting in March and the Board shall hold the public meeting on the proposal at the next regular Board meetings.

The terms and conditions of this agreement will remain in full force and effect until a successor agreement is in effect, with the exception of salary and fringe benefits.

ARTICLE 33

PAY AND ALLOWANCES

Regular Rate of Pay: For 2007-2008, all classified employees who are members of the bargaining unit shall receive 5.1% increase on the salary schedule retroactive to July 1, 2007. For 2008-2009, Total Compensation Package with COLA + 1.5% to include Benefit Package, Dental Premier Plan, Unlimited and Annual one percent (1%) longevity. Parties agree and understand that the salary schedule will be augmented by at least 1.25%.

Annual Stipend: For the purposes of this agreement, 30 hour and 40 hour employees who were hired prior to July 1, 1995, and who participate in the health insurance program will receive an annual stipend of \$176.04. Modifying the health plan, which generated a reduction in premium, generated this stipend.

Longevity: A step increase will be given at the beginning of each fiscal year except for those who have not rendered more than four (4) months of satisfactory service. After an employee reaches the maximum established for his/her classification, effective July 1, 2008, he/she shall be paid a one percent (1%) increment after each additional year of service, until officially retired.

Anniversary Increment: The one percent anniversary increments provided to classified employees will be applied to the previous year's salary with prior year increments already included. (Effective July 1, 1988)

Effective July 1, 1997, the District will implement one time longevity bonuses for employees as follows: 16th year (\$250), 21st year (\$375), 26th year and every five years thereafter (\$500).

Paychecks, Frequency, Special Payments, Lost Checks: The District shall follow the procedures contained in the Education Code for preparing paychecks, determining frequency of payment, handling payroll adjustments, or lost checks.

ARTICLE 34

DISCIPLINARY ACTION

Discipline shall be imposed on permanent employees of the bargaining unit only for just cause as prescribed by the District. Disciplinary action is deemed to be any action which deprives any employee in the bargaining unit of any classification or incident of employment or classification in which the employee has permanence, and includes dismissal, demotion, suspension or reassignment without the employee's voluntary written consent.

The superintendent-president may suspend, and recommend to the District the dismissal or demotion for cause of, any employee in the Classified service. Causes deemed sufficient for dismissal, suspension or demotion are the following:

1. Unauthorized or excessive absence from work.
2. Conviction of any felony or act of moral turpitude.

3. Conduct discrediting public employment.
4. Disorderly or immoral conduct.
5. Insubordination.
6. Bringing intoxicants onto or consuming intoxicants on any school property, or reporting for work under the influence of intoxicants in any degree whatsoever.
7. Neglect of duty.
8. Negligent or willful damage to or waste of public property, supplies or equipment.
9. Willful violation of any provision of this contract.
10. Falsification of information or qualifications.
11. Violation of any provision of Education Code Section 7001 -7006.

Disciplinary action shall not be taken for any cause which arose prior to the employee's becoming permanent, or for any cause which arose more than two (2) years preceding the date that the District files the notice of disciplinary action, unless such cause was concealed by such employee when it could be reasonably assumed that the employee should have disclosed such facts to the employing District.

Except in those situations where an immediate suspension is justified, an employee whose work or conduct is of such character as to incur discipline shall first be specifically warned in writing by the immediate supervisor. Such warning shall state the specific reasons for the warning, the recommended corrective action, and the time limit for correction. The supervisor shall give a reasonable period of time, based upon the nature of the violation, to permit the employee to correct the deficiency without incurring disciplinary action.

It is recognized that emergency situations can occur involving the health and welfare of students or employees. If the employee's presence would lead to a clear and present danger to the lives, safety or health of students or fellow workers, the District may immediately suspend, without pay, the employee for three (3) work days. During the three (3) work days, the District shall serve notice and statement of fact upon the employee, who shall be entitled to respond to the charges causing the emergency suspension through the appeal and hearing procedure. Appeal for hearing must be filed with the superintendent-president within five (5) work days from the time the employee received formal notice of charges from the District.

When the District seeks the imposition of any routine disciplinary punishment, notice of such discipline shall be made in writing and served in person or by registered or certified mail upon the employee. The notice shall indicate (1) the specific charges against the employee, including times, dates, and location of chargeable action or omission; (2) the penalty proposed; and (3) a statement of the employee's right to make use of the Appeal and Hearing procedure to dispute charges or proposed penalty.

The penalty proposed by routine charges shall not be imposed until the employee has exhausted all rights under the Appeal and Hearing procedure.

Under routine charges, an employee may be suspended without loss of pay at the option of the District, pending the outcome of the Appeal and Hearing process.

An employee shall not be suspended for a period of more than ten (10) work days from the time the employee received formal charges, without the prior approval of the Board of Trustees.

Appeal: Before action is taken by the District, employees may appeal dismissal, suspension, or demotion by requesting, in writing, a hearing before the Board of Trustees. The appeal must be filed with the superintendent-president within five (5) work days after receipt of the notice of intended dismissal, suspension, or demotion. The appeal must cite the charges, an admission or denial of the charges, and the reasons why the Board of Trustees should not order dismissal, suspension, or demotion.

If the employee does not request a hearing within (5) work days after receipt of notice of intent, the recommendation of the superintendent-president to the Board of Trustees shall be acted upon by the Board of Trustees. The decision of the Board of Trustees shall be final.

Hearing: Upon receipt of an appeal from a charged employee, the superintendent-president shall arrange a hearing with the Board of Trustees within thirty (30) days after receipt of that appeal.

The employee shall have the right to appear in person, with counsel and/or other representation. The employee may present such witnesses as he/she deems appropriate and such other evidence as he/she requires in defense of his/her case.

District employees who are called in to testify during work hours at the hearings will be granted released time with pay.

All hearings shall be held in closed session unless the applying employee requests an open hearing in his/her written appeal. The findings and decisions of the Board of Trustees on an appeal shall be final and conclusive on all parties, except as may be appealed to a court of competent jurisdiction.

If the appeal of the employee is sustained, the Board of Trustees shall order full compensation for time of dismissal, suspension, or demotion, if any, and shall order the employee to be reinstated if necessary.

ARTICLE 35

CLASSIFICATION, RECLASSIFICATION, DOWNWARD ADJUSTMENT AND ABOLITION OF POSITIONS

Classification, reclassification, downward adjustment, abolition of positions or class of positions shall be management rights. District will notify CSEA President, or in his/her absence the Chief Negotiator, or in his/her absence the Field Representative when changes are recommended by the District. The District will consult with the CSEA President if so requested. The recommended final action will be communicated through distribution of the appropriate Board meeting agenda. It is understood and agreed by the parties that the District by accepting this language shall be permitted to establish the range and step of the reclassification and new classifications. This applies only until the parties return to negotiate salaries.

Placement in Class: Every bargaining unit position shall be placed in a class.

New Positions or Classes of Positions: All newly created positions or classes of positions, unless specifically exempted by law, shall be assigned to the bargaining unit if the class specification requires duties performed by employees in the bargaining unit or which by the nature of the duties should reasonably be assigned to the bargaining unit.

Working Out of Classification: An employee assigned duties not a part of his/her classification for a period in excess of five (5) days shall have his/her salary adjusted upward for the entire period he/she is required to work out of classification. This assignment must be in writing.

If assigned to duties normally performed by employees in a higher classification, the employee shall receive the regular rate of pay for the higher classification at the step that represents a one-increment increase closest to but not less than five percent from their current position.

In the event that only a portion of the duties of the higher classification are assigned, the increase in pay will be proportional to the current work load in the higher classification.

Reclassification Process: Proposed reclassification of positions will be submitted to a reclassification committee. The committee shall make recommendations on reclassification requests to the Superintendent-President. The decision of the committee shall not be subject to the grievance procedure of this agreement. Unsuccessful candidates may reapply the following year.

The following is the result of negotiations to revise the Reclassification procedure in order to employ a systematic approach for approving or disapproving requests by classified employees. This systematic approach places responsibility on the requester and applies only to classified employees. Management Team members are not to be assigned to a different salary range via this procedure.

Please keep the following in mind when completing the application process:

1. Are the duties the individual lists a justification for a reclass in the existing class specification or a higher class specification?
2. Has the level of independent thinking, decision making and/or action required of the position changed significantly?
3. Did the new duties listed as justification become your responsibility under the direction and authorization of the district administration? Are these added duties mandatory? Is this cross training? Is this voluntary acceptance of additional responsibility and/or utilization of advanced knowledge/skills?
4. Are the duties listed ongoing and fit into the future of the office, division, etc?

It is important to note that Reclassification does not address the following situations:

1. The employee has too much to do. The employee may have added duties or work in several areas, but the duties remain in the same class specification.
2. The employee is a good or hard worker. This often is the case, however, reclassification does not address this issue.
3. The employee needs more money. The reclassification process is not used to provide raises.
4. The employee has duties normally assigned to a higher range but they amount to a minor portion of the employee's duties.

PROCEDURAL STEPS

1. The Office of Human Resources will notify classified employees of the Reclassification Process Timeline. The process shall begin no later than March 30th.

2. Requesters must use the document entitled "Classified Employee Request for Reclassification". Request packets may only be obtained upon participation in one of the offered Reclassification Workshops. Exceptions due to illness will be considered on a case by case basis.
3. Any employee is encouraged to submit a Request only if there is compelling evidence.
4. Completed requests are to be forwarded by the employee to the Office of Human Resources by the posted deadline date.
5. The Office of Human Resources will convene the Reclassification Committee which will consist of the following membership:
 - Vice President of Administrative Services, Chair
 - 2 – Classified Employees
 - 2 – Management Team
6. The Reclassification Committee will meet to deliberate and screen qualified applicants and make decisions as to who will be interviewed.
7. The Reclassification Committee will interview selected applicants.
8. The Committee will complete final rankings and forward the list to the Superintendent/ President.
9. Successful applicants will be notified by the Office of the President and shall become effective on the date designated by the Board of Trustees.
10. The applications of successful applicants not funded in the current year will receive automatic consideration in the following year and will not require additional applications or participation in the interview process.
11. An employee whose position has been reclassified shall be ineligible for subsequent reclassification for a period of at least 3 years from the initial action.

APPEALS

Appeals will be considered for those interviewed who were not forwarded for consideration on a case by case basis if additional compelling evidence can be produced. The deadline for these appeals will be established annually and listed in the Timeline.

REMINDERS AND NOTES

1. THE DEADLINE FOR RECLASSIFICATION REQUESTS WILL BE ESTABLISHED ANNUALLY.
2. The Reclassification Committee will expect compelling evidence for a Request to be approved. This evidence must be compatible with those principles previously stated in this memo.
3. Most, but not all, reclassification requests are handled during this once-a-year procedure. Reorganization, collective bargaining, and unusual circumstances could result in classifications being reviewed at other times.
4. Reclassification approval does not guarantee funding in the current year budget.
5. A Technical Assistance Team consisting of CSEA and District personnel will be created to assist those employees with questions concerning the process and the request questionnaire.

Salary Placement: When a position or class of positions is reclassified to a higher classification, the employee will be placed in the appropriate classification for that position, except that in no case shall a person assigned to a new position of a higher classification receive less than 5% increase in salary as a result of receiving a new assignment.

Incumbent Rights: When a position or class of positions is reclassified, the incumbents in the positions should be entitled to serve in the new positions.

Downward Adjustment: Any downward adjustment of any position without the consent of the employee shall be considered a demotion and shall take place only as a result of layoff or disciplinary procedures of this agreement.

ARTICLE 36

EFFECTS OF LAYOFF

When the Board of Trustees deems that a layoff of classified bargaining unit personnel is to be implemented, the following procedures and rights will be followed:

Definitions:

- a. "Seniority" means the considerations afforded an employee on the basis of greatest length of service to the district in a class plus higher classes, hire date being the deciding factor. This definition of seniority is meant to exercise the option to base all seniority from the date of hire (as cited in Education Code 88127 amended by Assembly Bill 228). Hire date, not hours in paid status, will be the sole determinant of seniority for purposes of layoff.
- b. "Displacement right" means that an employee with seniority may displace another employee in the class or lower classes in which the employee has worked.

Notice of Layoff: Bargaining unit employees shall be given not less than the statutorily required number of days for notice of layoff. The written notice shall indicate the effective date, displacement rights, if any, and reemployment rights. The District and CSEA shall meet upon request by CSEA after any notice of layoff has been sent, to discuss the rights of affected employees.

Order of Layoff: The order of layoff for affected employees within the class shall be determined by length of service. The employee who has been employed the shortest time in the class plus higher classes shall be laid off first. For employees with equal seniority, determination will be made by lot.

Seniority Record: The District shall maintain a record for determining displacement rights including length of service and hire date for employees for all classes in which they have served. Such record shall be made available to CSEA on each affected employee when a layoff is to be implemented.

Reemployment Rights: Laid-off persons are eligible for reemployment in the class from which laid off for thirty-nine (39) month period and shall be reemployed in the reverse order of layoff. Affected employees shall be reemployed in preference to new applicants or in-house promotions. In addition, they shall have the right to compete for promotional positions within the filing period.

Notification of Reemployment: An employee who is laid off and subsequently becomes eligible for reinstatement shall be notified by the district of the opening. Such notice shall be sent by certified mail to the last address given the district by the employee, which shall acquit the district of its notification responsibility.

Reemployment Acceptance or Refusal: The employee shall notify the district of intent to accept or refuse reemployment within ten (10) working days following receipt of the reemployment notice. If the employee accepts reemployment, he/she must report to work within thirty (30) working days following receipt of the reemployment notice. If the employee refuses a reemployment offer, he/she shall not be eligible for further preferred consideration. In any event, the district will remove the employee's name from the reemployment list and will have no further obligation to the employee. A refusal shall not preclude an employee from future employment with the district.

Voluntary Demotion or Voluntary Reduction in Hours: Affected employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply. Affected employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority. Employees returning from layoff into a lower class or with reduced hours shall receive all rights of this section.

Retirement in Lieu of Layoff: Affected employees who elect service retirement from the Public Employees' Retirement System shall be placed on an appropriate reemployment list (up to 39 months). If he/she is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the district shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed his/her request for reinstatement from retirement. An employee subject to this section who retired and is eligible for reemployment and who declines an offer of reemployment equal to that from which laid off shall be deemed to be permanently retired. Any election to retire after being placed on a reemployment list shall be retirement in lieu of layoff within the meaning of this section.

Job Title	<u>Range</u>
Access Specialist.....	20
Access Technician	11
Accounting Technician I	10
Accounting Technician II	12
Accounting Technician III	14
Administrative Assistant	14
Admissions/Records Clerk II	9
Admissions/Records Clerk III	11
Admissions/Records Coordinator.....	15
Admissions/Records Lead Technician	14
Admissions/Records Technician	12
Aquatic Facility Attendant.....	13
Art Gallery Coordinator.....	11
Assessment Technician	12
Assistant Athletic Trainer.....	12
Athletic Trainer	20
Automotive Mechanic I	11
Automotive Mechanic II	13
Automotive Mechanic Lead	17
Basic Skills Monitor	13
Bookstore Assistant Manager	12
Bookstore Buyer	12
Bookstore Clerk.....	7
Box Office Clerk.....	6
Buyer II	11
Buyer III	13
Buyer III/Inventory Control Technician	14
Buyer, Lead	15
Cafeteria Worker I	2
Cal-SOAP Program Specialist.....	16
Cal-SOAP Technician	12
Career/Transfer Center Assistant	10
Carpenter II.....	17
Carpenter.....	15
Child Development Center Program Specialist.....	17
Clerk-Typist	6
Clerk-Typist, Senior.....	8
Contract Training Coordinator	16
Contracts Technician.....	14
Custodial Specialist.....	12
Custodian I	9
Custodian I/Facility Program Caretaker	9
Custodian I/Groundskeeper I	9
Custodian II	11
Custodian, Lead	15
Database Analyst	25
Developmental Tutorial Assistant.....	9
EAP Monitor	13
Editorial Assistant.....	14
Educational Technology Specialist.....	17
Electrician II	19
Electrician	17
Electronics Technician	17
ETC Assistant.....	10
Event & Program Specialist.....	13
Event & Program Technician.....	11
Extended Education Coordinator	18
Extended Education Technician.....	11

Facilities, Planning & Development Specialist	19
Financial Aid Advisor	11
Financial Aid Coordinator	18
Financial Aid/EOPS Advisor	11
Food Services Technician	2
Food Services Technician II	4
Food Services Technician/Domestic Aide	2
Grounds Mechanic	11
Groundskeeper I	9
Groundskeeper II	11
Groundskeeper, Lead	15
Help Desk Lead	15
Help Desk Assistant	10
HVAC Technician	18
Instructional Aide	4
Instructional Farm Lab Coordinator	20
Instructional Services Technician	15
Instructional Support Aide	6
Instructional Support Technician Assistant	7
Instructional Support Technician Assistant II	9
Instructional Support Technician Assistant III	11
Instructional Support Technician I	11
Instructional Support Technician II	13
Instructional Support Technician III	15
International Trade Assistant	9
Internet Services Specialist	24
Interpreter for the Deaf	12
Job Opportunity Services Coordinator	16
Job Placement Technician	10
Learning Disability Testing Assistant	15
Library/Media Clerk	9
Library/Media Technician I	10
Library/Media Technician II	12
Library/Media/Bookstore Clerk	9
Mail Clerk	7
Maintenance & Operations Coordinator	14
Maintenance Mechanic I	13
Maintenance Mechanic II	15
Maintenance Mechanic, Lead	16
Matriculation/Outreach Assistant	10
Matriculation Technician	14
Mechanic, Lead	15
Mechanic's Helper	8
Network Technician	19
Non-Credit Matriculation Student Services Coordinator	13
Office Assistant	12
Office Technician	11
Outreach Worker	9
Painter	15
Personal Computer Technician	17
Program Assistant	13
Programmer Analyst	21
Public Information Assistant	13
Purchasing & Facilities Coordinator	14
Purchasing Clerk	9
Purchasing Expeditor, Records, Property Control Tech	11
Receiving Clerk/Storekeeper	12
Reprographics Technician	11
Reprographics Technician II	13
Research Analyst	18
Research Assistant	13
Secretary	10
Secretary, Administrative II to Vice President	16
Secretary, Division	14

Secretary, Senior.....	14
Security Guard.....	9
Security Guard/Groundskeeper I.....	10
Security/Peace Officer.....	12
Senior Analyst.....	24
Senior Audiovisual Technician.....	17
Shipping & Receiving Clerk.....	10
Stage Technician I.....	10
Student Health Clerk I.....	7
Student Health Services Nurse.....	22
Student Services Assistant.....	11
Student Services Clerk I.....	7
Student Services Clerk II.....	9
Student Services Coordinator.....	13
Student Support Coordinator.....	15
Switchboard Operator.....	8
Textbook Buyer.....	13
Theater Production Assistant.....	14
Theater Production Manager.....	17
Training Assistant.....	11
Transfer Center Assistant.....	10
User Analyst.....	13
VTEA Monitor.....	13

SIDE LETTER

ARTICLE 30

HEALTH AND WELFARE

Surviving Spouse: The surviving spouse of a unit member, or of a retired unit member under provisions in this Article, may opt for continuance of the fringe benefit health package at no cost to the District. The District shall provide and pay for coverage to the surviving spouse and surviving dependents through the last day of the month following the month in which the employee dies. Election to continue health benefits for the surviving spouse must be made in writing to the District by the last day of the month following the month in which the death occurs. Payment for the remainder of the year (through September 30) shall be submitted at that time.