

# CSEA

# CONTRACT

**JULY 1, 2012 - JUNE 30, 2015**

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Between Marin Community College District and The California School Employees Association  
**CHAPTER 196**



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## **AGREEMENT**

This Agreement entered into this 8<sup>th</sup> day of **June** of the year 2012 by and between the **MARIN COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "**District**," and **CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION** and its **Chapter #196**, hereinafter referred to as "**CSEA**".

**ARTICLE 1**  
**RECOGNITION**

1. The District recognizes CSEA as exclusive representative for the employees in the office-clerical and technical/quasi-professional unit excluding all confidential employees, skilled trades and operations employees, supervisory employees, and management employees. CSEA acknowledges that the determining of management, confidential or supervisory positions are within the purview of the District. The District will send copies of any new job description deemed management, confidential or supervisory to the CSEA Chapter President or designee, at least one (1) week prior to the first Board of Trustees meeting where it is on the agenda. Disputed cases, if not resolved informally between the parties, may be submitted to PERB for resolution.
2. The Unit consists of employees in the classifications shown in the attached Salary Schedules including Human Resources Technician, and excluding positions within classifications which have been designated as confidential.
3. This Agreement applies only to employees in the above-described representation unit.
4. The Unit as recognized by the District may be modified by (1) mutual agreement of the parties or (2) by decision rendered by the Public Employment Relations Board on any contested positions.
5. The District shall provide, upon request, CSEA with a list of individuals performing CSEA bargaining unit work including but not limited to temporary/short term positions throughout the District to ensure compliance with the Education Code.

## ARTICLE 2

### ASSOCIATION RIGHTS

1. The CSEA shall have the right of access at reasonable times to areas in which employees work provided such access does not interfere with the normal work process.
2. The District agrees to provide release time to designated members of the bargaining unit to participate in negotiations and the processing of grievances as required by the EERA. Further, the District will provide release time of no more than sixteen (16) hours a month in total for members of the unit, designated by the Association for labor relations activities (other than grievance administration and negotiations). Any additional release time will be provided upon mutual agreement of CSEA and Human Resources.
3. The District agrees to provide release time of a total of forty-eight (48) hours per year. This will be used by CSEA members who are appointed to State CSEA Committees to attend State Committee meetings. This Section 3 does not affect provisions of Section 2 above.
4. Up to a maximum of two (2) CSEA chapter delegates shall be granted release time to attend the CSEA annual conference, not to exceed five (5) working days per delegate.
5. The District authorizes the Association to use without charge bulletin board space on bulletin boards located in the mail room at each site for the purpose of posting CSEA notices and communications.
6. The Association shall have the right to use, without charge, District mailboxes and the phone system for inter-district communication to employees.
7. The Association may use school facilities, when not otherwise used for educational purposes, without charge, for CSEA meetings. The Association agrees to leave such facilities in the same condition as the facility was in prior to the meeting.
8. The District shall furnish to the Association upon request, non-confidential information related to wages, hours or other terms and conditions of employment which are relevant to the Association to fulfill its duties and obligations as the exclusive representative of bargaining unit members covered by this Agreement. Such information shall include salary data, budget documents, and seniority lists. The District will advise the Association of any costs related to the compilation and reproduction of the data in advance.  
  
Bargaining unit members shall provide the District with their current mailing address and shall notify the District in writing within thirty (30) days of each change of address. Said notice shall be on a District form. Copies shall be provided to the Association.
9. The Association may provide information about the CSEA to be distributed to new employees by Human Resources. The Association shall be responsible for duplicating these materials.
10. The Association President shall receive a copy of the Board agenda.
11. The District shall provide one electronic read/write version of the contract to the CSEA chapter president.

The District shall provide twenty (20) printed copies of this contract to CSEA. The District shall make available an electronic version of this contract on the District website. Each unit member shall be provided a CD containing this contract.

- 12.** Upon request, the District shall provide the Association with a current list of employees within twenty (20) business days. Current addresses shall also be provided, unless the employee has authorized the District in writing to withhold such information.
- 13.** The District shall provide CSEA with a storage cabinet to be used exclusively for CSEA business. CSEA shall have sole responsibility for the cabinet and its contents. The District shall have no responsibility or liability for loss, damage, or destruction of the cabinet or its contents.

## ARTICLE 3

### DISTRICT RIGHTS

1. All matters not specifically enumerated in this Agreement are reserved to the District as provided by law.
2. In the event of an emergency, the District shall have the right to rescind that portion of this Agreement directly related to the nature of the emergency. The District shall provide notice to CSEA of its decision to rescind any portion of this Agreement within 24 hours. "Emergency" as used in this Article is limited to sudden unforeseen happenings which require action to correct and/or protect lives and/or property that would prevent the normal functioning of the school district pursuant to this Agreement. If the District desires to continue its rescission of the article(s) beyond thirty (30) calendar days, it shall provide CSEA notice and the parties shall negotiate the continuance of the suspension of the rescinded article(s).
3. It is understood and agreed that the District retains all of their powers and authority to direct and control to the full extent of the law. Included in but not limited to those duties and powers are the rights to: direct the work of its employees; determine the method, means, and services to be provided; establish the educational philosophy and goals and objectives; insure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of the district operation: determine the curriculum; build, move or modify facilities; develop and implement budget procedures; and determine the methods of raising revenue. In addition, the District retains the right to hire, assign, evaluate, promote, terminate and discipline employees except as limited by specific provisions of this Agreement.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms and in conformance with the law.

The District will amend its written policies and procedures and take such other action by Resolution or otherwise as may be necessary to give full force and effect to the provisions of this Agreement.

The District will establish and implement administrative regulations which are consistent with the law.

4. The District's rights as stated above shall not be construed or interpreted to be a waiver of CSEA's right to negotiate all mandatory subjects of bargaining as established by the Educational Employment Relations Act and as determined by the Public Employment Relations Board.

## ARTICLE 4

### DUES AND REPRESENTATION/SERVICE FEE

#### 1. **Employee Rights**

- a. The District and CSEA recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall discriminate against an employee in the exercise of these alternative rights.
- b. Accordingly, membership in CSEA shall not be compulsory. A unit member has the right to choose, either: to become a member of CSEA; or, to pay to CSEA a fee for representation services; or, to refrain from either of the above courses of action upon the grounds set forth in Section 5 below.

#### 2. **Unit Members' Obligation to Exclusive Representative**

A bargaining unit member who does not fall within one of the exempted categories as set forth in Section 5 below, and who has not voluntarily made application for membership in CSEA within thirty (30) days of either the date upon which this Agreement is executed, or the date upon which said unit member has been employed by the District, whichever is later, must, as a condition of employment in the District, pay annually or monthly to CSEA a representation/service fee in exchange for representation services necessarily performed by CSEA in conformance with its legally imposed duty of fair representation on behalf of said unit member.

#### 3. **Definition of Representation Fee**

- a. The representation/service fee to be collected from non-CSEA unit members shall be the amount authorized by Section 3540.1 i. (2) of the California Government Code and shown on the current CSEA dues and fee schedule.
- b. Any dispute as to the amount of the representation/service fee shall be resolved pursuant to the provisions of Section 3.f. herein.
- c. Unit members on voluntary leave without pay, and unit members who are on laid-off status shall be exempt from these provisions herein; except that the election as to membership or payment of a fee as set forth in Section 2. herein must be exercised within the first ten (10) work days upon return to paid status.

#### 4. **Annual Verification of Representation Fee by CSEA**

CSEA shall submit a copy of the detailed financial report to the District which CSEA must make available to the Public Employment Relations Board pursuant to Government Code Section 3546.5. The parties agree that CSEA must supply a copy of said financial report to the District as a condition precedent to the District's automatic deduction of the representation/service fee from a unit member's payroll.

#### 5. **Unit Members Exempted from Obligation to Pay**

Any unit member may be exempted from payment of any representation/service fees to CSEA if that person is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting an "employee organization" as defined in Section 3540.1 d. of the Government Code. Such exempt unit member shall, as an alternative to payment of a



representation/service fee to CSEA, pay an amount equivalent to such representation/service fee to the 1) March of Dimes; 2) American Cancer Society; 3) Easter Seal Society. The District, upon written request from CSEA, shall require such exempt unit member to submit a written affidavit to CSEA verifying the existence and nature of the allowable objection to payment of a representation/service fee and in addition, shall require such exempt unit member to submit proof of payment of an amount equivalent to such representation/service fee to one of the alternative organizations listed above.

## **6. Procedure for Unit Members Who Contest the Amount of the Representation/Service Fee**

The parties agree that, in order to provide a uniform definition of the amount of the representation/service fee, any such disputes involving the amount of such fee must first be deferred to the Public Employment Relations Board for determination, provided that the parties have first complied with the other provisions of this Section.

If at any time, the Public Employment Relations Board determines that some or all of the representation/service fees deducted shall be held in escrow pending a determination of the correct amount of the fee, the District will deposit the amount in an escrow account. The monies held in escrow shall be released to the appropriate party upon the rendering of a final decision by the PERB.

## **7. Payment Method**

- a. Any unit members who are not exempted from payment under Section 5 above may pay annually the properly determined representation/service fee directly to CSEA; or
- b. As an alternative to the annual payment method, a unit member may voluntarily sign and deliver to the District a written authorization to deduct the properly established representation/service fee as defined in Section 5 above. Upon receipt of a voluntary authorization duly completed and executed, the District will deduct from the pay of unit members and pay to CSEA the normal and regular monthly representation/service fee.
- c. In the event that a unit member who is not exempted from payment under Section 5 does not pay annually the representation/service fee directly to CSEA pursuant to Section 4.a. or does not voluntarily sign and deliver to the District an authorization, CSEA shall request in writing that the District deduct from the pay of the unit member and pay to CSEA the normal and regular monthly representation/service fee without the approval of the unit member. In such case, the District shall begin automatic payroll deduction as provided in Education Code Section 88167 for representation/service fee due from the date of ratification of this Agreement or first date of the unit member's employment, whichever is later. There shall be no charge to CSEA for such mandatory representation/service fee deductions.
- d. Prior to beginning such payroll deduction pursuant to Section 4.c., CSEA will certify to the District in writing that the unit member whose pay is to be affected by the deduction has (1) not joined CSEA; (2) not voluntarily tendered the amount of the representation/service fee as defined herein; and (3) has not qualified for an exemption under Section 3.e. herein. CSEA shall also notify the unit member in writing that due to the unit member's failure to fulfill any of the above three (3) requirements; CSEA has requested the District begin automatic payroll deduction of the representation/service fee. CSEA shall provide the District with a copy of said written notice to the unit member. Thereafter, the District will begin the automatic deductions.
- e. The District is under no obligation to make payroll deductions for periods during which a unit member is either terminated from employment or not on the District's payroll for any reason, including, but not limited to, layoff and voluntary leave of absence for more than thirty (30) days.
- f. Upon the rehiring of any unit member, or upon the recalling of a unit member from layoff status, the District will treat such unit member as a new unit member for purposes of this Article.

**8. District's Obligation**

The District's sole and exclusive obligations under this Article are to notify any unit member who has failed to comply with the provisions of this Article that, as a condition of employment in the District, such unit member must either become a CSEA member, pay a representation/service fee, either through voluntary or involuntary deduction, or establish an exempt status and make payment pursuant to Section 3.e. of this Agreement, and to make payroll deductions pursuant to Section 4.b. or 4.c. of this Agreement. Under no circumstances shall the District be required to dismiss any unit member for failure to fulfill his/her obligations to pay the fees established herein.

**9. Hold Harmless and Indemnity Provision**

- a. CSEA as defined in this Agreement shall hold the District harmless, and shall fully and promptly reimburse the District for any fees, costs, charges or penalties incurred in responding to or defending against any claims, disputes, challenges, which are actually brought, against the District or any of its agents, in connection with the administration or enforcement of any Section in this Agreement pertaining to representation/service fee. Such reimbursement shall include, but not be limited to, court costs, litigation expense, and attorney's fees incurred by the District.
- b. Upon notice that the District is going to seek indemnification or to be held harmless under this provision, CSEA shall have the right to meet with the District regarding the reasonableness and merit of any claim, demand, suit or action for which the District seeks indemnification, and shall attempt to agree whether any such action listed in Section 6.a. above shall be compromised, resisted, defended, tried, or appealed.
- c. In determining whether or not such action shall be compromised, resisted, defended, tried or appealed, the District will defer to CSEA's interests if the District does not have a distinct and separate legal interest in the disputed matter.
- d. The District shall not be entitled to be reimbursed for any costs for which CSEA was not properly notified and provided the opportunity to discuss as set forth herein; nor will the District be entitled to any reimbursement when the District's efforts in defending against such action would be duplicative, or when the District does not have a separate and distinct interest to defend.

**ARTICLE 5**  
**EVALUATION**

1. The employees shall be evaluated (Attachment A) by an immediate supervisor who shall not be in the CSEA bargaining unit, designated by the Superintendent/President. The supervisor shall be an individual with knowledge of the employee's duties, responsibilities and performance. The supervisor shall review the evaluation with the appropriate manager, who will have final approval authority.
2. Probationary employees shall be evaluated at least twice during the probationary period with the first evaluation being no later than four (4) months after hire, if the employee has not been terminated prior to that time.
3. Permanent employees shall be evaluated formally once every two years unless one or more specific situations warrant additional evaluation.
4. Both scheduled and unscheduled observations of the employee's work may be part of the evaluation process.
5. Evaluations will be due one month prior to the anniversary date of each employee.
6. **Definition of Probationary Period and Permanent Status**
  - a. The probationary period of members of the classified service shall generally be six (6) months of actual service which shall be deemed to include days of absence for illness or injury to which the employee is entitled without loss of pay pursuant to the requirements and authority of Section 88191 of the Education Code. At the discretion of the Superintendent/President, a probationary period may be extended up to a year from the date of employment, if circumstances warrant, by giving notice to the employee fifteen (15) calendar days prior to the scheduled completion date of the probationary period.
  - b. Members who are promoted to higher classifications shall serve a new six week probationary period in that classification, unless the probationary period is extended for an additional six weeks. If such a member does not pass probation in the higher classification, or elects to return to the prior position held during the probationary period he/she shall have the right to return to that prior position, if it has not been permanently filled. If the position has been permanently filled, the member has the right to bump into a lower classification in which the member attained permanent status. All reasonable efforts shall be made to return such employees to the position they held immediately preceding their promotion.
  - c. Any permanent employee who has changed classification from the original classification in which they achieved permanence prior to the effective date of this contract shall not lose any seniority in previous classifications served.
  - d. Any uncompensated leave taken in a probationary period shall automatically extend the probationary period one (1) additional day for each day of uncompensated leave. In addition, scheduled off-duty periods of less-than-12-month employees shall not be considered part of the probationary period.
  - e. During the probationary period, any employee in the classified service shall be subject to disciplinary action including termination at the end of a day or week, without a statement of cause, and shall not have the right to a hearing or appeal with respect thereto. If the District makes public the cause for termination of a probationary employee, that employee shall have a right to a hearing

conducted according to Section 3 of this Article for the purpose of clearing the employee's name only.

- f. Upon completion of the designated probationary period by a member of the classified service, such person is hereby designated as a permanent employee who shall be subject to disciplinary action only for cause as prescribed in these Regulations and Rules. Supervisors are encouraged to use progressive disciplinary steps (i.e., reprimand, suspension, termination) unless the violations are extremely serious.

## ARTICLE 6

### HOURS OF EMPLOYMENT

#### 1. Work Week

The work week for members of the unit shall normally consist of five (5) consecutive days, Monday through Friday. Full-time employment is defined as thirty-seven and one-half (37.5) hours per week, seven and one-half (7.5) hours per day. **Part-time employment is defined as anything less than thirty-seven and one-half (37.5) hours per week, and anything less than seven and one-half (7.5) hours per day.** The specific work days shall be designated by the District for each classified assignment, upon hiring. Employees placed on a Monday through Friday schedule when hired shall remain on a Monday through Friday schedule unless the employee and CSEA consent to a proposed change. No negotiation will be required when an individual changes hours solely as a result of promotion or demotion.

- a. The beginning and ending times for all members of the unit may be changed by thirty (30) minutes or less by giving the affected employee at least ten (10) work days advance notice. This advance notice may be reduced in special circumstances if agreed to by CSEA and the affected employee. Other changes in the days and hours worked, except those in b. and c. below shall be subject to negotiation between the District and CSEA.
- b. The beginning and ending times of 5% of the bargaining unit members (exclusive of the employees in the Instructional Classifications) may be adjusted by one (1) hour maximum within a contract year, with thirty (30) work days advance notice to the affected employees and CSEA. The District shall first seek voluntary applicants within a job classification for such hour change. If no applicants are available, the employee(s) in the classification with the most recent date(s) of hire shall be selected.
- c. Incumbents in instructional-related classifications shall have hours and days adjusted according to class schedules, enrollment and instructional need as determined by the District. The intent of this language is not to allow reduction in assigned time.
- d. Incumbents in the Laboratory Technician (Science) classification shall have hours adjusted according to class schedules, enrollment and instructional need as determined by the District. A schedule cannot be changed by more than four (4) hours beyond the present schedule. The intention of this language is not to allow reduction in assigned time. Laboratory Technicians shall be notified of tentative schedule changes no later than thirty (30) days before the beginning of the semester. Said schedule cannot change again during a given semester after the first two (2) weeks of the semester.
- e. Incumbents in the Enrollment Services I, II & III classification and Administrative Assistant to the Dean classification in Enrollment Services may have hours temporarily adjusted during an emergency (long-term absence exceeding one full week or immediate resignation of an incumbent) or in the case of a resignation with notice in order to meet the service needs as determined by the District. A schedule cannot be changed by more than four (4) hours beyond the present schedule. The intention is not to allow a reduction in assigned time.

#### 2. Procedure

- a. The District shall ask for volunteer(s) from the group of incumbents and shall assign based on skill. If there are no volunteers the District shall adjust an incumbent's schedule based on seniority/skills beginning with the least senior in the Enrollment Services area.

- b. An employee assigned to the “night” shift during an emergency, as described in 1.e above shall receive \$25.00 per shift or \$200 per pay period, whichever is less.
- c. The employee will be assigned to the ‘night’ shift during an emergency for no more than one (1) month, at which time the procedure for assignment begins again.
- d. Assignments to the “night” shift during peak periods are excluded from this procedure.

**3. Shifts**

<b>Day Shift Regular Assignment</b>	<b>‘Night’ Shift Regular Assignment</b>	<b>Summer/Spring Break Shift</b>	<b>Peak Period Shift</b>
8:00 a.m.-5:00 p.m.	11:30 a.m.-7:30 p.m. OR 11:15 a.m.-7:15 p.m.	8:00 a.m.-5:00 p.m.	4 nights 1 day

- a. If an employee is required to perform overtime in an emergency situation, time and one-half will be paid for all overtime to cover the additional shift.
- b. When overtime is required to be worked during peak periods (not for shift coverage for the above described emergency situation) overtime shall be offered based on seniority/skill and on a rotating basis to ensure equitable distribution of overtime.
- c. Employees may request to shift the beginning and ending times of their workdays (scheduling of hours) by submitting the appropriate form (Attachment B) to their direct supervisor. The supervisor shall have authority to approve or deny the request, based on District service needs. Within ten (10) working days copies of the approval/denial shall be distributed by the supervisor to the employee, CSEA and the District.

**4. Work Day**

- a. The length of the work day shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed, regular and ascertainable minimum number of hours.
- b. Part-time employees shall have their days and hours assigned to them by their supervisor.
- c. Any reduction in assigned time shall be accomplished in accordance with provisions of the law, PERB decisions and the District’s duty to bargain.
- d. A part-time employees who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her fringe benefit cost prorated for the longer work day.

**5. Optional Work Week Schedule**

All full time unit members are accountable for working his/her 37.5 hours per week. In order to provide an optional workweek schedule, some unit members will have a choice of how these hours will be worked. Optional workweeks shall remain in effect for at least one complete semester following agreement by all parties (unit member, District and CSEA). The flexible schedules within a semester must be set at the beginning of each semester:

August to December  
January to May  
June to August

Options Available:

- a. 7.5 hours Monday through Friday (1/2 hour or one hour lunch)
- b. 7.5 hours Tuesday through Saturday (1/2 hour or one hour lunch)
- c. 9.375 hours Monday through Thursday (1/2 hour or one hour lunch)
- d. 9.375 hours Tuesday through Friday (1/2 hour or one hour lunch)
- e. 9 Days/75 hours Option – Employee works 8.333 hours for nine consecutive days, then is off on the tenth day (1/2 hour or one hour lunch)

Overtime Options:

- a. All overtime hours are defined as any authorized time worked in excess of 7.5 hours Monday through Friday.
- b. All overtime hours are defined as any authorized time worked in excess of 7.5 hours Tuesday through Saturday.
- c. All overtime hours are defined as any authorized time worked in excess of 9.375 hours Monday through Thursday.
- d. All overtime hours are defined as any authorized time worked in excess of 9.375 hours Tuesday through Friday.
- e. All overtime hours are defined as any authorized time worked in excess of 8.333 hours worked for the nine consecutive days scheduled.

The District service needs and employee's seniority in the job classification within the department in which the unit member is currently employed will be considered in determining approval/disapproval for a unit member's proposed option.

The District may determine the departments eligible for this optional flex workweek choice.

## **6. Alternative Summer Work Schedule**

From **the first week in June through the first week in August**, the College offices will be closed on Fridays to minimize energy use and to provide a flexible schedule wherein employees utilize accrued vacation and compensatory time.

### **Work Schedule Options and Overtime Conditions**

Work schedule options will be one of the following:

Standard office hours for public business shall be 8:00 a.m. to 4:30p.m. Monday through Thursday.

A. **Standard Work Schedule (37.5 hour work week, no vacation or comp. time used).**

Work 9.375 hours Monday through Thursday plus additional ½ hour lunch.

For example: Start work at 7:30 a.m., leave at 5:22 p.m. including a 30 minute lunch break.

- Individuals on day schedule shall be present from 8:00 a.m. to 4:30 p.m. (8 of the 9.375 hours) unless a specific alternative schedule is approved by the individual's supervisor.
- *Overtime in this case is defined as any authorized time worked in excess of 9.375 hours on Monday through Thursday.*
- ***Includes two eighteen-minute breaks per day***

B. **8.5 Hour Daily Work Schedule (34 hour work week and use 3.5 hours per week comp, vacation or unpaid leave) on Friday's. To be recorded on the electronic leave report.**

Work 8.5 hours Monday through Thursday plus additional ½ hour lunch.  
For example: Start work week at 8:00 a.m., leave at 5:00 p.m. including a 30 minute lunch break.

- *Overtime in this case is defined as any authorized time worked in excess of 8.5 hours on Monday through Thursday.*
- ***Includes two sixteen-minute breaks per day***

C. 7.5 Hour Daily Work Schedule (30 hour work week and use 7.5 hours per week comp, vacation or unpaid leave) on Friday's. To be recorded on the electronic leave report.

Work 7.5 hours Monday through Thursday plus additional ½ hour lunch.  
For example: Start work at 8:30 a.m., leave at 4:30 p.m. including a 30 minute lunch break.

- *Overtime in this case is defined as any authorized time worked in excess of 7.5 hours on Monday through Thursday.*
- ***Includes two fifteen-minute breaks per day***

To the extent feasible within District service needs, employees and supervisors are encouraged to use compensatory time to establish the 8.5 or 7.5 hour work days.

D. Other Option

Another option agreed to between the employee and his/her manager/Supervisor and approved by supervising Cabinet member. Options may NOT include Friday work activity that requires opening, cooling or providing utilities in College facilities.

- *Overtime in this case depends on the specific schedule developed by the employee and supervisor.*

Note: It is understood that District service needs and seniority in the job classification will be considered in determining approval/disapproval for an employee's proposed option.

Week of July 4<sup>th</sup>

When July 4<sup>th</sup> falls on a Friday or the weekend, employees will work their regular work schedule of **7.5 hours per day for full time employees, otherwise employees may work this week according to their work schedule option, but must use vacation/compensatory time to assure the equivalent of a 37.5 hour work week including 7.5 hours for the holiday.**

Lunch Break

Employees may take a ½ hour lunch, but not less than ½ hour, scheduled at or near the midpoint of each work day. **If a longer lunch is taken, the employee must extend his/her work day by the same amount of time.**

Core Business Hours

Core business hours will be 8:00 a.m. to 4:30 p.m. Monday through Thursday.

Vacation/Sick Leave

If an employee is ill or takes vacation during the time he/she would be scheduled to work based on the option chosen, the same amount of time will be deducted from his/her sick leave or vacation balances.

Part-Time Employees

Hours for part-time employees will be arranged with the supervisor.

Uncompensated Leave

Medical, vision or dental benefits will remain at the same level for employees taking up to nine (9) uncompensated leave days in order to reduce daily work hours.

Sick leave Accrual

Employees taking up to nine (9) uncompensated leave days in order to reduce daily work hours will continue to



accrue sick leave at the same rate as in compensated status.

**Off-Duty Time**

**NO** off-duty time can be scheduled to cover any time in this flexible schedule. **Off-duty time remains as previously scheduled.**

**Exclusions**

**The following departments may be excluded from this agreement: Drama, Information Technology, ESL, and Fiscal Services.** Employees whose assignments are related to special events, security, or scheduled instructional or facility rental activities on Fridays, Saturdays and Sundays shall develop their work schedule with their supervisor.

**The Alternative Summer Work Schedule should be arranged no later than May 1st and will remain in effect for the entire time period.** (Attachment R)

**7. Vacation/Sick Leave**

If a unit member is ill or takes vacation during the time he/she would have been scheduled to work based on the option chosen, the same number of hours will be deducted from his/her sick leave or vacation balances.

**8. Course Attendance.**

An employee may request to attend course(s) at an accredited institution of higher learning. Such request will be made on the "Classified (CSEA) Employee Request For Approval Of Course Attendance" (Attachment C). This request shall be submitted to the appropriate District manager for recommendation to the Cabinet. The Cabinet will approve/deny the request. Employee must receive approval prior to altering work schedule. If the request is approved the hours worked per day will be altered to accommodate the employee's schedule to attend said course(s). Should such a schedule require an employee to work beyond a seven and one-half (7.5) hour work day, the employee shall waive any claim to overtime on each day such schedule is arranged. The parties acknowledge that the appropriate District manager's recommendation and the Cabinet's approval/denial will be based on the District service needs. If the employee's request is denied, the reason(s) related to the District service needs shall be set forth in writing to the employee.

**9. Lunch Periods**

All employees shall be entitled to a duty-free lunch period after the employee has been on duty for three and three-quarter (3.75) hours. The length of time for such lunch period shall be for a period of no longer than one (1) hour nor less than one-half (.5) hour and shall be scheduled for full-time employees at or near the mid-point of each work shift. If an employee is directed to work during his/her lunch period, such time shall count as overtime or shall be offset by leaving work early based on the number of minutes worked times the overtime rate.

**10. Rest Periods**

All employees shall be granted rest periods, which, insofar as practical, shall be in the middle of each work period at the rate of fifteen (15) minutes per three and three-quarter (3.75) hours worked. The time of such rest periods shall be established by the immediate supervisor. Rest periods are a part of the regular work day and shall be compensated at the regular rate of pay for the employee.

**11. Overtime**

Except as otherwise provided herein, all authorized overtime hours as defined in this Section shall be compensated at a rate of pay equal to time and one-half of the regular rate of pay of the employee. Overtime is defined to include any time worked in excess of seven and one-half (7.5) hours in any one (1) day or in any one (1) shift or in excess of thirty-seven and one-half (37.5) 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.

For unit members having an average work day of three and three-quarter (3.75) hours or more, all hours worked beyond the work week of five (5) consecutive days shall be compensated at an overtime rate of one and one-half (1.5) times the employee's regular rate of pay on the sixth (6th) and seventh (7th) day.

A unit member having an average work day of less than three and three-quarter (3.75) hours shall, for any work required to be performed on the seventh (7th) day following the commencement of his/her work week, be compensated at the overtime rate of one and one-half (1.5) times the employee's regular rate of pay.

When an employee is required to work on a day which falls on a scheduled holiday, (see Article 9: Holidays), the District shall provide payment at time and one-half in addition to the employee's regular straight time holiday pay, or compensatory time off at the rate of time and one-half in addition to the regular holiday pay.

The method by which all overtime shall be compensated (cash or compensatory time off) shall be at the discretion of the District; however, an employee may request a preference as to the method of compensation. Compensatory time shall be taken at a time mutually acceptable to the employee and the District within twelve (12) months of the date of which it was earned. If the employee is not permitted to take the compensatory time within the twelve (12) month period then the employee shall be paid in cash within one (1) month of expiration of the eligibility date.

Compensatory time may not be earned or taken without prior approval from employee's supervisor. The employee shall report Compensatory time earned on the *Monthly Compensatory Time Worked Report*, in actual hours worked and authorized by the employee's supervisor (see Attachment K).

Compensatory time taken shall be reported electronically through the Leave Report system. Compensatory time balances shall be printed on employee's end of month payroll checks and shall be available through the Electronic System to both employees and department managers.

The District shall attempt to distribute overtime as equally as is practical among employees in the bargaining unit within each department.

**12. Minimum Call-in Time**

An employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.

**13. Minimum Call-back Time**

Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the appropriate rate of pay under this Agreement.

**14. Right of Refusal**

When an employee has an emergency, he or she may reject a request to perform overtime, call-in or call-back work. If the employee's immediate supervisor does not agree that an emergency exists, the employee may, at his or her option, request review of the matter at the next level of supervision, however, pending such a determination, the employee may be required to perform work as described herein beyond regular hours.

**15. Rest Facilities**

The District shall make available at each campus, lounge and lavatory facilities for classified employees use on regular work days, and by pre-arrangement on other days.

## ARTICLE 7

### SALARY

#### 1. Salary Schedule

##### a. 2013/2015 (Attachment D)

- Implement the CSEA/MCCD Equity Study effective March 1, 2014.
- All full time employees on payroll as of December 1, 2013, will receive a one-time, off schedule payment of \$1,000 in January of 2014. All part-time employees will receive a pro-rated amount.
- Effective July 1, 2014, wages of all CSEA classifications to be increased by 1%.
- Effective January 1, 2015, wages of all CSEA classifications to be increased by 1%.

Squaring of the Salary schedule at a 2.5% between range formats. No employee will incur a reduction in pay in the implementation of the revised salary schedule.

The effective date of the new salary schedule shall be the first of the month, following 60 days from Board approval.

Placement on the salary schedule for promotion shall be a minimum of 5% on the salary range, with placement on a step within the higher range, but in no event above the top step of the new range. Longevity will be decoupled from the Salary schedule and calculated on an employee's placement on the Salary schedule. The language below addresses these issues.

Pursuant to Government Code Section 20615, the District shall pay the normal employee contribution to the Public Employee's Retirement System.

Step increases and longevity, where appropriate, shall be granted for the duration of this Contract.

The Salary Schedule shall reflect a five percent (5%) difference between steps.

Longevity increments are computed on the step of the salary range of the classification to which employee is assigned, as follows: The first longevity increment is computed at 4.5%. The second longevity increment is computed at 7.5% (which includes the first increment). The third longevity increment is computed at 12.5% (which includes the first and second increments). The fourth longevity is computed at 17.5% (which includes the first, second and third increments). The fifth longevity step is computed at 19.5% (which includes the first, second, third, and fourth increments).

#### 2. Placement and Movement on the Salary Schedule

- a. All new employees shall be placed on the Salary Schedule according to the terms and conditions of this Agreement.
- b. The Executive Director of Human Resources and Labor Relations or designee is authorized to credit for placement on the Salary Schedule past service of an applicant for employment in this District. In a position requiring specialized training, or one found to be difficult to recruit for, or when an applicant has highly desirable qualifications in excess of the minimum required, credit for experience may be given to the extent of placing the employee on a higher step, not to exceed step 3.

- c. An employee temporarily or permanently promoted to a position on a range higher on the Salary Schedule shall receive the salary of the newly assigned position. Credit will be granted for all time served in a temporary position when an employee is returned to his or her permanent position. An employee who is promoted or reclassified shall be placed on a step within the new range that is at least but not limited to 5% above the previous step of the lower range, but if the highest step on the range is less than 5%, the employee will receive the highest step. An employee who is demoted for cause, or accepts a voluntary demotion, or is otherwise transferred to a position having a lower range on the Salary Schedule shall receive the salary on the lower range to which the employee would be entitled if credited for experience and service in the employ of the District.
- d. On recommendation of the supervisor, an employee shall advance one (1) step within his/her salary range effective as follows:
- e. Employees shall be eligible for a step increase on their anniversary date. Their anniversary date is on the first day of the month following twelve (12) months of service in the position and this day and month, yearly, thereafter.
- f. Unless the employee receives or their supervisor indicates that they will receive an unsatisfactory performance evaluation, the employee will move to the next step.
- g. If an unpaid leave exceeds ninety (90) calendar days in a fiscal year, the entire leave is added to the waiting period for the next step. The date for subsequent step increases for Steps 1 through 5 is then changed to the new extended date.

### **3. Longevity Recognition**

Longevity pay shall be granted monthly to all eligible employees, on the following basis:

- a. Those employees who achieve eligibility for an increment, as designated below, are given their increment on their original anniversary date based on the date of hire in the first CSEA position held at the college. In case of promotion, if the employee is on a longevity step, employee retains the longevity increment and eligibility for their next longevity increments based on the years of creditable services listed below.
  1. A first increment for eight (8) years of creditable service.
  2. A second increment for ten (10) years of creditable service.
  3. A third increment for thirteen (13) years of creditable service.
  4. A fourth increment for sixteen (16) years of creditable service.
  5. A fifth increment for twenty (20) years of creditable service.
- b. Creditable service shall not include leaves of absence without pay for periods exceeding ninety (90) days in any fiscal year. If an unpaid leave exceeds ninety (90) calendar days in a fiscal year, the entire leave is added to the waiting period for the next longevity increment. The date for subsequent longevity increment increases is then changed to the new extended date.

### **4. Steps after Termination and Reappointment**

When an employee resigns or is laid off and is subsequently re-hired, a new anniversary date is constructed for purposes of step placement. The new date recognizes prior service, but deletes the break in service. The break in service does not count as time served.

## **5. Pay and Allowances Provisions**

- a. The regular rate for each position in the bargaining unit shall be in accordance with the rates established for each class as shown in the appropriate salary schedule.
- b. All regular paychecks of employees in the bargaining unit shall be itemized to include all deductions.
- c. All employees in the bargaining unit shall be paid once a month, payable on the last working day of the month. If the normal payday falls on a holiday or weekend, the paycheck shall be issued on the preceding workday.
- d. Any employee in the bargaining unit required to use his/her vehicle on assigned District business shall be reimbursed at the Internal Revenue Service allowable rate per mile for all approved miles driven on behalf of the District.

## **6. Compensation for Working-Out-Of-Class**

- a. Employees of the unit shall not be required to perform duties which are not fixed and prescribed for their positions by the Governing Board unless the duties reasonably relate to those fixed for the position by the Board for any period of time which exceeds five (5) work days within a fifteen (15)-calendar day period except as authorized herein. An employee may be required to perform duties outside of his/her classification for a period of time which exceeds five (5) work days provided that his/her salary is adjusted upward for the entire period he/she is required to work outside of his/her classification as provided herein.
- b. An employee who is temporarily assigned with the approval of the District Human Resources Office to perform the duties in a higher classification shall be paid on a step within the new range that is at least but not limited to 5% above the previous step of the lower range, but if the highest step on the range is less than 5%, the employee will receive the highest step for all such hours worked.
- c. Prior to the commencement of an employee performing any out-of-class work, the department supervisor will complete and submit to Human Resources the agreed upon form that outlines the duties, pay and duration of the assignment. Human Resources will post the assignment internally. (Normally assignments do not exceed 6 months duration. Extensions beyond six months must be requested in writing at the beginning of the 5<sup>th</sup> month and will be reviewed for approval by HR and CSEA. (Attachment P)
- d. If the employee is assigned to duties of a position not currently found on the salary schedule, a salary adjustment shall be negotiated between the District and CSEA prior to the work being assigned.
- e. Employees in the unit may be assigned duties within an equal (i.e. same salary range) classification with no change in compensation. Employees may be assigned to duties of a lower classification with no change in compensation **unless** demoted through the layoff or disciplinary process.
- f. Duties set forth within job descriptions are those which are customarily assigned to incumbents in those positions. Duties which are reasonably related are included.
- g. Use of new or additional equipment brought about by the development or application of new technology shall be incorporated into job descriptions consistent with the level of responsibility and complexity of the job description.

**7. Payroll Options**

Modification of payroll options on payroll warrants for less than twelve (12) month employees (whose schedules do not fluctuate) who have completed their probationary period may opt to have their pay in 12 equal checks by indicating their request on their annual off duty worksheet.

**8. Professional Growth Program**

**a. Policy Statement**

The District and CSEA are hereby authorized to implement a voluntary Professional Growth Program for the clerical/quasi-technical staff of the Classified Bargaining Unit.

The Professional Growth Program shall be supervised and controlled through a Professional Growth Review Committee selected in 1982/83 by the CSEA President; and thereafter selected as provided in Section b.3 of the Professional Growth Program Rules and Regulations below.

All members of the Classified Bargaining Unit are encouraged to voluntarily participate in this Professional Growth Program.

**b. Professional Growth Program Rules and Regulations**

**1. General**

Professional growth is an organized activity designed to improve performance of employees in the classified service and to provide training for employees to gain new skills and abilities; to broaden their opportunity for promotion or absorption into other classifications, thereby enhancing the District's Affirmative Action Program; and to engage in study related activities designed to retain and extend the high standards of classified employees.

The need for professional growth activities for academic employees has long been recognized. However, in recent years the need for classified employees to increase their knowledge, awareness, and understanding of their responsibilities is also being recognized. The purpose of this program shall be to improve the standard of service of the classified staff; to extend and constantly improve the standards of on-the-job performance of classified employees; and to provide opportunities for advancement for all Classified Bargaining Unit members.

It shall also be the purpose of the Professional Growth Program to provide positive support for the District's Affirmative Action Program, in that it shall provide opportunities for employees to progress into more responsible positions.

Districts, because of declining enrollment and financial problems, are continually facing layoffs of employees. Employees should be encouraged to improve themselves or widen their knowledge of other fields so that when layoffs occur, they can be eligible for openings in these other fields in the District.

In recognition of voluntary individual efforts on the part of Classified Bargaining Unit employees to improve their job performance, the District shall provide these employees with financial awards.

## **2. Eligibility**

All permanent members of the Classified Bargaining Unit are eligible to enter the Professional Growth Program.

Any employee who is on a leave of absence as a full-time student will not be eligible to participate in the program until return to active employment; nor will future credit be granted for courses taken during the leave, as it is assumed such effort is being made for the purpose of qualifying for a substantial advancement in position.

Any employee whose application is accepted into the Professional Growth Program and who is laid off prior to completion of the total number of units to qualify for that award may submit to the Professional Growth Review Committee the units thus far completed for review to determine if the employee qualifies for a pro-rated award.

## **3. Professional Growth Review Committee Composition**

The Professional Growth Review Committee shall be composed of a maximum of five District employees to include four bargaining unit members and one management member. The four bargaining unit members shall be comprised of two clerical and two quasi-technical members, one of whom shall be a CSEA representative. Additionally, of the four bargaining unit members, two shall be representatives from the Kentfield Campus and two shall be representatives from the Indian Valley Campus. The management member shall be the Administrative Dean, Human Resources and Labor Relations or Personnel Analyst or a member of his/her staff as his/her designee.

The Classified Bargaining Unit members of the Committee shall be selected by the CSEA President. The bargaining unit members shall, be nominated by the CSEA Executive Committee and approved by a vote of the general membership.

Tenure. To achieve some continuity of membership, initially the incoming members shall draw lots for one-and two-year terms; thereafter, the terms of all committee members shall be for a period of two years.

Duties of the Committee. Evaluate all activities requested for professional growth, place unit values on all approved activities, and approve or deny applications.

Meetings shall be scheduled by the Committee as needed.

Recommend additional or revised policies as necessary to the District.

The District shall grant the Committee members release time from their regularly scheduled workday to conduct the necessary Professional Growth Review Committee activities.

## **4. Criteria for Awards - General**

Internships or in-service training programs otherwise funded or required by the District are not part of this program.



Professional Growth credits may be achieved through participation in any of the following job-related activities:

Coursework

College and Junior College Courses  
Community Education/Adult Education Courses  
Correspondence Courses (accredited)  
Trade Schools (including Business colleges)

Credit may be earned by taking courses at universities, colleges, community colleges, trade schools, adult education schools, or through correspondence.

All graded courses must be pass with a grade of "C" or higher. Non-graded courses must be passed with a "pass" or "credit".  
One unit credit will be provided for each sixteen hours of attendance.

Special Activities

Institutes/Lecture Series  
Workshops  
Educational/Professional Seminars or Conferences

An institute or lecture series is a short teaching program established for a special group concerned with some special field of work. These programs may be selected from those offered by an adult school, college, or professional groups, or may be as approved by the Professional Growth Review Committee.

One unit credit will be provided for each sixteen hours of attendance.

A workshop, an approved educational/professional seminar or conference, or employee organization conference is a series of scheduled meetings by an organization for the improvement of employee services.

One-half unit credit for each eight hours of attendance or participation, up to a maximum of one unit credit each two years.

Leadership

Holding an elected or appointed leadership office (President, Vice President, Treasurer, Secretary or similar office) in any one educational/professional or job-related organization may be applied for credit at the college, local, county, State or national level.

Two credits for each full-year service.

**5. Qualifying for the Award**

The District shall allocate a total fund of \$6,500 per year. When an employee has completed ten (10) units credit, he/she shall receive one Professional Growth Award of \$500 per year payable in a lump sum. This payment shall be considered as an "award" and shall not be considered as part of the employee's salary.

Regular employees working on a twelve-month assignment shall receive the full amount of the award. Those employees working on a ten- or eleven-month assignment basis or working fewer than 7.5 hours per day, shall receive the award pro-rated on the same basis as their vacation benefits.

The notice of Award, when approved, shall be maintained in the Human Resources employee file.

Credits will not be approved if attendance/participation occurs during the employee's normal working day and the employee is paid for service to the District at the same time.

Verification for coursework shall consist of a fee statement, program activities, or registration receipt plus a transcript or a report card. For other than coursework, evidence of completion, satisfactory to the Professional Growth Review Committee shall be submitted by the applicant for an award.

## **6. Application Procedures**

All credit for an award must have been earned no earlier than July 1, 1981.

It is the responsibility of the employee to maintain his/her own file of report cards, transcripts, or other acceptable verification of courses completed. When the employee has completed the required 10 units' credit, all records are to be submitted to the Professional Growth Review Committee for review. The Committee shall consider all requests for growth awards not later than its meeting of May 1 for awards to be granted in September of the following fiscal year.

It is hereby acknowledged that participation in the Professional Growth Program is entirely voluntary on the part of any employee and participation shall not be a requirement towards attaining any of the rights, benefits, or burdens accorded bargaining unit employees.

If an employee's application for an award is rejected by the Professional Growth Review Committee, the employee concerned may request a hearing at the next regularly scheduled Professional Growth Review Committee meeting. If the application is rejected a second time, the Committees' decision is final. The employee will receive written justification for the decision.

## **c. Staff Development Allocations**

### **1. Funding**

For the purpose of this Article and its stated purposes the College shall make available a total sum of \$2,000 per academic year to the CSEA Staff Development Committee for allocation.

### **2. Purpose of Program**

The intent of this program is to assist in the development of classified employees skills and talents in regard to their current job duties and provide opportunity for employees to gain new skills and thereby enhance promotional opportunities within the current two job families of the unit, office-clerical and technical/quasi-professional.

### **3. Eligibility**

- a. All unit members who have completed the required probationary period of employment are eligible to participate in the staff development program.
- b. Funds from this program are not available to cover costs related to development programs which have been authorized and/or partially funded by other College development programs such as Professional Growth (refer to Article 7: Salary), College course incentive program, Affirmative Action, Growth Plans, District required programs, etc.

#### **4. Definition**

The benefits of this program include necessary release time with pay, partial or full travel expenses, if any, partial or full registration/tuition fees, if any, and partial or full supply costs, if any.

Staff Development shall include courses (i.e. College and Adult Ed courses), conference, seminars, workshops, individual or group projects. Such activities must be completed within a one-day time frame.

#### **5. CSEA Staff Development Committee**

The committee shall be composed of three CSEA representatives appointed by CSEA. The purpose of the committee shall be to receive applications from bargaining unit employees for staff development and to approve or disapprove appropriate applications for fund disbursement from the District according to the criteria established in these Articles, and to specify the amount of funds to be allocated to each approved application. Included in its purpose, the Committee could decide to allocate all or part of the fund set forth in paragraph 1 for a particular type of training. The Committee shall meet one time per month to review applications and act on the requests. Applications that have been denied by the Committee shall be returned to the applicant. The denial shall include a reason for the action.

Applications that have been approved by the Committee shall be forwarded to fiscal services for final fund disbursement.

During the first six months of the academic year no more than half the funds shall be approved for expenditure for use during the first six months of the year. The Committee may take action during the first six months to approve the staff development expenses to be incurred in the second half of the academic year. In such case the amount does not count towards the first half limitation. The Committee will make decisions by majority vote with a minimum of two persons in attendance.

#### **6. Application Process**

- a. It shall be the responsibility of the individual unit member to complete the application form for staff development and to submit it to the committee in a timely manner. The Human Resources shall receive the application and date and time stamp it on behalf of the Committee.
- b. Upon completion of the form, the unit member shall submit it to his/her supervisor for the scheduling of release time. The supervisor/s approval indicates that the scheduling of the release time for the specified event is available to the applicant. Applications may not be submitted to the Committee unless/until approved by the supervisor.
- c. **Timelines.** All applications must be submitted prior to the specified event for which release time funds are being requested. Applications submitted to the Committee after the event shall be automatically denied. Unit members are encouraged to submit applications as far in advance of the event as possible so as to allow action by the Committee and advance allocation of funds as appropriate. If applications are submitted less than one month prior to the event, approved funding may be in the form of reimbursement. If the Committee does not have adequate time to act on the application prior to the event the unit member may attend the event with the approval of the supervisor but assumes the risk of all costs, including time off (compensatory time, vacation, and leave without pay) in the event that the Committee denies the application or some portion thereof. See MCCD Policy and

procedure 6.0009. Most funding will be on a reimbursement basis.

d. Application and reimbursement forms are available in Human Resources.

## **7. Criteria**

Approval by the Committee shall be made on a "first come, first serve" basis contingent on the following:

- a. You are limited to 200.00 per year.
- b. Job related or related to promotional opportunity within your job family.
- c. Form completed in its entirety with brochure and/or back up information regarding event accompanying application form.
- d. Supervisor's approval for scheduling of release time.
- e. Funds are available.
- f. Activity meets requirements under Section d. (Definition).
- g. Probationary period has been completed. Probationary employees are not eligible to receive funds.

## **8. Release Time**

The Committee shall have an annual total of 24 hours of release time. The Committee shall meet no more than one time per month and no meeting shall exceed 3 hours. Committee members shall secure approval from their supervisors for the scheduled release time.

- a. On or before May 31 of each academic year the Committee shall submit to the College a written accounting of the funds disbursed under this Article.
- b. Except for Section 1 and Section 8, this Article shall not be subject to the Grievance Procedure.
- c. Any announcements concerning conferences, seminars, workshops, individual or group projects that are received by the Staff Development Specialist will be posted in the Teaching Resource Center.
- d. In addition to the provisions set forth above the college agrees to allocate \$3,000 in addition to the amount specified in paragraph 1 above for the purpose of staff development for employees covered by the CSEA contract. Such expenditures will be directed solely by the College. In the event that the College does not allocate the full \$3,000 in any fiscal year (July 1- June 30), the unspent amount for that year will be added to the CSEA Staff Development Committee for the following year only. In that same subsequent year, the College allocation will be reduced by an equal amount. For example, if in year 1, the College expends \$2,500 instead of the full \$3,000, the following year (year 2), the College will have a total expenditure of \$2,500 and the Committee will have a total of \$2,500 for that one year. In year 3 the College would again have \$3,000 and the Committee would have \$2,000 unless the College did not spend its full amount in the prior year. In this set of examples, the full amount in year 2 for the College is \$2,500. As described above there is no carryover of funds from one fiscal year to the next.

## **9. CSEA/MCCD Equity Study Implementation**

- a. All employees hired before 1/1/13 will be placed on the salary schedule as recommended by the Ewing Study.
- b. New employees hired after 1/1/13 will be excluded, except as noted in number c below.

- c. New employees hired after 1/1/13 in the Instructional Specialist and Lab Technician classifications will be placed on the salary schedule at the range recommended at the step closest to their current salary.
- d. Each employee will be placed at one step lower than they are currently placed, with the exceptions noted in number e below.
- e. Employees in the Administrative Systems Analyst and Database Administrator classifications, which received a significant salary adjustment 7/1/13, will be placed two steps lower than they are currently placed.
- f. The longevity of each position shall be based upon the rate of pay according to the new salary schedule placement.
- g. The current number of longevity years associated with each employee shall not be adversely affected by this new placement.
- h. No employee shall be harmed (wage loss) by the implementation of this agreement.
- i. All employees who receive an increase from this agreement will not receive their next step increase until after 1/1/15.
- j. Implementation of this agreement will occur 3/1/14.
- k. It is understood that the District will adhere to the newly approved Article 14 provision to conduct salary surveys with upcoming reorganizations. These reorganizations will result in additional salary increases for a number of employees based on market analysis.
- l. CSEA and MCCD will agree on a tentative timeline for implementing reorganizations, with initial ones (IT and A&R) to occur within the next 12 months.

**10. MCCD/CSEA Cost of Living Adjustment**

- a. All full time employees on payroll as of 12/1/13 will receive a one-time, off-schedule \$1,000 in January, 2014. All part time employees will receive a pro-rated (e.g. a 0.67 FTE employee will receive \$670.00).
- b. All employees on payroll will receive an on-schedule 1% salary increase effective July 1, 2014.
- c. All employees on payroll will receive an additional on-schedule 1% salary increase effective January 15, 2015.
- d. If any collective bargaining unit receives a cost of living adjustment greater than 3% by 1/1/15, the parties agree to renegotiate this agreement.

**ARTICLE 8**  
**FRINGE BENEFITS**

**1. Medical Insurance**

The District provides health and welfare benefits as listed below.

The District's maximum contribution for medical insurance coverage shall be capped at \$1,784.79 per month. For all Kaiser plans and non-Kaiser plans see the current Self Insured Schools of California (SISC) Rate Sheet. (Attachment S)

The parties agree to meet and research cost containment options regarding health and welfare benefits, including co-pays annually prior to the effective date.

Self-Insured Schools of California (SISC) provides an additional medical plan option for out of service area medical coverage. Check with Fiscal Services if you have questions about the service area. Rates are variable.

**2. Vision and Dental Insurance**

The District will provide vision and dental benefits. The District will maintain the current level of benefits. Rate increases during the term of the contract, will be paid for by the District.

**3.** For unit members employed less than full-time, Kaiser or Non-Kaiser medical benefits rates, dental benefit rates and vision benefit rates shall be prorated according to percentage of FTE worked. This means that the monthly rate for each of the three benefit programs will be multiplied by the percentage of FTE. The result for each program is the amount the District will contribute for that program per month. The balance must be paid by the employee through the payroll deduction process. The maximum District medical program monthly contribution will be computed based on the cost of the program chosen. If a program is chosen that costs more per month than the medical cap rate, then the medical cap rate will be used in the computation.

**4.** Effective July 1, 1998, all unit members employed less than full-time per month (this does not include those employees employed full-time for less than full year) will receive an additional payment of twenty (20) dollars per month provided all of the following conditions are met:

- a.** The employee must be enrolled in a District medical benefit program, per the terms of the CSEA/District contract, during the month in which payment is received.
- b.** The employee cannot be participating in the CSEA medical benefit waiver program.
- c.** The employee cannot be receiving medical benefits per the terms of the UPM/District medical benefit program.

The payment is intended to assist these employees in paying for their health benefits.

**5.** Medical Benefit Waiver. *Effective July 1, 2014 and beyond, all new employees who work 90% or more of the full time equivalent for the applicable job classification are required to participate in the health benefits offered by the College. EXCEPTION: Self Insured Schools of California (SISC) will grandfather current full-time employees prior to July 1, 2014 who are currently opting out with proof of other group coverage. For those Unit members who are currently grandfathered for opting out on medical benefits shall be provided with a \$1200 annual payment in cash. The payment shall be reduced on a pro-rata basis for new unit members who waive coverage for less than a full year. Unit members shall have*

their waiver payments paid to them no later than December 31<sup>st</sup>. Part-time unit members eligible for benefits set forth in this Article shall be provided a pro-rata benefit amount based on the proportion of the part-time assignment to a full-time assignment.

To be reinstated into the medical plan, a unit member must apply during the annual open enrollment period.(Attachment E).

6. Effective January 1, 1994, the District discontinued participation in the State Disability (SDI) program for employees of the bargaining unit represented by CSEA and began participation in the Short Term Disability (STD) and Long Term Disability (LTD) programs for employees of the bargaining unit represented by CSEA. STD and LTD premiums shall be paid by the employee.
7. If lower rates are executed with the carriers, the rates listed in Section 1.a of this Article will be subject to negotiation.
8. The District shall continue to provide the established monthly contributions during the absence of any employee in the bargaining unit who is on an approved uncompensated leave for medical reasons. The District may at its option and at its expense, seek medical opinions beyond those which the employee is required to provide under other provisions of this Agreement, in order to determine applicability of this provision. Failure of the employee to continue to contribute his or her normal monthly contribution under this Article will result in termination of the District's contributions and removal of the employee from participation in such District-sponsored fringe benefit programs. This termination shall follow written notification of the employee's failure to pay. The notification shall be sent at least five (5) working days prior to the date the employer remits the list of covered employees to the carrier.

9. **Term Life Insurance**

The District will provide term life insurance of \$50,000 for each employee at no charge to the employee.

10. **Accidental Death and Dismemberment**

The District will provide access to an Accidental Death and Dismemberment Policy for unit members. Costs associated with said Policy shall be paid for by the employee.

11. **Retirement Benefits**

Upon approval of the carrier, the District shall agree to contribute premium costs, not to exceed amounts and subject to the limitations on District contributions that are detailed in Section 1 for medical and dental coverage. To qualify employees must be current, permanent employees who retire after ten (10) years of active, permanent service, (excluding any period of uncompensated leaves for any reason) immediately prior to retirement and who retire at or after age fifty (50). One (1) eligible dependent shall also be covered. No employee terminated for cause or who retires or resigns while disciplinary charges are pending, qualifies for this benefit. This provision shall not be retroactive and shall only apply provided such eligible retirees contribute their contributions (if any) on a timely basis. Failure of the retiree to contribute his or her normal monthly contribution (if any) under this Article will result in termination of the District's contributions and removal of the retiree from participation in such District-sponsored fringe benefit program. This termination shall follow written notification of the employee's failure to pay. The notification shall be sent at least five (5) days prior to the date the employer remits the list of covered employees to the carrier. If the District no longer provides a specific health or dental plan as provided at the time of retirement, the retiree may select a plan as made available each fiscal year to current employees in the unit, subject to the same District contribution limits as applicable to current employees in the unit. The retiree may change carriers during the annual open period. District contributions will cease under this provision at the end of the month in which the retiree reaches his or her seventieth (70<sup>th</sup>) birthday, or dies, whichever is sooner. Upon approval by

the carrier(s), all retired employees may continue coverage for Vision Service Plan, as provided in Section 1, by prepaying the premiums. The above listed benefits are available for all employees hired by 3/1/87. Employees hired after 3/1/87, will not be eligible for the retirement benefits included in this paragraph.

**12. Advisory Benefits Committee**

An Advisory Benefits committee shall be convened if the District chooses to explore alternative insurance options. CSEA shall have no fewer representatives than any other district employee organization on the committee.

**12. Domestic Partners**

**a. Definitions.**

Qualifying Partner. Any full-time permanent/probationary unit member who meets the criteria below.

Domestic Partner. Any partner of a qualifying partner who meets the criteria.

Domestic Partnership. Domestic partners are two persons, each aged 18 or older, who have chosen to live together in a committed relationship, and who have agreed to be jointly responsible for living expenses incurred during the domestic partnership.

Live Together. "Live together" means that two people share the same living quarters. Each partner must have the legal right, documented in writing, to possess the living quarters.

Living Expenses. "Responsible for living expenses" means that the partners are jointly responsible for the common welfare and financial obligations of each other which are incurred during the domestic partnership.

**b. Eligibility and Enrollment Criteria**

In order to enroll for coverage of the domestic partner, the qualifying partner and his/her domestic partner must complete, sign under penalty of perjury, and file with the District an affidavit (Attachment F) attesting to their meeting eligibility requirements, as provided below.

In order to be eligible for domestic partner coverage, the following criteria must be met:

1. The benefit must be one for which the qualifying partner's spouse would be eligible, if the qualifying partner was married. Such benefits include medical, dental and vision coverage. Retirement Medical Insurance, Life Insurance and Disability Insurance are not included. Benefits will not be provided for the dependents of the domestic partner.
2. The qualifying partner and the domestic partner must be domestic partners according to the definition in Section a. above.
3. Both members of the domestic partnership must have reached the age of 18 and be mentally competent to consent to a contract.
4. The qualifying partner and domestic partner must be each other's sole domestic partner.
5. Neither member of the domestic partnership may be married.



6. Neither member of the domestic partnership may have had another domestic partner within the previous six months, unless that domestic partnership terminated by death.
7. Neither of the domestic partners is related to the other by blood as would prevent them from marrying under California law (i.e., parent, child, sibling, half-sibling, grandparent, grandchild, niece, nephew, aunt, uncle).
8. The domestic partners must share the same principal place of residence and intend to do so indefinitely. They must disclose the address of that residence.
9. The domestic partners must agree that they both are jointly responsible for the common welfare and financial obligations of each other which are incurred during the domestic partnership. The partners' practice need not be to contribute equally to the cost of the living expenses as long as they agree that both are responsible for the total cost.
10. The domestic partners must acknowledge that they understand and agree that the qualifying partner may make health plan and other benefit elections on behalf of the domestic partner.
11. The domestic partners must acknowledge that the District may require supportive documentation satisfactory to the District concerning any and all eligibility criteria. Such documentation may include a deed showing joint ownership of property, a lease stating both partners' names as lessees, a joint bank account, or other similar documentation.
12. The domestic partners must acknowledge that they understand that in addition to the eligibility requirements of the District for domestic partner coverage, there are terms and conditions and limitations of coverage set forth in the offered benefit plans themselves. The domestic partners must agree that by executing the affidavit, each agrees to be bound by the terms and conditions of coverage of the plans.
13. The qualifying partner must acknowledge that he or she understands that under applicable federal and state tax law, District-provided benefits coverage of the domestic partner could result in imputed taxable income to the qualifying partner, subject to income tax withholding and applicable payroll taxes.
14. The domestic partners must agree to notify the District within 30 days if there is any change of circumstances attested to in their affidavit. The notice is to be in the form of an amendment of their affidavit. The domestic partner must agree that the qualifying partner may terminate the domestic partner benefits unilaterally, at any time, irrespective of the view of the domestic partner. If the qualifying partner executes such an option, that qualifying partner shall notify the domestic partner as soon as possible that his/her benefits have been terminated and it shall be sole responsibility of that qualifying partner to make such notification.
15. The domestic partners must acknowledge that they understand that, if either has made a false statement regarding his/her qualification as a domestic partner or has failed to comply with the terms of the affidavit, the District shall have the absolute right to terminate any and all of the domestic partner's benefits in accordance with the eligibility procedures specified in the health benefits plan. Additionally, if the District suffers any loss thereby, the District may bring a civil action against either or both of the domestic partners to recover its losses, including reasonable attorney's fees and court costs.
16. The domestic partner must acknowledge that the District Administrator of any benefit plan will initially determine whether a domestic partner is qualified for benefits. Disputes shall be resolved as provided for in Article 16 of the agreement.

**13. Procedures for College Payment of Employee Fees**

The purpose of the program is to promote staff development and opportunities for continued education while at the same time maximizing class productivity/income.

- a. The program will be available to any permanent full or part-time employee who is a member of CSEA, Chapter 196.
- b. Eligible classes will include Credit courses only.
- c. It is understood that employees will attend classes only during normal off-duty periods. Any exceptions must be in accordance with union contract provisions and a note, indicating immediate supervisor's approval, must be attached to the Application for Employee Class Fee Payment.
- d. A Credit Application for Admission must also be completed if the employee has not been enrolled in the past 12 months.
- e. Prior to Census Date, the employee must bring to Enrollment Services, or send through campus mail, an Application for Employee Class Fee Payment (available in Enrollment Services) together with appropriate enrollment forms and fees, if applicable.
- f. The program will include college payment of the current per unit enrollment fee and a waiver of the student representation fee and health fee. Employee students will be responsible for any materials fees plus the cost of books and supplies. (Non-resident tuition will not be paid.)
- g. Employee students must stay enrolled through Census Date of the class.
- h. Employee students are subject to the same academic standards, rules, and regulations affecting all other students at the college.
- i. An employee student granted College payment in any one semester will not be eligible for the College payment or the waivers in the following semester if the employee student fails to successfully complete the class (if the program is offered again).
- j. If an employee is granted College payment and waivers for any one semester and wishes to reapply for the following semester, he/she should register, and once the grades for the previous semester are in, the College will verify successful completion of the course(s).
- k. In the event that the College of Marin exceeds the state funded cap, CSEA and the District agree to meet to re-evaluate the Program.

## ARTICLE 9

### HOLIDAYS

I. Classified employees shall be allowed the following holidays with pay if in paid status on the holiday

Holidays:	2014 - 15
Independence Day	Friday, July 4, 2014
Labor Day	Monday, September 3, 2014
Veteran's Day	Tuesday, November 11, 2014
Thanksgiving Holiday	Thursday -Saturday. November, 27-29, 2014
Winter Holiday	Wednesday December 24 -December 31, 2014
New Years Day	Thursday, January 1, 2015
Martin Luther King, Jr. Day	Monday, January 19, 2015
Presidents Day	Friday, February 13, 2015
Presidents Day	Monday, February 16, 2015
Spring Holiday	n/a
Memorial Day	Monday, May 25, 2015

When the 2015-2016 academic year calendar is determined, MCCD and CSEA will negotiate the dates of holidays that are not established by law.

- a. Winter Holiday Week replaces the following days: Day before Christmas; Christmas Day; Day before New Years; New Years Day; Admissions Day and includes one additional holiday and, if needed, Spring Holiday.
- b. An employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday. Holidays that occur during an off-duty period shall not be paid, except less-than-12-month employees who are not scheduled to work during the Winter Holiday period shall be paid for the following holidays: Christmas Day; New Years Day, and the Friday preceding Spring Holiday.
- c. Commencing with Spring Semester 1994, a unit member who temporarily reduces his/her load (FTE) in any one semester will have any holiday which occurs in that semester paid proportionate to the reduction in assignment; a unit member who temporarily increases his/her load (FTE) in any one semester will have any holiday which occurs in that semester paid proportionate to the increase in assignment. The Winter holiday shall be paid proportionate to the assignment in any Fall semester. The unit member shall sign the "Classified (CSEA) Employee Memorandum of Understanding Regarding Holiday Pay and other Benefits Relative to Increase/Reduction in Assignment" form (Attachment G) acknowledging the holiday reduction or increase when the assignment is made.

#### 2. Additional Holidays

Any day declared a holiday by the Governing Board shall be a paid holiday for all employees in the bargaining unit. Article 9.3 and Article 9.4 apply to these holidays.

## ARTICLE 10

### VACATION

1. Effective with the implementation of the District's integrated management system, vacation benefits will be credited on a monthly basis.
2. Each full-time active employee shall be entitled to the following vacation rights:

#### Twelve-Month Employees

One (1) through three (3) years of service: 7.5 hours of vacation per month

Commencing with the fourth (4th) through completion of ten (10) years of service: 9.375 hours of vacation per month

Commencing with the eleventh (11th) year of service: 12.5 hours of vacation per month

Commencing with the fifteenth (15th) year of service: 13.75 hours of vacation per month

Employees working less than twelve (12) months per year and/or less than full-time (7.5 hours per day) shall receive a pro-rata vacation accrual.

3. An employee shall request vacation by submitting the "Classified Employee Request for Approval of Vacation" form (Attachment H) to his/her supervisor/manager. The supervisor's response shall be indicated on the employee's vacation request form. The supervisor shall make reasonable effort to respond within ten working days of the receipt of the request. The parties acknowledge that the supervisor's decision will be based upon the needs of the district.
4. Each employee who is separated from employment after completing six (6) months of continuous service with the District shall be entitled to payment in lieu of all unused vacation leave which he/she may have accumulated as of his/her last day of work provided that, in case of resignation, the employee gives the department manager and the District Human Resources two (2) weeks written notice before the effective date of resignation. The District may direct the use of vacation, except in layoff situations, prior to termination so that the balance remaining at termination does not exceed ten (10) days. In the event of a deceased employee, payment therefore shall be made to his/her estate or as otherwise provided by probate law.
5. Vacation will be capped at 240 hours for all employees who have been employed for more than one (1) year.
6. Earned vacation shall not become a vested right until completion of the initial six (6) months of regular employment.
7. If a previously approved vacation becomes due when an employee is on leave due to illness or injury, upon request of the employee the district shall reschedule the vacation dates based upon availability.
8. Holidays are not counted as vacation days.
9. If an employee (while on vacation) becomes ill and provides supporting information or requires hospitalization or is eligible for a bereavement leave, these days may be charged to the appropriate leave and the vacation leave will be credited to the employee's account.

- 10.** If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest seniority based on first date of paid service with the District as a classified employee shall be given his/her preference.
- 11.** If the District does not permit an employee to take all or any part of his/her annual vacation, the amount not taken in excess of the cap shall be paid out. Payment shall be made within (60) days.
- 12.** No supervisor shall deny an employee a scheduled vacation without first obtaining a review of the decision by the next higher level administrator, if requested by the employee.
- 13.** Vacation shall be taken in increments equal to at least one-half (.5) hour.
- 14.** Vacation leave shall be reported in the month in which the leave is taken, by the employee submitting leave on electronic leave report, prior to commencement of vacation. Due date for electronic leave report shall be the employee's last work date for the month, but no later than the last working day of the month. Employees will be required to use the Absence Report for Late Submissions form if they fail to submit their leave on time. (Attachment T)
- 15.** Instructional Assistants/Instructional Specialists who work nine (9) months or less, may request vacation. Any unused vacation will be paid at the end of each fiscal year. Payments will be made no later than August 15<sup>th</sup> of each year.

## ARTICLE 11

### LEAVES

#### 1. **Bereavement Leave**

- a. A member of the unit shall be granted bereavement leave at full pay for three (3) days, or five (5) days if one-way travel of 300 miles or more is required, on account of the death of any member of his/her immediate family. Members of the immediate family means the employee's spouse, mother, father, brother, sister, grandmother, grandfather, child, grandchild, son-in-law, daughter-in-law of the employee or of the spouse of the employee, or any person living in the immediate household of the employee.
- b. An employee shall be entitled to use up to four (4) hours of accumulated sick leave to attend the funeral of a person with whom he/she has had a personal relationship or that of a fellow District employee. This time will be charged against Personal Necessity Leave.
- c. Bereavement leave used shall be reported in the month in which the leave is taken, by the employee submitting leave on electronic leave report.

#### 2. **Jury Duty**

A leave with pay shall be granted to employees called for jury duty in the manner provided for by law. Evening employees shall have leave with pay provided the employee is required to remain on jury duty after 12:00 noon. An employee who receives a jury duty summons shall submit to Human Resources, a verification from the Jury Commissioner's Office specifying the dates and times served by the employee. Payment shall be made to the District in the amount of statutory fees which the employee has received for attendance as a juror, excluding the statutory mileage fee.

Jury duty shall be reported in the month in which the leave is taken, by the employee submitting leave on electronic leave report.

#### 3. **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.

Military leave shall be reported in the month in which the leave is taken the employee submitting leave on electronic leave report.

#### 4. **Sick Leave**

- a. Every classified employee employed five (5) days a week by the District shall be entitled to one (1) day per duty month leave of absence due to illness or injury with full pay.
- b. Classified employees employed five (5) days a week for less than a full fiscal year are entitled to that proportion of twelve (12) days leave of absence for illness with pay as the number of months employed bears to twelve (12).
- c. Classified employees employed less than five (5) days a week and for less than a full fiscal year are entitled to that proportion of twelve (12) days of leave of absence for illness or injury with pay as the number of days employed per week bears to five (5).
- d. When an employee is absent from duties on account of illness or accident for a period of five (5)

months or less, the amount deducted from salary due for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill the position during the absence. This difference pay shall be paid following the exhaustion of all regular sick leave, accumulated compensatory time, vacation, or other available paid leave.

- e. Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.
- f. Sick leave need not be approved prior to taking such leave, and such leave may be taken at any time during the year. It shall be the responsibility of the employee to contact their immediate supervisor or designee on the first day of the absence at the beginning of the shift (if possible), and provide an estimated return to work date if available. If the employee is unable to return to work on his/her estimated return to work date, the employee shall contact his/her immediate supervisor, designee or the Human Resource Office and provide another estimated return to work date. This notice shall be given no later than the original estimated return to work date. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after the completion of six (6) months of active service for the District.
- g. If the employee does not take the full amount of leave allowed in any year under this Section, the amount not taken shall be accumulated from year to year.
- h. All employees shall indicate their intention to return to work the following day by contacting their immediate supervisor or their designee before the close of the work day. Evening employees shall notify by 10:00 a.m. of the day of their return to work.
- i. If an employee fails to give notice within the time specified of the intention to return to work and a substitute appears for the day's work as a result of failure to receive such notice, the substitute shall receive a full shift substitute pay and this amount shall be deducted from the employee's salary for that month, or, at the option of the employee, one day of vacation shall be deducted.
- j. A sick day, once commenced, may not be reinstated as a working day unless approved by the immediate supervisor. Medical appointments for a portion of the work day may be taken as sick leave.
- k. No payment for sick leave shall be made unless submitted by the employee on the form specified by Human Resources and signed by the employee and the immediate supervisor.
- l. The District may require certification from a physician or other proof of illness or that of a person authorized by any well-recognized religious sect, denomination or organization to treat people, for days of absence due to illness or accident. Normally, this shall be done when the absence exceeds five (5) days.
- m. After an employee has been absent for five (5) or more consecutive days, the District may require certification from a physician or that of a person authorized by any well-recognized religious sect, denomination or organization to treat people as to the employee's fitness to return to work.
- n. When requested by the District, an employee shall undergo an examination by a doctor selected jointly by the employee and the District. In the event that the District and the employee are unable to agree upon a doctor, a doctor will be selected by the County Medical Association and both parties shall be bound by that decision. The employee shall authorize the examining doctor to release the results of the examination to the District. The District shall pay the costs of such examination.
- o. Sick leave must be utilized in at least one-half (.5) hour increments.

- p. Sick leave used shall be reported electronically within the month taken. Employee will be required to use the Absence Report for Late Submissions form if they fail to submit their leave on time. (Attachment T)
- q. **Use of Sick Leave to care for the Illness of Family Members.** An employee may use up to six (6) days of accrued sick leave to care for the illness of the employee's spouse, domestic partner, mother, father, brother, sister, grandmother, grandfather, child, grandchild, son-in-law, daughter-in-law, or those of the employee's spouse. All conditions and restrictions on use of sick leave as outlined in this Article apply. This allocation is distinct from the sick leave allowance for Personal Necessity as outlined in Section 8. of this Article in the CBA.

## 5. **Catastrophic Leave**

Bargaining unit members may donate accumulated and unused vacation to a catastrophic leave program for the purpose of benefiting another bargaining unit member who has suffered a long-term illness or disability and who has exhausted all fully paid leaves.

Donated hours shall be converted for utilization on a day-for-day basis, resulting in the recipient being paid at his/her regular rate of pay. CSEA shall maintain records and decide eligibility and inform MCCD in writing which employees' vacation is to be debited and which credited. Once donated, days may not subsequently be returned to the unit member.

## 6. **Pregnancy Disability Leave**

- a. In cases of pregnancy disability, female employees shall be granted a leave of absence upon written application to the Superintendent/President or designee through the immediate supervisor. The beginning and ending date of the leave shall be determined by the Superintendent/President or his/her designee on the basis of the employee's physical condition as certified by her physician, in the best interests of the welfare of the employee and the District.
- b. Any period of actual physical disability connected with a disability cause or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, shall be treated as any other physical disability, and any accrued sick leave or other salary continuance benefits shall be available to the employee. Physical disability, for purposes of this policy, shall be defined as a period during which the employee is unable to perform job-related duties. The period of actual disability shall be supported by written statement from the employee's physician, provided, however, that the District may, at its option, obtain other medical opinion.
- c. The period of medical disability due to pregnancy shall be treated in the same manner as other absences for illness.
- d. Leave for beyond the period of actual physical disability may be granted in accordance with the provisions pertaining to other uncompensated leaves. No compensation, sick leave, or employee benefits will be granted.
- e. The date which the employee may return to her position after pregnancy shall be determined by mutual consent of the employee, her immediate supervisor and the Executive Director, Human Resources and Labor Relations or Senior Human Resources Analyst.
- f. This policy shall not be construed so as to deprive any employee of sick leave rights under other sections of the Education Code for absence due to illness resulting from pregnancy.
- g. The leave of absence shall be reported in the month in which the leave is taken, by the employee submitting leave on electronic leave report.



**7. Industrial Accident & Illness Leave**

- a. Employees shall be allowed up to sixty (60) working days leave in any year for the same accident.
- b. Allowable leave shall not be accumulative from year to year.
- c. Industrial accident or illness leave will commence on the first (1st) day of absence.
- d. Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this state, exceed the normal wage for the day.
- e. Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under workers' compensation.
- f. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury occurred, for the same illness or injury.
- g. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving workers' compensation, the person shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensation time, vacation or other available leave which, when added to the workers' compensation award, provide for a full day's wage salary.
- h. During all paid leaves of absence, whether industrial accident leave as provided in this Section, sick leave, vacation, compensated time off or other available leave provided by law or the action of a governing board, the District shall endorse to the employee wage loss benefit checks received under the worker's compensation laws of this State. Checks will be mailed to employee's home with no deductions taken within ten (10) working days of receipt of wage loss benefit check by the District. The District shall issue the employee appropriate warrants for payment of wages or salary, and shall deduct the amount of the workers' compensation wage loss benefit checks from the employee's normal paycheck. The District shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this Section.
- i. When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a reemployment list for a period of 39 months without pay. When available, during the 39-month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case, the person shall be listed in accordance with appropriate seniority regulations.
- j. Any employee receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.
- k. The leave of absence shall be reported in the month in which the leave is taken, by the employee submitting leave on electronic leave report.

**8. Personal Necessity Leave**

- a. Days accumulated for sick leave purposes may be used by an employee, at his/her election, in cases of personal necessity. No such accumulated leave in excess of seven (7) days shall be used in any one fiscal year for personal necessity purposes.

Personal necessity is defined as any of the following:

1. Death or serious illness of a member of his/her immediate family when additional leave is required beyond that provided in Section 1 above.
2. Accident involving his/her person or property, or the person or property of a member of his/her immediate family.
3. Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction, including adoption hearing.
4. To conduct legal or other personal and pressing obligations which require the presence of the employee during regularly scheduled working hours in order to prevent a familial or financial hardship. Such obligations do not include any extension of holidays and/or weekends or any recreational matters of personal convenience.
5. Religious holidays.

"Immediate family" is defined in Section 1.a. above.

- b. Advance permission shall not be required for leave taken under Sections a.1 and a.2 above.
- c. The unit member shall submit a written request to his/her immediate supervisor designating which section "1" through "5" is involved, but shall not require any statement of reason beyond such designation. Such written request shall be signed under penalty of perjury (affidavit). This request shall be submitted prior to taking the leave except as specified in Section b above.
- d. The sick leave used for personal necessity shall be reported in the month in which the leave is taken, by the employee submitting leave on electronic leave report.

## **9. Uncompensated Leave**

The District recognizes that in certain instances, a classified employee may wish extended leave for personal reasons and that the District could benefit from the return of said employee. The District reserves the right to specify the conditions under which uncompensated leave may be taken.

### **a. Purpose**

Uncompensated leave may be taken for the following purposes:

1. Study
2. Training
3. Personal
4. Child Rearing
5. Adoption
6. Parental
7. Medical

### **b. Eligibility**

Uncompensated leave may be granted to permanent employees only. An employee shall have completed at least one (1) year of service with the District to be considered for uncompensated leaves requiring District approval. Leaves consisting of twenty-two (22) working days or less in duration per fiscal year do not require Board approval and a minimum service requirement is not

needed for such leaves.

**c. Application**

Requests for uncompensated leave of more than twenty-two (22) working days (long-term) shall be made to the Superintendent/President through the immediate supervisor at least thirty (30) calendar days in advance of the desired start date. Uncompensated leave of twenty-two (22) working days or less (short-term) shall be requested at least fourteen (14) calendar days in advance of the desired start date for approval by the appropriate administrator through the immediate supervisor. Special consideration shall be given to emergencies.

Employees may withdraw their request for long-term uncompensated leave no later than fourteen (14) calendar days prior to the commencement of the long-term leave.

**10. Period of Leave**

Any long-term uncompensated leave may be granted for an initial period of up to six (6) months. The beginning and ending dates of the leave shall be set, as mutually agreed, in the written request. Uncompensated leaves of more than twenty-two (22) working days may be extended following thirty (30) calendar day advance notice which must be approved through the established lines of authority. The leave of absence shall be reported in the month in which the leave is taken, by the employee submitting leave on electronic leave report.

**11. Employee/Family Care Leave**

It is the intent of this Section of the collective bargaining agreement to make available to unit members leave under the Federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) (Government Code Section 12945.2). This Section shall be applied and interpreted in accordance with the state and federal law and regulations.

**a. Eligibility:** A unit member who has worked in the District for 12 continuous months and a minimum of 1,250 hours during the previous 12 months is eligible for the leaves described below. Unit members who work less than 12 months each year, are considered to have met the 12 month requirements so long as they meet the 1,250 hour requirement.

**b. Purposes for Which Leave May be Taken:**

1. Birth, adoption or foster care placement of a child (within one year of event).
2. Care of a family member with a serious health condition:
  - a. Family member includes spouse (husband or wife), parent, (including person who stood in loco parentis to the employee), child (including foster, step and adult children and legal wards).
  - b. Serious Health Condition is defined as any illness, injury, impairment or physical or mental condition that requires either inpatient care in a hospital, hospice, or residential care facility, or continuing treatment by or under the supervision of a health care provider.
3. Unit members own serious health condition (except that CFRA excludes pregnancy disability which is covered under Government Code Section 12945 b.(2)).

**c. Duration of Leave:**

1. All leave is unpaid.
2. Leave may be taken for a total of 12 work weeks in a 12-month period.
3. Leave is pro-rated for part-time employees.
4. Intermittent leaves in the form of reduced work day or work weeks may be taken due to a single illness or injury, i.e. for chemotherapy, radiation, kidney dialysis or other treatments of a similar nature.
5. Intermittent leaves as defined c.4. above shall be scheduled, to the extent possible, to minimize disruption to the District. An employee who requests leave on an Intermittent or a reduced leave schedule may be required to transfer temporarily to a position that better accommodates recurring periods of absence than the employee's regular position.

**d. Time for Commencement of Leave**

1. Leave for birth, adoption or foster care placement of a child must commence within one year of the birth, adoption or foster care event. Leave need not all be taken at one time.
2. The unit member shall be required to first use personal necessity, if available, but not sick leave for situations other than the unit member's own serious health condition.
3. If the situation is the unit member's own serious health condition, he/she shall be required to first use sick leave, accrued vacation, compensatory time, and five month "differential" leave.
4. Pregnancy disability leave is treated separately under CFRA (See Government Code Section 12945 b. (2)).

**e. Employee Notice:**

1. If the need for leave is foreseeable, the unit member shall provide the District with reasonable (at least 30 days) written notice.
2. If the need for the leave is unforeseeable, notice must be given as soon as practicable.
3. The District may deny the leave for failure to provide notice if:
  - i. The unit member had no reasonable excuse for failure to give notice;
  - ii. The unit member actually knew of the notice requirements; and
  - iii. The need for leave was clearly foreseeable.

**f. Continuation of Benefits:**

1. The District will continue to pay the unit member's health benefits to the same extent the District would have paid for such benefits if the unit member would have continued working.
2. If the unit member does not return at the end of the leave, the District will collect from the unit member the amount expended for benefits unless the failure to return is because of disability or other reasons beyond the control of the unit member.

3. The District will not continue to pay for dental and vision benefits. The unit member can make arrangements to pay for these benefits, if he/she wishes them to continue.
  4. The District and the unit member cannot continue to pay the retirement contributions because the unit member must be in paid status for these contributions to continue.
  5. The unit member cannot continue the STD/LTD payment because the unit member must be in paid status to make this payment.
- g. **Status While on Leave:** Leave does not constitute a break in service for purposes of seniority or longevity.
- h. **Husband and Wife Employees:** If both spouses are employed by the District, the aggregate leave for both employees is limited to 12 weeks for the care of a newly arrived child (birth, adoption or foster care placement) or a sick parent. For other purposes, such employee is entitled to 12 weeks of leave.
- i. **Medical Certification of Serious Health Condition**
1. The unit member shall provide to the District medical certification of the serious health condition of a child, spouse or parent and a statement that the serious health condition requires the participation of a family member to provide care.
  2. The unit member shall provide to the District medical certification of his/her own serious health condition and the inability to perform the functions of his/her position.
  3. Medical certification may be provided by a physician, osteopath or other health care provider designated by the Secretary of Labor. (Attachment L)
  4. The District may, at its expense, require additional medical evaluation and certification of the unit member's own serious health condition (but not of the unit member's spouse, parent or child).
  5. The District shall require fitness for return to duty certification following leave for the unit member's own serious health condition.
- j. **Right to Reinstatement:** A unit member is entitled to reinstatement to the same or a comparable position, if the position exists at the time of the unit member's return.
- k. **Procedure for Applying**
- Complete the ***Request For Employee/Family Care Leave And Medical Certification Form*** (Attachment I) and submit to Human Resources.

## 11. **Miscellaneous**

- a. All employees on paid absence, shall receive vacation, holiday, and sick leave credit, accrue seniority, and be eligible for health and welfare benefits.

Employees on unpaid leave and employees with thirty-nine (39) month re-employment rights shall, upon their return, retain seniority rights and step position on the salary schedule which they held at the beginning of the leave.

Employees on uncompensated leave shall not earn sick leave or vacation credit.

- b.** Any working day absence shall be reported on the prescribed form designated by Human Resources.
- c.** Employees on an approved uncompensated leave may continue participation in the fringe benefit programs outlined in Article 8: Fringe Benefits by prepaying to the District the full premium cost for such programs, provided the carrier approves. The employee must request continuation in the applicable fringe benefit program.

## ARTICLE 12

### PROMOTIONS/TRANSFERS

#### 1. Promotions/Transfer

When a vacancy occurs in a job classification in the unit, the vacancy will be posted for at least ten (10) full working days on the District web site and the CSEA President will be notified. Current employees may apply for the vacancy and, if the employee meets the minimum qualifications for the position, an interview will be granted and finalized. Final selection is within the discretion of the District.

#### 2. Notice of Contents

The job vacancy notice shall include: job title, FTE, months per year assigned to the position, the salary range, schedule of hours, assigned area or department at time of hire, screening process, statement regarding affirmative action regulation compliance, and the deadline for filing to fill the vacancy.

A detailed job announcement and current job description shall be available from the District Human Resources Office.

#### 3. Transfer Procedures

##### a. Single Applicant

1. If there is only one applicant for a transfer opportunity, the supervisor/manager and a Human Resources representative will meet with that applicant and will explain the duties and expectations of the position. Further, the supervisor/manager will determine if the applicant has a satisfactory work performance record. If the performance record is satisfactory and the applicant is still interested in the transfer opportunity he/she will be placed in the assignment in "probationary status" for a period of thirty (30) days. Within the thirty (30) day period of time, either or both the supervisor/manager and the employee have the right to sever that relationship without cause.
2. During this thirty (30) day probationary period, the applicant's former assignment will be left vacant and may be filled by hourly to allow the employee to return to the former assignment.

##### b. Multiple Applicants

1. If there is more than one applicant, the supervisor/manager and a Human Resources representative will provide a group orientation with the applicants about the duties and expectations of the transfer opportunity. All applicants still interested in the transfer opportunity after this orientation will be interviewed by the supervisor/manager and a Human Resources representative.
2. The following criteria will be considered in making the final selection. Final selection is within the discretion of the District.
  - a. Reference letters that may be submitted at the time of application.
  - b. Previous performance evaluations (written and verbal from current supervisor/manager).
  - c. Specific skills required in the transfer assignment and the skill level of the applicant.

- d. Seniority in the job classification.
  - 3. Those applicants who are not selected for the transfer assignment will receive a written response from the District indicating the reason for non-selection with signatures from the immediate supervisor and the department/area manager.
  - 4. The employee selected will be placed in the assignment in "probationary status" for a period of thirty (30) days. Within the thirty (30) day period of time, either or both the supervisor/manager and the employee have the right to sever that relationship without cause.
  - 5. During this thirty (30) day probationary period, the applicant's former assignment will be left vacant and may be filled by hourly to allow the employee to return to the former assignment.
- c. The actions taken under Article 12.3 are not subject to grievance under Article 16 of the CBA.

4. **ADA Accommodation**

Notwithstanding the terms of the contract regarding transfer priority, if a vacancy occurs within the bargaining unit and the District is aware of the need to provide reasonable accommodation under the ADA and such accommodation may involve placement of that individual in the upcoming vacancy, the District and CSEA agree as follows:

- a. The District will provide notice to CSEA of the situation;
- b. The District will decide whether or not to place the individual needing accommodation in the vacant position;
- c. If the District decides to place the person needing accommodation in the newly open position, no posting of the position will be required.
- d. If the District decides not to place the person needing accommodation in the newly open position, the posting procedures described above will be followed.
- e. The District will notify the individuals and CSEA of any and all decisions.



**ARTICLE 13  
DISCIPLINARY ACTION**

**1. Cause for Disciplinary Action**

**Definition:**    **Dismissal** - Removal from the employment of the District

**Suspension** - Temporary removal from employment of the District for a specific period.

**Involuntary Demotion & Involuntary Reassignments** – Involuntary assignment to a lower classification or a different position for disciplinary reasons in non-layoff situations.

A permanent classified employee shall be subject to disciplinary action, for any of the following causes:

- a. Incompetency or inefficiency.
- b. Absence and/or repeated tardiness without authority or sufficient reasons.
- c. Insobriety or unauthorized use of narcotics or habit-forming drugs during duty hours.
- d. Insubordination or insolence or disrespect toward superiors.
- e. Dishonesty.
- f. Conviction of a felony, any crime involving moral turpitude, or any crime bringing discredit upon the District.
- g. Immoral conduct.
- h. Evident unfitness for service.
- i. Physical or mental condition unfitting him/her for service.
- j. Violation of or refusal to obey the education laws of the State or regulations of the District.
- k. Discourteous treatment of the public, pupils or other employees while on duty.
- l. Conduct in violation of Section 1028 of the Government Code (advocating the overthrow of the Government of the United States or of any state by force or violence).
- m. Any conduct inimical to the welfare of the District or the students.
- n. For employees who drive a vehicle in the regular course of their employment:
  - 1. Failure to maintain a good personal or business driving record;
  - 2. Failure to satisfy the insurability requirements of the District's insurance carrier under the District's regular insurance policies. The District's ability to obtain insurance for the employee under a high risk or any policy other than the regular insurance policies does not mitigate this failure.
- o. Neglect of duty.

- p. Material and intentional misrepresentation or concealment of any fact in connection with obtaining employment.
- q. Willful damage to public property or waste of public supplies or equipment.
- r. Failure to possess or keep in effect any license, certificate or other similar requirement specified in the law or the employee's position description or otherwise necessary for the employee to perform the duties of the position.
- s. Violation of a collective bargaining agreement.
- t. Abandonment of Job.

## 2. **Hearings**

### a. **Notice of Proposed Disciplinary Action/Employee Right to Evidentiary Hearing**

Prior to the implementation of disciplinary action, any permanent classified employee against whom such action is initiated by the District shall be given written notice by the Superintendent/President or his/her authorized representative of the specific charges. The notice shall contain the reasons for the proposed action, a copy of the charges and all the material upon which it is based. The notice shall also contain a statement of the right to a hearing on such charges. If the employee wishes a hearing, the request for hearing must be submitted within ten (10) calendar days after service of the notice on the employee, and said notice shall be accompanied by a paper, the signing and filing of which with the Superintendent/President or authorized representative shall constitute a demand for a hearing and a denial of all charges. Failure of the employee to file a request for hearing within the time specified shall constitute a waiver of the employee's right to a hearing.

### b. **Conduct of the Hearing**

- i. **Hearing Board** -- The Governing Board shall determine whether any hearing will be conducted before the entire Governing Board or one or more named members of the Governing Board or a Hearing Board or officer appointed by the Governing Board, and shall make such appointments as may be necessary. The term "Hearing Board" shall mean any board, board member or other person named or appointed under this Article to hear any hearing. The hearing shall be in executive session (closed) unless the employee requests in writing that the hearing be held in open (public) session.
- ii. **Notice of Hearing** -- The Governing Board or the Hearing Board shall set the matter for hearing and shall give the employee at least five (5) working days notice in writing of the date and place of such hearing.
- iii. **Released Time** -- If the hearing is held during the work hours of employee(s), witness(es) and such employee(s) shall be released without any loss of pay or benefits, to appear at the hearing.
- iv. **Rights of Employee** -- The employee shall attend any hearing, unless excused by the Governing Board or the Hearing Board and shall be entitled to:
  - 1. The employee may, upon request, have copies of the materials upon which the charges are based;
  - 2. be represented by counsel or any other person at such hearing;

3. testify under oath;
4. compel the attendance of other employees of the District to testify in his or her behalf;
5. cross-examine all witnesses appearing against him or her and all employees of the District whose actions are in question or who have investigated any of the matters involved in the hearing and whose reports are offered in evidence before the Hearing Board;
6. impeach any witness;
7. present such affidavits, exhibits and other evidence as the Hearing Board deems pertinent to the inquiry;
8. argue his or her case.

The party attempting to substantiate the charges against the employee shall be entitled to the same privileges.

- v. **Evidence** - The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be admitted for any purpose but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.
- vi. **Exclusion of Witnesses** - The Hearing Board may at its discretion exclude witnesses not under examination, except the employee and the party attempting to substantiate the charges against the employee, and their, respective counsel. When hearing testimony on scandalous or indecent conduct, all persons not having a direct interest in the hearing may be excluded.
- vii. **Burden of Proof** - The burden of proof shall be upon the party attempting to substantiate the charges.
- viii. **Findings and Decision** - Upon completion of the hearing, Findings of Fact and Conclusions of Law shall be signed and filed by the Governing Board, which shall constitute its decision. If the hearing is not before a quorum of the Governing Board, written findings and conclusions shall be submitted by the Hearing Board to the Governing Board for its approval. If the Governing Board accepts such findings and conclusions, it need not read the record of the hearing; if it declines to accept such findings and conclusions, it must read the record or hold a new hearing, after which it may adopt the findings and conclusions made by the Hearing Board, or make its own findings and conclusions.

Unless the decision provides otherwise, it shall be effective immediately. Notice of the decision shall be mailed promptly to the employee or his/her counsel or representative. Except for the correction of clerical error, such decision shall be final and conclusive, subject only to judicial review.

- c. **Report of Hearings** - The hearing shall be recorded by the District. At least two (2) work days prior to the hearing, the employee may inquire how the hearing will be recorded. If a court reporter is not to be used and the employee requests that such reporter be used, the cost shall be borne by the employee unless the District desires a copy of the transcript and then the cost of the reporter and of the transcript shall be borne equally between the District and the employee.
- d. **Transcripts of Hearings** - Transcripts of hearings shall be furnished to any person on payment of the cost of preparing such transcripts. When transcripts are provided by the employees of the District, the cost shall be determined by the Vice President of College Operations. When transcripts are provided by an independent contractor, the cost will be established by the independent contractor.
- e. **Continuances** - The Hearing Board may grant a continuance of any hearing upon such terms and conditions as it may deem proper, including in its discretion the condition that the employee shall be deemed to have waived salary for the period on continuance. Any request for continuance made less than 48 hours prior to the time set for the hearing will be denied unless good cause is shown for the continuance.

### 3. **Alternative Hearing**

As an alternative to the type of hearing provided for in subdivision 3. above, the employee may request that the hearing to be conducted be an informal one by so stating in his/her demand for hearing. In the event the employee requests an informal hearing, and his or her collective bargaining representative agrees, the Superintendent/President or designee shall arrange with the employee for the type of informal hearing to be conducted and the parties may agree in writing upon what person or persons shall hear the matter and how the hearing shall be conducted. In the event the parties fail to agree in writing within five (5) working days after filing of the notice of demand for hearing upon who shall hear the matter and how it shall be conducted, the hearing shall be conducted as provided for in subdivision 3. above. In the event the matter is informally heard as agreed upon in writing, the decision of the persons hearing the matter shall be final and conclusive, and there shall be no right of appeal by the employee to the Governing Board or to the courts unless otherwise stipulated in the written agreement to handle as an informal hearing.

**ARTICLE 14**  
**CLASSIFICATION, RECLASSIFICATION, AND ABOLITION OF POSITIONS**

**1. Job Descriptions**

The District shall provide CSEA with notice and opportunity to bargain regarding changes to job descriptions on wages, hours, or terms and conditions of employment.

Each job description shall be reviewed by the supervisor and the employee during the performance evaluation process and recommendations and changes shall be specified in writing to HR for consideration and potential negotiations.

**2. Placement in Class**

Every bargaining unit position shall be placed in a classification. Classification of positions will follow the agreed upon salary schedule. Classification of a position will include a written job description which contains an accurate and concise description of duties and responsibilities, and skills, knowledge and abilities required to perform the job.

**3. Salary Survey**

On an annual basis, or at a minimum of every two (2) years, the district Classification Unit in the Human Resources Office will conduct a study comparing the CSEA salary schedule and classifications to a comparable list of institutions to ensure comparable salaries and that job descriptions accurately reflect the duties performed. The results of the study (classification and salary survey) will be reviewed by the District and CSEA and mutually agreed upon implementation will be within the fiscal year or for specific classifications in accordance with Article 14, Section 6.B.2 of the collective bargaining agreement.

**4. New Positions or Classes of Positions**

All newly-created positions or classes of position classifications, unless specifically exempted by law, shall be assigned to the bargaining unit if the job descriptions describe duties performed by employees in the bargaining unit or which by the nature of the duties should reasonably be assigned to the bargaining unit. Any dispute regarding this paragraph shall be solely determined by PERB. The District shall notify CSEA of any proposed new classification to be assigned to the unit and negotiate its salary with CSEA.

**5. Downward Adjustment**

Any downward adjustment of any position or class of positions shall be considered a demotion and if not voluntary, shall take place only as a result of following the layoff procedures of this Agreement.

**6. Reclassification**

**a. Definition:** Reclassification is a change in range for any of the following reasons:

1. New job duties with significantly increased difficulty/complexity, scope and/or significantly higher level of responsibility are either gradually added or eventually added to the requirements of the position.
2. An extraordinary need for change has been identified such as the shortage of applicants, excessive turnover, or unique skills required.

3. In order to be considered for reclassification, the employee must be consistently asked to perform tasks not contemplated in his/her job.
4. Increase in workload is **NOT** considered to be a valid reclassification request.
5. Comparability of positions by agreed upon external market comparisons.

**b. Process:** The process consists of the following steps:

1. An employee may request a review of the classification of her or his position. The review will be based on the employee's job description, duties performed and recommendations of the supervisor. The Reclassification request form (Attachment Q) must be fully completed and returned to Human Resources. If the employee makes a request to have their position reviewed for classification and the supervisor fails to respond within thirty (30) calendar days, the employee may re-forward the request to Human Resources for reclassification review.
2. Human Resources will convene the Reclassification Committee to consider submitted requests. The Reclassification Committee will meet as necessary for full consideration of applications and completion of the classification review process. The application review process shall be completed within ninety (90) days of receipt by HR.
3. The date on which the approved reclassification takes effect, for purposes of salary and seniority in the classification, shall be the date on which the reclassification duties commenced, but no later than the first of the month following the date on which the request to Human Resources was received.
4. The Reclassification Committee shall notify any employee and their supervisor whose reclassification request is refused. The employee may request a meeting with a District representative and a CSEA representative regarding the decision.
5. The Reclassification Committee shall make its final recommendations to the Negotiations Committee to finalize and sign off prior to implementation.

**6. Reclassification Committee:**

- a. The Reclassification Committee shall consist of up to three (3) unit members selected by CSEA and up to three (3) employees selected by the District to work on a procedure.
- b. The Reclassification Committee will establish internal committee procedures and may request additional information concerning the applicant's position as needed. Information may include, but not be limited to, desk audit, comparable salary data, and interview of employee.
- c. All recommendations of the Reclassification Committee shall be made by a vote of all committee members.
- d. Any Classified Committee Member whose position is being considered for reclassification will be recused from the Committee and temporarily replaced by another Classified Employee designated by the remaining Classified Committee Members.

**ARTICLE 15  
LAYOFF AND REEMPLOYMENT**

**1. Reason for Layoff**

Layoff shall occur only for lack of work or lack of funds.

**2. Notice of Layoff**

The District shall notify CSEA in writing, in advance, of the Board's decision to layoff employees. The District and CSEA shall meet following the receipt of such initial notice to negotiate the impact of the layoff beyond the provisions of this Article. Failure of the District to comply with California Education Code provisions, pertaining to layoff, shall invalidate the layoff.

**3. Reduction in Hours**

Any reduction in regularly assigned time as an alternative to layoff, shall be considered a layoff under the provisions of this Article.

**4. Order of Layoff**

The order of layoff shall be based on seniority within that affected class and higher classes in which the employee has worked and gained permanency. An employee with the least seniority within the class plus higher classes, as described above, shall be laid off first. Effective July 1, 2012, seniority shall be based on date of hire in the affected class plus higher classes, as described above, in accordance with the California Education Code

**Regarding Date of Hire Seniority List – Memorandum of Understanding**

1. Hours of all current CSEA classified employees will be calculated through June 30, 2012 and frozen.
2. An alpha list of all CSEA classified employees listing each employee's current and previous job classifications will be created and attached to the seniority roster as an appendix.
3. Each employee's current position will be noted with an asterisk.
4. The seniority roster subcommittee will meet to review the draft seniority list prior to it being sent out to the membership for review. It will be sent out no later than July 20, 2012, with an expected return date of July 31, 2012, with exceptions for those on off-duty or which require further review.
5. Any CSEA classified employee hired on or after July 1, 2012 shall automatically be placed on the seniority list according to the date of hire.

**5. Bumping Rights**

An employee laid off from his or her present class may bump into a lateral or lower class(es) in which the employee has worked and gained permanency. Such bumping shall be based on the employee's seniority rights.

**6. Layoff in Lieu of Bumping**

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

**7. Equal Seniority**

If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the hire date seniority and, if that is equal, then the determination shall be made by lot.

**8. Reemployment Rights**

Laid off persons are eligible for reemployment in the class from which they were laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff, if vacancies occur within the classification.

In addition, they shall have the right to apply for promotional positions within the filing period specified in the Promotions/Transfers, Article 12 of this Agreement.

**9. Voluntary Demotion or Voluntary Reduction in Hours**

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be returned, at the employee's option, to a position in their former class or to positions with increased assigned time as vacancies become available. Their reemployment to the former position or time shall be in accordance with their seniority on the reemployment list.

**10. Retirement in Lieu of Layoff**

- a. Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employee shall within ten (10) workdays prior to the effective date of the proposed layoff complete and submit a form provided by the District for this purpose.
- b. The employee shall then be placed on a thirty-nine (39) month reemployment list in accordance with Section 8. of this Article; however, the employee shall not be eligible for reemployment during such period of time as may be specified by pertinent Government Code Sections.

**11. Notification of Reemployment Opening**

Any employee who is laid off and is subsequently eligible for reemployment shall be notified by telephone and in writing by the District of an opening. Such notice shall be sent by certified mail to the last address given the District by the employee.

**12. Employee Notification to District**

An employee shall notify the District of his or her intent to accept or refuse reemployment either upon notification by the District or no later than two (2) working days following said notification. If the employee accepts reemployment, the employee must report to work not sooner than two (2) weeks following acceptance of reemployment. An earlier return date may be established if mutually acceptable.

**13. Seniority Roster**

A seniority roster shall be made available to CSEA in advance of the Board's decision to layoff.

**14. Notification**

Employees to be laid off shall be notified in writing by the District at least sixty (60) days prior to the effective date of layoff.



**15. Final Pay**

Vacation and compensatory time earned and unused at the time of layoff shall be computed and paid with the final pay warrant due the employee.

**16. Restoration of Sick Leave**

Sick leave hours earned and unused at the time of layoff shall be restored to the employee upon reemployment within the legal reemployment period.

**17. Step Placement upon Reemployment**

Laid off employees shall be credited for all time served in the position and step from which they were laid off for the purposes of step placement and advancement to higher steps on the salary schedule, if applicable, upon reemployment.

**18. Disputes**

Employees may bring to the Dean of Human Resources' attention any objections to the seniority roster used for layoffs. Said objections are to be made to Human Resources to allow the District time to review the list and, if necessary correct any errors contained therein.

**19. Seniority upon Reemployment**

Seniority earned within classification and higher classifications up to the effective date of layoff shall be reinstated to the employee who is subsequently reemployed within the statutory reemployment period.

**20. Job Interviews**

Employees to be laid off shall be permitted to use up to three (3) days any available leave as provided for within the contract for the purpose of attending job interviews scheduled during his/her working day.

**21. Fringe Benefits**

To assist the unit member who has received a layoff notice, and who has not obtained new employment which provides fringe benefits by the effective layoff date, the District shall continue the existing fringe benefits as provided in Article 8 of this agreement for an additional two (2) month period beyond the layoff effective date or until the employee obtains new employment, as indicated above, whichever occurs first.

**22. Exercise of Bumping Rights**

An employee who has bumping rights as indicated by the District shall be given ten (10) work days, if possible, but in no event less than five (5) work days from date of receipt of his/her layoff notice to notify the District of his/her intention to exercise such bumping rights.

**ARTICLE 16  
GRIEVANCE PROCEDURE**

**1. Definitions**

- a. A "grievance" is a complaint by the grievant that he/she has been directly and adversely affected by a misapplication or violation of a specific provision of this Agreement.
- b. A "grievant" is a member of the bargaining unit (as defined by this contract) with a grievance, or CSEA. CSEA may file an individual or group grievance on behalf of an employee or employees.
- c. A "day" is any day in which the District Office or the School District is open for business.
- d. A "Supervisory/Management Team Member" is an employee in a position designated as supervisory or management by the Public Employee Relations Board.

**2. Procedure**

Grievances shall be handled in the following manner:

**a. Level I – Informal Grievance**

Before filing a formal grievance, the grievant shall attempt to resolve it by an informal conference with the first supervisory/management team member in the chain of command within thirty (30) days after the occurrence of the act or omission giving rise to the grievance or after he/she becomes aware or should become aware of the act or omission. Failure by a grievant to appeal the decision at Level 1 within twenty (20) days shall be deemed an acceptance of the decision.

**b. Level II**

If the grievant is not satisfied with the decision at the Level I conference, then within twenty (20) days after the informal conference, the grievant may present the grievance in writing on the "Grievance Form" (Attachment J) to the first supervisory/management team member in the chain of command.

This statement shall be a clear, concise statement of the specific Section of the collective bargaining agreement involved, the relevant circumstances, the decision rendered at the informal conference, and the specific remedy sought.

The supervisor/management team member shall communicate his/her decision and reason for his/her decision in writing within ten (10) days after receiving the grievance. Failure by a grievant to appeal the decision at Level II within twenty (20) days shall be deemed an acceptance of the decision.

At Level II of the grievance procedure, the grievant may elect in writing to represent himself/herself rather than have CSEA provide representation. If the grievant elects to represent himself/herself at this level, or at any later levels, CSEA shall be relieved of any further obligation of representation.

**c. Level III**

If the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision on the prescribed form to the appropriate Vice President/District Department Manager in the chain of command within twenty (20) days of the response from the first supervisory/management team member in the chain of command.

Should the grievant, and/or CSEA representative, request a conference, the Administrative Dean, Human Resources & Labor Relations or designee, grievant and/or CSEA representative shall meet at a mutually convenient time in an effort to resolve the grievance. Extensions shall be granted to accommodate such meetings. The appropriate Vice President and/or Manager may also participate in this meeting, if deemed necessary by the Administrative Dean, Human Resources and Labor Relations or designee. At such meeting, either party may request the presence of relevant witnesses including, but not limited to, supervisory/management team personnel.

The Vice President/Manager shall communicate his/her decision and reasons for his/her decision in writing on the prescribed form within ten (10) days after receiving the grievance. Failure by a grievant to appeal the decision at Level III within twenty (20) days shall be deemed an acceptance of the decision.

**d. Level IV**

If the grievant is not satisfied with the decision at Level III, within twenty (20) days after receipt of the Level III response, the grievant may appeal the decision on the appropriate form to the Superintendent/President or designee. The Superintendent/President or designee shall communicate, in writing, a decision within ten (10) days after receipt of the appeal. Failure, by grievant, to appeal the decision at Level IV within twenty (20) days shall be deemed an acceptance of the decision.

**e. Level V**

1. Within twenty (20) days of the grievant's receipt of the decision at Level IV, CSEA shall inform the District as to whether the grievance will be arbitrated. CSEA and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances in public schools. The order of the striking shall be determined by lot. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator.
2. If either the District or CSEA so requests, a separate arbitrator shall be selected to hear the merits of any issue raised to determine arbitrability of a grievance. No hearing on the merits of the grievance will be conducted until arbitrability of a grievance is determined. The process to be used in selecting an arbitrator shall be as set forth in Section a. above.

The fees and expenses of the separate arbitrator determining the arbitrability of shall be borne by the party that raised the question of arbitrability of a grievance.

3. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues so submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
4. The District and CSEA agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator shall be without power or authority to make any decision that requires the District or the administration to do an act prohibited by law.

5. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties the findings and award.
6. The award of the arbitrator shall be final and binding.
7. The fees and expenses of the arbitrator and the hearing shall be shared equally by the District and CSEA. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they both mutually agree. If the arbitrator requests a court reporter, then the costs shall be shared by both parties.
8. By filing a grievance and processing it beyond Level IV, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. The processing of a grievance beyond Level IV shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for the resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

### 3. **Miscellaneous**

#### a. **Conduct**

1. During the pendency of any grievance, the grievant shall continue the assigned functions until a resolution of the grievance is final.
2. No reprisals of any kind will be taken by the District, its employees or agents against participants in the grievance procedures by reason of such participation.

#### b. **Forms**

Forms for filing grievances (Attachment J), serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared by the District and made available upon request so as to facilitate operation of the grievance procedure. Preparation of grievances shall not be at the expense of the District in that use of the District equipment or extraordinary use of the District facilities shall be prohibited. The costs of preparing such forms shall be borne by the District.

#### c. **Grievance File**

1. While a grievance is pending, all documents, communications and records pertaining to a grievance shall be kept in a separate grievance file in Human Resources. However, materials which could be related to disciplinary matters may be put in the employee's personnel file in accordance with those conditions outlined under Education Code Section 87031. During the pendency of any proceeding, and until the final determination has been reached, all proceedings shall be private, subject to the provision of the Brown Act.
2. The "grievance file" shall be available for inspection only by the employee, administrative, management, supervisory, or confidential employees in the chain of command and/or involved in the grievance processing procedures for the District, designated agents of the District, and CSEA President, Chief Job Steward and Field Representative.

**d. Released Time**

The grievant, CSEA representative and any necessary witnesses shall be granted a reasonable amount of release time to attend any hearings, meetings, or to inspect personnel or grievance files required by this grievance process between the District and the grievant.

**e. Special Circumstances**

1. If the grievance involves employees with different immediate supervisors, the grievance may be filed at Level III. If the grievance involves employees, not all of whom have the same supervision at Level III, the grievance may be submitted at Level IV.
2. The District shall consult with CSEA regarding any dispute over a written directive interpreting any Article of the Agreement by a management employee, should CSEA request such a consultation.

**f. Time Limits**

1. Time limits at each level shall begin the day following receipt of written decision by the parties in interest. Such time limits can only be extended by mutual agreement by CSEA and the District except as provided in C. 6. b).
2. No management or supervisory employee shall be required to handle more than one (1) CSEA grievance at a time unless the supervisor/management team member has agreed to do so. Any additional grievances shall be handled in order of submission and the time limits shall begin to run as soon as the prior grievance has been elevated to the next level or been terminated by the grieving party(s).
3. The District shall inform the CSEA Chief Job Steward and the CSEA Field Representative in writing regarding the status of unit grievances whenever this provision applies.
4. A decision rendered at any step in these procedures becomes final and binding upon all parties unless appealed within the time limit specified. If a decision is not given within the time limit, an appeal may be taken directly to the next level.

**g. Distribution of District Responses to Grievance**

1. If the grievance is filed by a member of the bargaining unit ("unit member"), the District response(s) to the grievance shall be distributed by the District to the unit member by certified mail and by regular mail to the CSEA Field Representative and in-house mail to the CSEA Chief Job Steward.
2. If the grievance is filed by a CSEA representative, the District response(s) to the grievance shall be distributed by the District to the unit member and the CSEA Field Representative by regular mail and to the CSEA Chief Job Steward through hand delivery and written acknowledgement of such delivery.

**ARTICLE 17  
HEALTH AND SAFETY**

**1. Health and Safety Committee**

- a.** A Health and Safety Committee shall be formed under the auspices of the Superintendent/President or designee. The Committee shall include at least two (2) members appointed by CSEA. The Committee shall make recommendations to the Superintendent/President or designee concerning improvements in health and safety conditions.
- b.** The bargaining unit members of the Committee shall be allowed reasonable release time to carry out their obligations on the Health and Safety Committee.
- c.** No employee shall be discriminated against as a result of reporting any alleged unsafe conditions.

**ARTICLE 18  
SEVERABILITY**

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

**ARTICLE 19**  
**COMPLETION OF AGREEMENT**

This document constitutes the complete Agreement between the parties and concludes negotiation for the term of this Agreement. The parties shall have no obligation to meet and negotiate except as set forth in the re-openers.



**ARTICLE 20  
CONCERTED ACTIVITIES**

It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by CSEA or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. There shall be no lockout by the District.

CSEA recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by employees who are represented by CSEA, CSEA agrees in good faith to take all necessary steps to cause those employees to cease such action.

It is understood that in the event this Article is violated, the District shall be entitled to withdraw the rights set forth in Article 3.

**ARTICLE 21**  
**NON-DISCRIMINATION**

The District shall not discriminate against any member of the bargaining unit on the basis of race, ancestry, color, national origin, sexual orientation, disability, religious creed, age, gender, marital status, medical condition, status as a Vietnam era veteran or membership or participation in the activities of an employee organization insofar as such matters are within the scope of representation set forth by law.

**ARTICLE 22**  
**LABOR MANAGEMENT COMMITTEE**

The District and CSEA shall hold Labor Management Committee (LMC) meetings to address issues of concern to CSEA and the District, except for issues that are negotiable. The committee's charge shall be to discuss matters in an attempt to achieve mutually satisfactory resolutions short of taking formal action.

The Committee will meet on a monthly basis. It will consist of a minimum of four (4) people including two District representatives [the Executive Director for Labor Relations and a designee] and up to two (2) CSEA representatives. Each party may bring in others as Resources/Observers when needed.

Each party shall bring a list of issues, if any, for discussion at the LMC meetings.

ARTICLE 23  
DURATION

The parties agree to continue the terms and conditions of employment set forth in this agreement from July 1, 2012 to June 30, 2015. The parties agree that Article 14 Classification, Reclassification and Abolition of Positions *shall* be reopened for 2012/2013. In addition, each party may be reopen (1) additional article for 2013/2014 and 2014/2015.

Dated June 8, 2012

CSEA:

MARIN COMMUNITY COLLEGE DISTRICT:

---

John Oyle 2/18/15  
Keli Dwyer 2/18/15  
Patience James 2/18/15  
Jon Gubert 2/18/15  
J. Lee 2/18/15  
Marking Lees 2-18-15

Christina Combes 2/23/2015  
Connie Lema 2/23/15

# Attachments

Employee's Name:	Hours of Employment:
Position:	Evaluation Period: From: To:
Type of Evaluation: 3rd Month <input type="checkbox"/> Permanent: <input type="checkbox"/> or Probationary: 6th Month <input type="checkbox"/>	Evaluator's Name:

*RATINGS: All categories must be supported in the comments section or in the form of an attachment.*

#### RATING CODES:

- 1 = Superior performance. One of the very best.  
 2 = Above average. Consistently well above what is expected.  
 3 = Satisfactory. Meets the requirements of the job.  
 4 = Fair. Generally okay, but some improvement needed.  
 5 = Unsatisfactory. Not up to requirements of the job.

#### Part I. Professional Skills

##### I. HEALTH AND SAFETY PRACTICES

1. Complies with all safety practices established by the District. 2. Refrains from taking unnecessary risks. 3. Takes proper precautions towards own health.

Performance Level:  1  2  3  4  5

##### II. KNOWLEDGE OF WORK

1. Aware of duties and responsibilities. 2. Follows work instructions in a complete and thorough manner. 3. Ability to grasp and carry out job duties. 4. Understands job requirements.

Performance Level:  1  2  3  4  5

##### III. JUDGMENT, DECISION MAKING AND DEPENDABILITY

1. Ability to make good decisions. 2. Recognizes unusual circumstances and responds appropriately. 3. Works well without close supervision. 4. Follows directions.

Performance Level:  1  2  3  4  5

##### IV. PLANNING AND ORGANIZING WORK

1. Maintains an organized work system. 2. Arranges priorities to meet emergencies.

Performance Level:  1  2  3  4  5

##### V. QUALITY AND ACCURACY OF WORK

1. Keeps accurate records. 2. Checks, proofreads copy for errors. 3. Shows quality in work performed.

Performance Level:  1  2  3  4  5

## VI. COMMUNICATION

1. Communicates clearly and concisely.

Performance Level:  1  2  3  4  5

## VII. OPERATION AND CARE OF EQUIPMENT/WORK AREA

1. Keeps work area neat, cleans up work site/area. 2. Practices preventive maintenance.

Performance Level:  1  2  3  4  5

## Part 2. Personal Attributes

### I. POSITIVE INTERACTION WITH PEERS, PUBLIC AND STUDENTS

1. Cooperates with public and staff. 2. Treats the public, staff, and students with respect. 3. Promotes respect and collaboration.

Performance Level:  1  2  3  4  5

### II. ATTENDANCE/PUNCTUALITY

1. Is rarely absent. 2. Arrives on time. 3. Returns from breaks and lunch on time.

Performance Level:  1  2  3  4  5

### III. WORK ATTITUDE

1. Maintains a flexible attitude toward changes in routine and responsibilities. 2. Communicates pertinent information to others.

Performance Level:  1  2  3  4  5

### IV. EFFECTIVE USE OF TIME/MEETS DEADLINES

1. Manages work efficiently. 2. Understands priorities in job and plans accordingly.

Performance Level:  1  2  3  4  5

### V. INITIATIVE

1. Asks questions when task is not understood. 2. Sees things to do without being told. 3. Learns and applies new ideas, procedures and techniques.

Performance Level:  1  2  3  4  5

### VI. SKILL ENHANCEMENT (Workshops, committees, courses, to improve skills) (Narrative)

## Part 3. OVERALL EMPLOYEE RATING SUMMARY

Summarize the employee against the total requirement of his/her job:

Performance Level:  1  2  3  4  5

*Ratings of 1 or 5 must be substantiated by supporting observation and examples.*

## Part 4. Employment Recommendation

**FOR PERMANENT EMPLOYEES ONLY**

- Retention in position at current salary step       Placement at the next salary step, if applicable  
 Retention under special conditions                       Non-retention  
*(See Recommendation below)*

**FOR PROBATIONARY EMPLOYEES ONLY**

- Continue in probationary status *(3 month evaluation only)*  
 Extend probationary status \_\_\_\_\_ Number of Months *(Pending written approval of President)*  
 Do not recommend Permanent Status

**COMMENDATION:**

**\*RECOMMENDATION:**

**EMPLOYEE COMMENTS IF ANY:**

**Part 5. Signatures**

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

*It is understood that in signing this form the employee acknowledges having seen and discussed the report. The employee's signature does **not necessary imply agreement** with the conclusion of the evaluator. (Employee comments must be submitted to Personnel Services within ten (10) days)*

\_\_\_\_\_  
Signature of Reviewing Administrator

\_\_\_\_\_  
Date

**DISTRIBUTION:**

- Human Resources
- Evaluator
- Employee



**MARIN COMMUNITY COLLEGE DISTRICT Attachment A  
Classified Evaluator's Guidelines**

The primary responsibility of the evaluator is to determine the overall effectiveness of an employee's performance in accordance with District standards to promote continuous growth and professional development. The evaluator meets with the employee to develop communications and recommendations to promote professional growth and collaboratively complete the evaluation document to reflect job performance.

**EVALUATOR'S ROLES AND RESPONSIBILITIES INCLUDE:**

- 1. Conference will include working collaboratively and discussing in a conference setting the employee's performance. Written documentation on District forms will be provided.**
- 2. The evaluation document ratings will include professional skills and personal attributes. Commendations and recommendations will be included in narrative form on the summary page.**
- 3. Employees will be encouraged to gather evidence of accomplishments in a folder to be shared with the supervisor. Documents may include work in progress, established procedures or a description of processes to enhance job performance.**
- 4. Reflective annual conferences will be a collaborative conversation between employee and supervisor. Guided questions will include thoughtful questioning that prompts reflection of accomplishments for the year. Conversation may include:**
  - a) Describe your major accomplishments for the year.**
  - b) Describe your personal/professional growth experiences and tell how they enhance your job performance.**
  - c) What areas might you like support on to perform your duties more efficiently?**

## **GLOSSARY OF TERMS**

**Collaborative evaluation -- To work together cooperatively**

**Criteria - A standard, rule by which something can be judged.**

**Dissemination -- Spread widely, take apart**

**Integral - Necessary for completeness forming a whole from parts.**

**Pertinent -- Connected with the matter at hand, necessary**

**Portfolio - A flat portable case or file folder to hold loose papers, evidence of work to discuss with evaluation. Examples of work, commendations, personal goals, etc.**

**Professional development -- Courses and/or workshops attended to add to professional knowledge base.**

**Reflective evaluation -- A meeting between employee and supervisor to reflect on job performance and discuss areas of commendation and areas of needed support.**

## **PROCEDURES**

### **I. INTRODUCTION**

The purpose of evaluation is to acknowledge and support employee performance. These procedures are designed to ensure that:

- A. a collaborative and constructive process is established
- B. there is continuity between evaluation cycles
- C. guidance is integral to the process
- D. due process is followed

Periodic training sessions will be conducted by Personnel Department so that evaluators are knowledgeable about the evaluation procedures and instruments, and data collection.

### **II EVALUATION CYCLE**

Permanent employees are formally evaluated every two years. The evaluation is based on work performed in the two-year cycle. Formal evaluations will be done on the employee's anniversary date of hire.

A permanent employee may be evaluated more frequently if there has been:

- a new assignment or significant change in the job
- an unsatisfactory evaluation in the previous cycle
- significant improvement in job performance
- a decline in performance since the last evaluation
- a request from the employee

Probationary employees are evaluated twice during the 6 month probationary period: the first is to be scheduled at 3 months; the second to be scheduled after the end of the 5th month, approximately 2 weeks prior to the end of the 6th month.

Employees shall be notified of any area of concern. No negative evaluation shall be made of an employee without documented evidence that the evaluator has met and counseled the employee in the area(s) of concern before the formal evaluation.

#### **A. TIMELINE**

1. All employees -- anniversary date of hire.
2. Personnel Department will notify employee and evaluator of evaluation date one month prior.

## **B. INFORMATION**

### **1. *Dissemination***

The Personnel Department will provide all new employees a copy of the evaluation procedures.

Personnel Department will hold a mid-year in-service for all new employees and evaluators on the evaluation procedures.

### **2. *Conference***

Either the evaluator and/or designee (e.g.. Supervisor) or the employee and/or employee groups can request a meeting as needed to review:

- a. evaluation procedures and instruments
- b. expectations for the year

## **C. FORMAL EVALUATION**

### **1. *Written Report***

The employee may submit any data/portfolio with work samples or other, documentation to be jointly reviewed and it may be included in the written evaluation.

### **2. *Collaborative Input***

The evaluator may use appropriate documented input from other individuals familiar with the employee's work. In the case of an employee with multiple job sites, the evaluator shall contact other supervisors for their input. Evaluations will be based on first hand information.

### **3. *Advance Notification***

Personnel Department shall inform the employee in advance of the evaluation due date, to give the employee the opportunity to provide the evaluator with any information desired.

### **4. *Pre-Evaluation Conference***

Either the evaluator or the employee may request a pre-evaluation conference to discuss any areas of mutual concern.

### **5. *Post-Evaluation Conference***

A conference will be held at the time of the evaluation. The purpose of the conference is to:

- a) review all pertinent evaluative data;
- b) provide written documentation directly related to job performance in the form of commendations and recommendations.

### **6. *Personnel File***

The evaluation form is to signed by both parties with a copy to each. The employee's signature signifies awareness of content, not necessarily agreement. The employee has ten (10) working days to file a written response, if desired. A copy of the evaluation and responses shall be placed in the employee's personnel file.

### **III. DUE PROCESS**

Due process is an integral part of the evaluation system. It is provided for as follows:

- A. Employees are informed about the system and procedures through conferences (group and individual).
- B. Employees are given copies of procedures and forms.
- C. Employees have the opportunity to file a written response to the formal evaluation within ten (10) working days of the evaluation. If an employee requests, in writing, additional clarification of the evaluation, the supervisor will respond, in writing, within ten (10) working days.
- D. Employees have access to their personnel file which is maintained in the Personnel Department as provided in the contract.
- E. Employees have the right to bargaining unit representation in any phase of the process.

### **IV. PROCEDURES IN THE EVENT OF AN UNSATISFACTORY EVALUATION**

- A. When there is an unsatisfactory evaluation, the evaluator will make specific recommendations for improvement and suggestions of available sources of assistance.
- B. A plan of assistance shall be developed by the evaluator and evaluated to include an analysis of observable difficulties in meeting established goals, and a statement of immediate action to overcome these difficulties. The plan, identifying a specific timeline of events, is to be signed by both employee and evaluator.
- C. At the time of evaluation a timeline will be set for expected improvement. Following the timeline, reevaluation will be made.

### **V. APPEAL PROCESS**

In the event the employee feels the evaluation procedures have not been followed, he or she may follow the grievance procedure outlined in Article 15 of the CSEA/MCCD Contract.

## **PERFORMANCE AREAS-CRITERIA AND DESCRIPTORS**

### **ROLES AND RESPONSIBILITIES**

Criteria that describes the area of the employee's classification.

#### **Part I. Professional Skills**

- I. Health and safety practices**
  1. Complies with all safety practices established by the district
  2. Refrains from taking unnecessary risks
  3. Takes proper precautions towards own health
- II. Knowledge of work**
  1. Aware of duties and responsibilities
  2. Follows work instructions in a complete and thorough manner
  3. Ability to grasp and carry out job duties
  4. Understands job requirements
- III. Judgment, decision making and dependability**
  1. Ability to make good decisions
  2. Recognizes unusual circumstances and responds appropriately
  3. Works well without close supervision
  4. Follows directions
- IV. Planning and organizing work**
  1. Maintains an organized work system
  2. Arranges priorities to meet emergencies
- V. Quality and accuracy of work**
  1. Keeps accurate records
  2. Checks, proofreads copy for errors
  3. Shows quality in work performed
- VI. Communication**
  1. Communicates clearly and concisely
- VII. Operation and care of equipment/work area**
  1. Keeps work area neat, cleans up work site/area
  2. Practices preventive maintenance

## **Part 2. Personal Attributes**

### **I. Positive interaction with peers, public and students**

- 1. Cooperates with public and staff**
- 2. Treats the public, staff, and students with respect**
- 3. Promotes respect and collaboration**

### **II. Attendance/punctuality**

- 1. Is rarely absent**
- 2. Arrives on time**
- 3. Returns from breaks and lunch on time**

### **III. Work Attitude**

- 1. Maintains a flexible attitude toward changes in routine and responsibilities**
- 2. Communicates pertinent information to others**

### **IV. Effective use of time/meets deadlines**

- 1. Manages work efficiently**
- 2. Understands priorities in job and plans accordingly**

### **V. Initiative**

- 1. Asks questions when task is not understood**
- 2. Sees things to do without being told**
- 3. Learns and applies new ideas, procedures and techniques**

MARIN COMMUNITY COLLEGE DISTRICT  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Request for Change of Scheduled Hours

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_ FTE: \_\_\_\_\_

Department: \_\_\_\_\_

I hereby request the schedule of my hours be changed

From: \_\_\_\_\_

TO: \_\_\_\_\_

Effective: \_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor/Manager Signature

\_\_\_\_\_  
Date

APPROVED/DENIED



**CLASSIFIED (CSEA) EMPLOYEE REQUEST FOR APPROVAL OF COURSE ATTENDANCE**

TO: Manager \_\_\_\_\_

FROM: Employee \_\_\_\_\_

DATE: \_\_\_\_\_

I request approval to take \_\_\_\_\_ course which is being offered at \_\_\_\_\_ beginning \_\_\_\_\_ and ending \_\_\_\_\_ . The course is scheduled for \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ .  
College/University Date Date Days Time Time

I will arrange my work schedule as follows, in order to complete my required work.

Schedule: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Manager's Recommendation: Approve/Disapprove  
\_\_\_\_\_  
Manager's Signature Date \_\_\_\_\_

Cabinet Decision: Approve/Disapprove  
\_\_\_\_\_  
President's Signature Date \_\_\_\_\_

If disapproved, reasons for disapproval: \_\_\_\_\_

Parties acknowledge that the Manager's recommendation and the Cabinet's decision will be based on the District service needs and that approval must be received prior to altering work schedule. They further acknowledge that if the altered work schedule requires an employee to work beyond a 7.5 hour work day, the employee shall waive any claim to overtime on each day such schedule is arranged.

MARIN COMMUNITY COLLEGE DISTRICT  
CALIFORNIA SCHOOLS EMPLOYEES ASSOCIATION SALARY SCHEDULE (CSEA)

SALARY SCHEDULE EFF 2/1/2014  
BOARD APPROVED 1/29/2014

TITLE	RANGE	1	2	3	4	5
Accompanist	106	\$17.93 \$2,913.63	\$18.83 \$3,059.88	\$19.77 \$3,212.63	\$20.76 \$3,373.50	\$21.80 \$3,542.50
Accounting Specialist	112	\$20.79 \$3,378.38	\$21.83 \$3,547.38	\$22.92 \$3,724.50	\$24.07 \$3,911.38	\$25.27 \$4,106.38
Accounts Payable Specialist	111	\$20.28 \$3,295.50	\$21.29 \$3,459.63	\$22.35 \$3,631.88	\$23.47 \$3,813.88	\$24.64 \$4,004.00
Admin. Asst to the Dean/Dir. (Cabinet Level)	112	\$20.79 \$3,378.38	\$21.83 \$3,547.38	\$22.92 \$3,724.50	\$24.07 \$3,911.38	\$25.27 \$4,106.38
Administrative Assistant	109	\$19.31 \$3,137.88	\$20.28 \$3,295.50	\$21.29 \$3,459.63	\$22.35 \$3,631.88	\$23.47 \$3,813.88
Administrative Systems Analyst	126	\$29.38 \$4,774.25	\$30.85 \$5,013.13	\$32.39 \$5,263.38	\$34.01 \$5,526.63	\$35.71 \$5,802.88
Admissions & Records Academic Evaluator	118	\$24.11 \$3,917.88	\$25.32 \$4,114.50	\$26.59 \$4,320.88	\$27.92 \$4,537.00	\$29.32 \$4,764.50
Admissions & Records Specialist	115	\$22.39 \$3,638.38	\$23.51 \$3,820.38	\$24.69 \$4,012.13	\$25.92 \$4,212.00	\$27.22 \$4,423.25
Alternate Media Specialist	118	\$24.11 \$3,917.88	\$25.32 \$4,114.50	\$26.59 \$4,320.88	\$27.92 \$4,537.00	\$29.32 \$4,764.50
Articulation Specialist	112	\$20.79 \$3,378.38	\$21.83 \$3,547.38	\$22.92 \$3,724.50	\$24.07 \$3,911.38	\$25.27 \$4,106.38
Assessment and Testing Coordinator	115	\$22.39 \$3,638.38	\$23.51 \$3,820.38	\$24.69 \$4,012.13	\$25.92 \$4,212.00	\$27.22 \$4,423.25
Bookstore Clerk	103	\$16.64 \$2,704.00	\$17.47 \$2,838.88	\$18.34 \$2,980.25	\$19.26 \$3,129.75	\$20.22 \$3,285.75
Bookstore Operations Assistant	107	\$18.38 \$2,896.75	\$19.30 \$3,136.25	\$20.27 \$3,293.88	\$21.28 \$3,458.00	\$22.34 \$3,630.25
Bookstore Receiving Clerk	103	\$16.64 \$2,704.00	\$17.47 \$2,838.88	\$18.34 \$2,980.25	\$19.26 \$3,129.75	\$20.22 \$3,285.75
Box Office Cashier	104	\$17.06 \$2,772.25	\$17.91 \$2,910.38	\$18.81 \$3,056.63	\$19.75 \$3,209.38	\$20.74 \$3,370.25
Buyer	112	\$20.79 \$3,378.38	\$21.83 \$3,547.38	\$22.92 \$3,724.50	\$24.07 \$3,911.38	\$25.27 \$4,106.38
Community Ed. & Svcs. Program Spec.	118	\$24.11 \$3,917.88	\$25.32 \$4,114.50	\$26.59 \$4,320.88	\$27.92 \$4,537.00	\$29.32 \$4,764.50
Computer Access Specialist	123	\$27.28 \$4,433.00	\$28.64 \$4,654.00	\$30.07 \$4,886.38	\$31.57 \$5,130.13	\$33.15 \$5,386.88
Curriculum & Articulation Specialist	122	\$26.61 \$4,324.13	\$27.94 \$4,540.25	\$29.34 \$4,767.75	\$30.81 \$5,006.63	\$32.35 \$5,256.88
Curriculum & Articulation Technician	108	\$18.84 \$3,061.50	\$19.78 \$3,214.25	\$20.77 \$3,375.13	\$21.81 \$3,544.13	\$22.90 \$3,721.25
Database Administrator	126	\$29.38 \$4,774.25	\$30.85 \$5,013.13	\$32.39 \$5,263.38	\$34.01 \$5,526.63	\$35.71 \$5,802.88
Designer/Stage Technician	109	\$19.31 \$3,137.88	\$20.28 \$3,295.50	\$21.29 \$3,459.63	\$22.35 \$3,631.88	\$23.47 \$3,813.88
DSPS E-Text Assistant	106	\$17.93 \$2,913.63	\$18.83 \$3,059.88	\$19.77 \$3,212.63	\$20.76 \$3,373.50	\$21.80 \$3,542.50
DSPS Program Technician	109	\$19.31 \$3,137.88	\$20.28 \$3,295.50	\$21.29 \$3,459.63	\$22.35 \$3,631.88	\$23.47 \$3,813.88
DSPS Specialist	112	\$20.79 \$3,378.38	\$21.83 \$3,547.38	\$22.92 \$3,724.50	\$24.07 \$3,911.38	\$25.27 \$4,106.38
DSPS Support Services Technician	109	\$19.31 \$3,137.88	\$20.28 \$3,295.50	\$21.29 \$3,459.63	\$22.35 \$3,631.88	\$23.47 \$3,813.88
EOPS Specialist	112	\$20.79 \$3,378.38	\$21.83 \$3,547.38	\$22.92 \$3,724.50	\$24.07 \$3,911.38	\$25.27 \$4,106.38
EOPS/CALWORKS Specialist	112	\$20.79 \$3,378.38	\$21.83 \$3,547.38	\$22.92 \$3,724.50	\$24.07 \$3,911.38	\$25.27 \$4,106.38
Facilities Analyst	122	\$26.61 \$4,324.13	\$27.94 \$4,540.25	\$29.34 \$4,767.75	\$30.81 \$5,006.63	\$32.35 \$5,256.88
Fin. Aid Specialist KTD/IVC	115	\$22.39 \$3,638.38	\$23.51 \$3,820.38	\$24.69 \$4,012.13	\$25.92 \$4,212.00	\$27.22 \$4,423.25
Financial Aids Assistant	105	\$17.49 \$2,842.13	\$18.36 \$2,983.50	\$19.28 \$3,133.00	\$20.24 \$3,289.00	\$21.25 \$3,453.13
Financial Aids Technician	109	\$19.31 \$3,137.88	\$20.28 \$3,295.50	\$21.29 \$3,459.63	\$22.35 \$3,631.88	\$23.47 \$3,813.88
Graphic Artist/Instr. Material Specialist	112	\$20.79 \$3,378.38	\$21.83 \$3,547.38	\$22.92 \$3,724.50	\$24.07 \$3,911.38	\$25.27 \$4,106.38
Graphics Design Specialist	118	\$24.11 \$3,917.88	\$25.32 \$4,114.50	\$26.59 \$4,320.88	\$27.92 \$4,537.00	\$29.32 \$4,764.50
Health Services and Safety Crdr.	112	\$20.79	\$21.83	\$22.92	\$24.07	\$25.27

Longevity increments are computed at the step and salary range to which an employee is assigned as follows:	
Service Years	% of Current Salary
8	4.50%
10	7.50%
13	12.50%
16	17.50%
20	19.50%

MARIN COMMUNITY COLLEGE DISTRICT  
 CALIFORNIA SCHOOLS EMPLOYEES ASSOCIATION SALARY SCHEDULE (CSEA)

SALARY SCHEDULE EFF 3/1/2013  
 BOARD APPROVED 1/19/2013

		\$3,378.38	\$3,547.38	\$3,724.50	\$3,911.38	\$4,106.38
Health Services Assistant	107	\$18.38	\$19.30	\$20.27	\$21.28	\$22.34
		\$2,986.75	\$3,136.25	\$3,293.88	\$3,458.00	\$3,630.25
HSPS Assistant	106	\$17.93	\$18.83	\$19.77	\$20.76	\$21.80
		\$2,913.63	\$3,059.88	\$3,212.63	\$3,373.50	\$3,542.50
Human Resources Technician	111	\$20.28	\$21.29	\$22.35	\$23.47	\$24.64
		\$3,295.50	\$3,459.63	\$3,631.88	\$3,813.88	\$4,004.00
Information Technician	110	\$19.79	\$20.78	\$21.82	\$22.91	\$24.06
		\$3,215.88	\$3,376.75	\$3,545.75	\$3,722.88	\$3,909.75
Instructional Assistant Class Series	106	\$17.93	\$18.83	\$19.77	\$20.76	\$21.80
		\$2,913.63	\$3,059.88	\$3,212.63	\$3,373.50	\$3,542.50
Instructional Specialist - BIS	110	\$19.79	\$20.78	\$21.82	\$22.91	\$24.06
		\$3,215.88	\$3,376.75	\$3,545.75	\$3,722.88	\$3,909.75
Instructional Specialist - Court Reporting	110	\$19.79	\$20.78	\$21.82	\$22.91	\$24.06
		\$3,215.88	\$3,376.75	\$3,545.75	\$3,722.88	\$3,909.75
Instructional Specialist - DSPS	110	\$19.79	\$20.78	\$21.82	\$22.91	\$24.06
		\$3,215.88	\$3,376.75	\$3,545.75	\$3,722.88	\$3,909.75
Instructional Specialist - English	110	\$19.79	\$20.78	\$21.82	\$22.91	\$24.06
		\$3,215.88	\$3,376.75	\$3,545.75	\$3,722.88	\$3,909.75
Instructional Specialist - Library/Learning Resources	110	\$19.79	\$20.78	\$21.82	\$22.91	\$24.06
		\$3,215.88	\$3,376.75	\$3,545.75	\$3,722.88	\$3,909.75
Instructional Specialist - Mathematics	110	\$19.79	\$20.78	\$21.82	\$22.91	\$24.06
		\$3,215.88	\$3,376.75	\$3,545.75	\$3,722.88	\$3,909.75
Instructional Specialist - Modern Languages	110	\$19.79	\$20.78	\$21.82	\$22.91	\$24.06
		\$3,215.88	\$3,376.75	\$3,545.75	\$3,722.88	\$3,909.75
Instructional Specialist - Testing/Dist. Ed.	110	\$19.79	\$20.78	\$21.82	\$22.91	\$24.06
		\$3,215.88	\$3,376.75	\$3,545.75	\$3,722.88	\$3,909.75
Instructional Technology Analyst	126	\$29.38	\$30.85	\$32.39	\$34.01	\$35.71
		\$4,774.25	\$5,013.13	\$5,263.38	\$5,526.63	\$5,802.88
Job Placement Technician	109	\$19.31	\$20.28	\$21.29	\$22.35	\$23.47
		\$3,137.88	\$3,295.50	\$3,459.63	\$3,631.88	\$3,813.88
Laboratory Technician Class Series	110	\$19.79	\$20.78	\$21.82	\$22.91	\$24.06
		\$3,215.88	\$3,376.75	\$3,545.75	\$3,722.88	\$3,909.75
Learning Resources Assistant	106	\$17.93	\$18.83	\$19.77	\$20.76	\$21.80
		\$2,913.63	\$3,059.88	\$3,212.63	\$3,373.50	\$3,542.50
Learning Resources Technician	109	\$19.31	\$20.28	\$21.29	\$22.35	\$23.47
		\$3,137.88	\$3,295.50	\$3,459.63	\$3,631.88	\$3,813.88
Library Technical Assistant	110	\$19.79	\$20.78	\$21.82	\$22.91	\$24.06
		\$3,215.88	\$3,376.75	\$3,545.75	\$3,722.88	\$3,909.75
Library Technical Specialist	112	\$20.79	\$21.83	\$22.92	\$24.07	\$25.27
		\$3,378.38	\$3,547.38	\$3,724.50	\$3,911.38	\$4,106.38
Media Center Assistant	106	\$17.93	\$18.83	\$19.77	\$20.76	\$21.80
		\$2,913.63	\$3,059.88	\$3,212.63	\$3,373.50	\$3,542.50
Media Center Specialist	113	\$21.31	\$22.38	\$23.50	\$24.68	\$25.91
		\$3,462.88	\$3,636.75	\$3,818.75	\$4,010.50	\$4,210.38
Media Production Technician	111	\$20.28	\$21.29	\$22.35	\$23.47	\$24.64
		\$3,295.50	\$3,459.63	\$3,631.88	\$3,813.88	\$4,004.00
Media Services Coordinator	112	\$20.79	\$21.83	\$22.92	\$24.07	\$25.27
		\$3,378.38	\$3,547.38	\$3,724.50	\$3,911.38	\$4,106.38
Microcomputer Coordinator	115	\$22.39	\$23.51	\$24.69	\$25.92	\$27.22
		\$3,638.38	\$3,820.38	\$4,012.13	\$4,212.00	\$4,423.25
Office Technician	105	\$17.49	\$18.36	\$19.28	\$20.24	\$21.25
		\$2,842.13	\$2,983.50	\$3,133.00	\$3,289.00	\$3,453.13
Payroll/Benefits Specialist	118	\$24.11	\$25.32	\$26.59	\$27.92	\$29.32
		\$3,917.88	\$4,114.50	\$4,320.88	\$4,537.00	\$4,764.50
Print Production Specialist	112	\$20.79	\$21.83	\$22.92	\$24.07	\$25.27
		\$3,378.38	\$3,547.38	\$3,724.50	\$3,911.38	\$4,106.38
Production Technician	109	\$19.31	\$20.28	\$21.29	\$22.35	\$23.47
		\$3,137.88	\$3,295.50	\$3,459.63	\$3,631.88	\$3,813.88
Reprographics Mail/Clerk	105	\$17.49	\$18.36	\$19.28	\$20.24	\$21.25
		\$2,842.13	\$2,983.50	\$3,133.00	\$3,289.00	\$3,453.13
Senior Creative Designer	128	\$30.86	\$32.40	\$34.02	\$35.72	\$37.51
		\$5,014.75	\$5,265.00	\$5,528.25	\$5,804.50	\$6,095.38
Staff Development Program Administrator	126	\$29.38	\$30.85	\$32.39	\$34.01	\$35.71
		\$4,774.25	\$5,013.13	\$5,263.38	\$5,526.63	\$5,802.88
System Developer	128	\$30.86	\$32.40	\$34.02	\$35.72	\$37.51
		\$5,014.75	\$5,265.00	\$5,528.25	\$5,804.50	\$6,095.38
System Support Administrator	126	\$29.38	\$30.85	\$32.39	\$34.01	\$35.71
		\$4,774.25	\$5,013.13	\$5,263.38	\$5,526.63	\$5,802.88
System Support Technician	124	\$27.96	\$29.36	\$30.83	\$32.37	\$33.99
		\$4,543.50	\$4,771.00	\$5,009.88	\$5,260.13	\$5,523.38

**MARIN COMMUNITY COLLEGE DISTRICT  
CALIFORNIA SCHOOLS EMPLOYEES ASSOCIATION SALARY SCHEDULE (CSEA)**

SALARY SCHEDULE EFF 3/1/2013  
BOARD APPROVED 3/19/2013

Technology Operations Support Spec.	125	\$28.66	\$30.09	\$31.59	\$33.17	\$34.83
		\$4,657.25	\$4,889.63	\$5,133.38	\$5,390.13	\$5,659.88
Telecommunications & Elec. Specialist	119	\$24.71	\$25.95	\$27.25	\$28.61	\$30.04
		\$4,013.38	\$4,216.88	\$4,428.13	\$4,649.13	\$4,881.50
Testing Technician	106	\$17.93	\$18.83	\$19.77	\$20.76	\$21.80
		\$2,913.63	\$3,059.88	\$3,212.63	\$3,373.50	\$3,542.50
Theatre Manager	109	\$19.31	\$20.28	\$21.29	\$22.35	\$23.47
		\$3,137.88	\$3,295.50	\$3,459.63	\$3,631.88	\$3,813.88
Transfer and Career Center Tech.	111	\$20.28	\$21.29	\$22.35	\$23.47	\$24.64
		\$3,295.50	\$3,459.63	\$3,631.88	\$3,813.88	\$4,004.00
Tutoring Center Coordinator	112	\$20.79	\$21.83	\$22.92	\$24.07	\$25.27
		\$3,378.38	\$3,547.38	\$3,724.50	\$3,911.38	\$4,106.38
Video Communications Specialist	123	\$27.28	\$28.64	\$30.07	\$31.57	\$33.15
		\$4,433.00	\$4,654.00	\$4,886.38	\$5,130.13	\$5,386.88
Visual Communications Designer /Publisher	128	\$30.86	\$32.40	\$34.02	\$35.72	\$37.51
		\$5,014.75	\$5,265.00	\$5,528.25	\$5,804.50	\$6,095.38

1. On recommendation of the supervisor, an employee shall advance one (1) step within his/her salary range effective as follows:
  - a) Employees shall be eligible for a step increase on their anniversary date for Steps 1-5. Their anniversary date is on the first day of the month following twelve (12) months of service in the position and this day and month, yearly thereafter. Employees who have breaks in service have reconstructed anniversary dates.
2. Longevity pay shall be granted monthly to all eligible employees, on the following basis:
  - a) Those employees who achieve eligibility for an increment, as designated below, are given their increment on their original anniversary date based on the date of hire in the first CSEA position held at the college. In case of promotion, if the employee is on a longevity step, employee retains the longevity increment and eligibility for their next longevity increments based on the years of creditable services listed below.
    - 1) A first increment for eight (8) years of creditable service.
    - 2) A second increment for ten (10) years of creditable service.
    - 3) A third increment for thirteen (13) years of creditable service.
    - 4) A fourth increment for sixteen (16) years of creditable service.
    - 5) A fifth increment for twenty (20) years of creditable service, effective July 1, 1998.

MARIN COMMUNITY COLLEGE DISTRICT  
 CALIFORNIA SCHOOLS EMPLOYEES ASSOCIATION SALARY SCHEDULE (CSEA)

Attachment D-2

SALARY SCHEDULE EFF 7/1/14 UN INCORP  
 REVISED 7/16/14  
 BOARD APPROVED 7/29/14

TITLE	RANGE	1	2	3	4	5
Accompanist	109	\$19.48 \$3,165.50	\$20.45 \$3,323.13	\$21.47 \$3,488.88	\$22.54 \$3,662.75	\$23.67 \$3,846.38
Accounting Technician	115	\$22.59 \$3,670.88	\$23.72 \$3,854.50	\$24.91 \$4,047.88	\$26.16 \$4,251.00	\$27.47 \$4,463.88
Accounts Payable Specialist	111	\$20.47 \$3,326.38	\$21.49 \$3,492.13	\$22.56 \$3,666.00	\$23.69 \$3,849.63	\$24.87 \$4,041.38
Admin. Asst to the Dean/Dir. (Cabinet Level)	117	\$23.73 \$3,856.13	\$24.92 \$4,049.50	\$26.17 \$4,252.63	\$27.48 \$4,465.50	\$28.85 \$4,688.13
Administrative Assistant	114	\$22.04 \$3,581.50	\$23.14 \$3,760.25	\$24.30 \$3,948.75	\$25.52 \$4,147.00	\$26.80 \$4,355.00
Administrative Systems Analyst	137	\$38.89 \$6,319.63	\$40.83 \$6,634.88	\$42.87 \$6,966.38	\$45.01 \$7,314.13	\$47.26 \$7,679.75
Admissions & Records Academic Evaluator	118	\$24.32 \$3,952.00	\$25.54 \$4,150.25	\$26.82 \$4,358.25	\$28.16 \$4,576.00	\$29.57 \$4,803.13
Admissions & Records Specialist	115	\$22.59 \$3,670.88	\$23.72 \$3,854.50	\$24.91 \$4,047.88	\$26.16 \$4,251.00	\$27.47 \$4,463.88
Admissions and Records Technician	109	\$19.48 \$3,165.50	\$20.45 \$3,323.13	\$21.47 \$3,488.88	\$22.54 \$3,662.75	\$23.67 \$3,846.38
Assistive Technology Specialist	122	\$26.84 \$4,361.50	\$28.18 \$4,579.25	\$29.59 \$4,808.38	\$31.07 \$5,048.88	\$32.62 \$5,300.75
Articulation Specialist	112	\$20.98 \$3,409.25	\$22.03 \$3,579.88	\$23.13 \$3,758.63	\$24.29 \$3,947.13	\$25.50 \$4,143.75
Bookstore Clerk	106	\$18.09 \$2,939.63	\$18.99 \$3,085.88	\$19.94 \$3,240.25	\$20.94 \$3,402.75	\$21.99 \$3,573.38
Bookstore Operations Assistant	107	\$18.54 \$3,012.75	\$19.47 \$3,163.88	\$20.44 \$3,321.50	\$21.46 \$3,487.25	\$22.53 \$3,661.13
Box Office Cashier	104	\$17.22 \$2,798.25	\$18.08 \$2,938.00	\$18.98 \$3,084.25	\$19.93 \$3,238.63	\$20.93 \$3,401.13
Buyer	123	\$27.51 \$4,470.38	\$28.89 \$4,694.63	\$30.33 \$4,928.63	\$31.85 \$5,175.63	\$33.44 \$5,434.00
Community Ed. & Svcs. Program Spec.	121	\$26.19 \$4,255.88	\$27.50 \$4,468.75	\$28.88 \$4,693.00	\$30.32 \$4,927.00	\$31.84 \$5,174.00
Computer Access Specialist	126	\$29.63 \$4,814.88	\$31.11 \$5,055.38	\$32.67 \$5,308.88	\$34.30 \$5,573.75	\$36.02 \$5,853.25
Curriculum & Articulation Specialist	122	\$26.84 \$4,361.50	\$28.18 \$4,579.25	\$29.59 \$4,808.38	\$31.07 \$5,048.88	\$32.62 \$5,300.75
Instructional Support Specialist	115	\$22.59 \$3,670.88	\$23.72 \$3,854.50	\$24.91 \$4,047.88	\$26.16 \$4,251.00	\$27.47 \$4,463.88
Database Administrator	137	\$38.89 \$6,319.63	\$40.83 \$6,634.88	\$42.87 \$6,966.38	\$45.01 \$7,314.13	\$47.26 \$7,679.75
Designer/Stage Technician	115	\$22.59 \$3,670.88	\$23.72 \$3,854.50	\$24.91 \$4,047.88	\$26.16 \$4,251.00	\$27.47 \$4,463.88
DSPS E-Text Assistant	109	\$19.48 \$3,165.50	\$20.45 \$3,323.13	\$21.47 \$3,488.88	\$22.54 \$3,662.75	\$23.67 \$3,846.38
DSPS Program Technician	109	\$19.48 \$3,165.50	\$20.45 \$3,323.13	\$21.47 \$3,488.88	\$22.54 \$3,662.75	\$23.67 \$3,846.38
DSPS Specialist	116	\$23.15 \$3,761.88	\$24.31 \$3,950.38	\$25.53 \$4,148.63	\$26.81 \$4,356.63	\$28.15 \$4,574.38
DSPS Support Services Technician	112	\$20.98 \$3,409.25	\$22.03 \$3,579.88	\$23.13 \$3,758.63	\$24.29 \$3,947.13	\$25.50 \$4,143.75
EOPS Specialist	112	\$20.98 \$3,409.25	\$22.03 \$3,579.88	\$23.13 \$3,758.63	\$24.29 \$3,947.13	\$25.50 \$4,143.75
EOPS/CALWORKS Specialist	112	\$20.98 \$3,409.25	\$22.03 \$3,579.88	\$23.13 \$3,758.63	\$24.29 \$3,947.13	\$25.50 \$4,143.75
Facilities Analyst	122	\$26.84 \$4,361.50	\$28.18 \$4,579.25	\$29.59 \$4,808.38	\$31.07 \$5,048.88	\$32.62 \$5,300.75
Fin. Aid Specialist KTD/IVC	115	\$22.59 \$3,670.88	\$23.72 \$3,854.50	\$24.91 \$4,047.88	\$26.16 \$4,251.00	\$27.47 \$4,463.88
Financial Aids Assistant	105	\$17.65 \$2,868.13	\$18.53 \$3,011.13	\$19.46 \$3,162.25	\$20.43 \$3,319.88	\$21.45 \$3,485.63
Financial Aids Technician	109	\$19.48 \$3,165.50	\$20.45 \$3,323.13	\$21.47 \$3,488.88	\$22.54 \$3,662.75	\$23.67 \$3,846.38
Graphic Artist/Instr. Material Specialist	112	\$20.98 \$3,378.38	\$22.03 \$3,547.38	\$23.13 \$3,724.50	\$24.29 \$3,911.38	\$25.50 \$4,106.38
Graphics Design Specialist	118	\$24.32 \$3,952.00	\$25.54 \$4,150.25	\$26.82 \$4,358.25	\$28.16 \$4,576.00	\$29.57 \$4,803.13
Health Services and Safety Crdr.	112	\$20.98 \$3,409.25	\$22.03 \$3,579.88	\$23.13 \$3,758.63	\$24.29 \$3,947.13	\$25.50 \$4,143.75
Health Services Assistant	107	\$18.54 \$3,012.75	\$19.47 \$3,163.88	\$20.44 \$3,321.50	\$21.46 \$3,487.25	\$22.53 \$3,661.13
HSPS Assistant	106	\$18.09 \$2,939.63	\$18.99 \$3,085.88	\$19.94 \$3,240.25	\$20.94 \$3,402.75	\$21.99 \$3,573.38

Longevity increments are computed at the step and salary range to which an employee is assigned as follows:	
Service Years	% of Current Salary
8	4.50%
10	7.50%
13	12.50%
16	17.50%
20	19.50%

MARIN COMMUNITY COLLEGE DISTRICT  
 CALIFORNIA SCHOOLS EMPLOYEES ASSOCIATION SALARY SCHEDULE (CSEA)

SALARY SCHEDULE EFF 7/1/14 ON INCREASE  
 REVISIO 7/16/14  
 BOARD APPROVED 7/29/14

Human Resources Technician	118	\$24.32 \$3,952.00	\$25.54 \$4,150.25	\$26.82 \$4,358.25	\$28.16 \$4,576.00	\$29.57 \$4,805.13
Instructional Assistant Class Series	107	\$18.54 \$3,012.75	\$19.47 \$3,163.88	\$20.44 \$3,321.90	\$21.46 \$3,487.25	\$22.53 \$3,661.13
Instructional Specialist - BIS	115	\$22.59 \$3,670.88	\$23.72 \$3,854.50	\$24.91 \$4,047.88	\$26.16 \$4,251.00	\$27.47 \$4,463.88
Instructional Specialist - Court Reporting	115	\$22.59 \$3,670.88	\$23.72 \$3,854.50	\$24.91 \$4,047.88	\$26.16 \$4,251.00	\$27.47 \$4,463.88
Instructional Specialist - DSPS	115	\$22.59 \$3,670.88	\$23.72 \$3,854.50	\$24.91 \$4,047.88	\$26.16 \$4,251.00	\$27.47 \$4,463.88
Instructional Specialist - English	115	\$22.59 \$3,670.88	\$23.72 \$3,854.50	\$24.91 \$4,047.88	\$26.16 \$4,251.00	\$27.47 \$4,463.88
Instructional Specialist - Library/Learning Resources	115	\$22.59 \$3,670.88	\$23.72 \$3,854.50	\$24.91 \$4,047.88	\$26.16 \$4,251.00	\$27.47 \$4,463.88
Instructional Specialist - Mathematics	115	\$22.59 \$3,670.88	\$23.72 \$3,854.50	\$24.91 \$4,047.88	\$26.16 \$4,251.00	\$27.47 \$4,463.88
Instructional Specialist - Modern Languages	110	\$19.97 \$3,245.13	\$20.97 \$3,407.63	\$22.02 \$3,578.25	\$23.12 \$3,757.00	\$24.28 \$3,945.50
Instructional Specialist - Testing/Dist. Ed.	110	\$19.97 \$3,245.13	\$20.97 \$3,407.63	\$22.02 \$3,578.25	\$23.12 \$3,757.00	\$24.28 \$3,945.50
Instructional Technologist - Distance Ed.	125	\$28.91 \$4,697.88	\$30.36 \$4,933.50	\$31.88 \$5,180.50	\$33.47 \$5,438.88	\$35.14 \$5,710.25
Instructional Technology Analyst	126	\$29.63 \$4,814.88	\$31.11 \$5,055.38	\$32.67 \$5,308.88	\$34.30 \$5,573.75	\$36.02 \$5,853.25
Job Placement Technician	113	\$21.50 \$3,493.75	\$22.58 \$3,669.25	\$23.71 \$3,852.88	\$24.90 \$4,046.25	\$26.15 \$4,249.38
Laboratory Technician Class Series	115	\$22.59 \$3,670.88	\$23.72 \$3,854.50	\$24.91 \$4,047.88	\$26.16 \$4,251.00	\$27.47 \$4,463.88
Laboratory Technician - Communication and Media Services	115	\$22.59 \$3,670.88	\$23.72 \$3,854.50	\$24.91 \$4,047.88	\$26.16 \$4,251.00	\$27.47 \$4,463.88
Laboratory Technician - Museum	112	\$20.98 \$3,409.25	\$22.03 \$3,579.88	\$23.13 \$3,758.63	\$24.29 \$3,947.13	\$25.50 \$4,143.75
Learning Resources Assistant	106	\$18.09 \$2,939.63	\$18.99 \$3,085.88	\$19.94 \$3,240.25	\$20.94 \$3,402.75	\$21.99 \$3,573.38
Learning Resources Technician	109	\$19.48 \$3,165.50	\$20.45 \$3,323.13	\$21.47 \$3,488.88	\$22.54 \$3,662.75	\$23.67 \$3,846.38
Library Technical Assistant	110	\$19.97 \$3,245.13	\$20.97 \$3,407.63	\$22.02 \$3,578.25	\$23.12 \$3,757.00	\$24.28 \$3,945.50
Library Technical Specialist	112	\$20.98 \$3,409.25	\$22.03 \$3,579.88	\$23.13 \$3,758.63	\$24.29 \$3,947.13	\$25.50 \$4,143.75
Media Center Assistant	106	\$18.09 \$2,939.63	\$18.99 \$3,085.88	\$19.94 \$3,240.25	\$20.94 \$3,402.75	\$21.99 \$3,573.38
Media Center Specialist	112	\$20.98 \$3,409.25	\$22.03 \$3,579.88	\$23.13 \$3,758.63	\$24.29 \$3,947.13	\$25.50 \$4,143.75
Media Production Technician	111	\$20.47 \$3,326.38	\$21.49 \$3,492.13	\$22.56 \$3,666.00	\$23.69 \$3,849.63	\$24.87 \$4,041.38
Media Services Coordinator	113	\$21.50 \$3,493.75	\$22.58 \$3,669.25	\$23.71 \$3,852.88	\$24.90 \$4,046.25	\$26.15 \$4,249.38
Microcomputer Coordinator	115	\$22.59 \$3,670.88	\$23.72 \$3,854.50	\$24.91 \$4,047.88	\$26.16 \$4,251.00	\$27.47 \$4,463.88
Office Technician I	105	\$17.65 \$2,868.13	\$18.53 \$3,011.13	\$19.46 \$3,162.25	\$20.43 \$3,319.88	\$21.45 \$3,485.63
Office Technician II*	106	\$18.09 \$2,939.63	\$18.99 \$3,085.88	\$19.94 \$3,240.25	\$20.94 \$3,402.75	\$21.99 \$3,573.38
Payroll/Benefits Specialist	118	\$24.32 \$3,952.00	\$25.54 \$4,150.25	\$26.82 \$4,358.25	\$28.16 \$4,576.00	\$29.57 \$4,805.13
Print Production Specialist	114	\$22.04 \$3,581.50	\$23.14 \$3,760.25	\$24.30 \$3,948.75	\$25.52 \$4,147.00	\$26.80 \$4,355.00
Production Technician	109	\$19.48 \$3,165.50	\$20.45 \$3,323.13	\$21.47 \$3,488.88	\$22.54 \$3,662.75	\$23.67 \$3,846.38
Reprographics Mail/Clerk	105	\$17.65 \$2,868.13	\$18.53 \$3,011.13	\$19.46 \$3,162.25	\$20.43 \$3,319.88	\$21.45 \$3,485.63
Research Analyst	124	\$28.20 \$4,582.50	\$29.61 \$4,811.63	\$31.09 \$5,052.13	\$32.64 \$5,304.00	\$34.27 \$5,568.88
Senior Creative Designer	128	\$31.13 \$5,058.63	\$32.69 \$5,312.13	\$34.32 \$5,577.00	\$36.04 \$5,856.50	\$37.84 \$6,149.00
Staff Accountant	125	\$28.91 \$4,697.88	\$30.36 \$4,933.50	\$31.88 \$5,180.50	\$33.47 \$5,438.88	\$35.14 \$5,710.25
Staff Development Program Administrator	126	\$29.63 \$4,814.88	\$31.11 \$5,055.38	\$32.67 \$5,308.88	\$34.30 \$5,573.75	\$36.02 \$5,853.25
System Administrator	133	\$35.23 \$5,724.88	\$36.99 \$6,010.88	\$38.84 \$6,311.90	\$40.78 \$6,626.75	\$42.82 \$6,958.25
System Support Administrator	126	\$29.63 \$4,814.88	\$31.11 \$5,055.38	\$32.67 \$5,308.88	\$34.30 \$5,573.75	\$36.02 \$5,853.25

Longevity increments are computed at the step and salary range to which an employee is assigned as follows:

Service Years	% of Current Salary
8	4.50%
10	7.50%
13	12.50%
16	17.50%
20	19.50%

MARIN COMMUNITY COLLEGE DISTRICT  
**CALIFORNIA SCHOOLS EMPLOYEES ASSOCIATION SALARY SCHEDULE (CSEA)**

SALARY SCHEDULE EFF 7/1/14 1% INCREASE  
 REVISED 7/16/14  
 BOARD APPROVED 7/29/14

System Support Technician	124	\$28.20	\$29.61	\$31.09	\$32.64	\$34.27
		\$4,382.50	\$4,811.63	\$5,052.13	\$5,304.00	\$5,568.88
Technology Operations Support Spec.	128	\$31.13	\$32.69	\$34.32	\$36.04	\$37.84
		\$5,058.63	\$5,312.13	\$5,577.00	\$5,856.50	\$6,149.00
Telecommunications & Elec. Specialist	119	\$24.93	\$26.18	\$27.49	\$28.86	\$30.30
		\$4,051.13	\$4,254.25	\$4,467.13	\$4,689.75	\$4,923.75
Testing Center Coordinator	122	\$26.84	\$28.18	\$29.59	\$31.07	\$32.62
		\$4,361.50	\$4,579.25	\$4,808.38	\$5,048.88	\$5,300.75
Testing Technician	106	\$18.09	\$18.99	\$19.94	\$20.94	\$21.99
		\$2,939.63	\$3,085.88	\$3,240.25	\$3,402.75	\$3,573.38
Theatre Manager	109	\$19.48	\$20.45	\$21.47	\$22.54	\$23.67
		\$3,165.50	\$3,323.13	\$3,488.88	\$3,662.75	\$3,846.38
Transfer and Career Center Tech.	111	\$20.47	\$21.49	\$22.56	\$23.69	\$24.87
		\$3,326.38	\$3,492.13	\$3,666.00	\$3,849.63	\$4,041.38
Tutoring Center Coordinator	112	\$20.98	\$22.03	\$23.13	\$24.29	\$25.50
		\$3,409.25	\$3,579.88	\$3,758.63	\$3,947.13	\$4,143.75
Video Communications Specialist	123	\$27.51	\$28.89	\$30.33	\$31.85	\$33.44
		\$4,470.38	\$4,694.63	\$4,928.63	\$5,175.63	\$5,434.00
Visual Communications Designer /Publisher	128	\$31.13	\$32.69	\$34.32	\$36.04	\$37.84
		\$5,058.63	\$5,312.13	\$5,577.00	\$5,856.50	\$6,149.00
Work Force Program Specialist	112	\$20.98	\$22.03	\$23.13	\$24.29	\$25.50
		\$3,409.25	\$3,579.88	\$3,758.63	\$3,947.13	\$4,143.75

Longevity increments are computed at the step and salary range to which an employee is assigned as follows:	
Service Years	% of Current Salary
8	4.50%
10	7.50%
13	12.50%
16	17.50%
20	19.50%

1. On recommendation of the supervisor, an employee shall advance one (1) step within his/her salary range effective as follows:

a) Employees shall be eligible for a step increase on their anniversary date for Steps 1-5. Their anniversary date is on the first day of the month following twelve (12) months of service in the position and this day and month, yearly thereafter. Employees who have breaks in service have reconstructed anniversary dates.

2. Longevity pay shall be granted monthly to all eligible employees, on the following basis:

a) Those employees who achieve eligibility for an increment, as designated below, are given their increment on their original anniversary date based on the date of hire in the first CSEA position held at the college. In case of promotion, if the employee is on a longevity step, employee retains the longevity increment and eligibility for their next longevity increments based on the years of creditable services listed below.

- 1) A first increment for eight (8) years of creditable service.
- 2) A second increment for ten (10) years of creditable service.
- 3) A third increment for thirteen (13) years of creditable service.
- 4) A fourth increment for sixteen (16) years of creditable service.
- 5) A fifth increment for twenty (20) years of creditable service, effective July 1, 1998.

\*Salary pursuant to TA dated 7/18/2012; Board Approved 12/11/12

\*Job Placement Technician reclassified to 113 effective 7/1/13

MARIN COMMUNITY COLLEGE DISTRICT  
CALIFORNIA SCHOOLS EMPLOYEES ASSOCIATION SALARY SCHEDULE (CSEA)

1% INCREASE EFFECTIVE 01/01/2015  
BOARD APPROVED 01/20/2015

TITLE	RANGE	1	2	3	4	5
Accompanist	109	\$19.67 \$3,197.16	\$20.66 \$3,357.25	\$21.69 \$3,524.63	\$22.77 \$3,700.13	\$23.91 \$3,885.38
Accounting Technician	115	\$22.82 \$3,707.58	\$23.96 \$3,893.50	\$25.16 \$4,088.50	\$26.42 \$4,293.25	\$27.74 \$4,507.75
Accounts Payable Specialist	111	\$20.67 \$3,359.64	\$21.71 \$3,527.88	\$22.80 \$3,705.00	\$23.94 \$3,890.25	\$25.14 \$4,085.25
Admin. Asst to the Dean/Dir. (Cabinet Level)	117	\$23.97 \$3,894.69	\$25.17 \$4,090.13	\$26.43 \$4,294.88	\$27.75 \$4,509.38	\$29.14 \$4,735.25
Administrative Assistant	114	\$22.26 \$3,617.32	\$23.37 \$3,797.63	\$24.54 \$3,987.75	\$25.77 \$4,187.63	\$27.06 \$4,397.25
Administrative Systems Analyst	137	\$39.28 \$6,382.82	\$41.24 \$6,701.50	\$43.30 \$7,036.25	\$45.47 \$7,388.88	\$47.74 \$7,757.75
Admissions & Records Academic Evaluator	118	\$24.56 \$3,991.52	\$25.79 \$4,190.88	\$27.08 \$4,400.50	\$28.43 \$4,619.88	\$29.85 \$4,850.63
Assistive Technology Specialist	122	\$27.11 \$4,405.12	\$28.46 \$4,624.75	\$29.88 \$4,855.50	\$31.37 \$5,097.63	\$32.94 \$5,352.75
Articulation Specialist	112	\$21.19 \$3,443.34	\$22.25 \$3,615.63	\$23.36 \$3,796.00	\$24.53 \$3,986.13	\$25.76 \$4,186.00
Bookstore Clerk	106	\$18.27 \$2,969.02	\$19.18 \$3,116.75	\$20.14 \$3,272.75	\$21.15 \$3,436.88	\$22.21 \$3,609.13
Bookstore Operations Assistant	107	\$18.73 \$3,042.88	\$19.66 \$3,194.75	\$20.64 \$3,354.00	\$21.67 \$3,521.38	\$22.75 \$3,696.88
Box Office Cashier	104	\$17.39 \$2,826.23	\$18.26 \$2,967.25	\$19.17 \$3,115.13	\$20.13 \$3,271.13	\$21.14 \$3,435.25
Buyer	123	\$27.79 \$4,515.08	\$29.17 \$4,740.13	\$30.63 \$4,977.38	\$32.16 \$5,226.00	\$33.77 \$5,487.63
Community Ed. & Svcs. Program Spec.	121	\$26.45 \$4,298.43	\$27.77 \$4,512.63	\$29.16 \$4,738.50	\$30.62 \$4,975.75	\$32.15 \$5,224.38
Computer Access Specialist	126	\$29.93 \$4,863.02	\$31.42 \$5,105.75	\$32.99 \$5,360.88	\$34.64 \$5,629.00	\$36.37 \$5,910.13
Curriculum & Articulation Specialist	122	\$27.11 \$4,405.12	\$28.46 \$4,624.75	\$29.88 \$4,855.50	\$31.37 \$5,097.63	\$32.94 \$5,352.75
Instructional Support Specialist	115	\$22.82 \$3,707.58	\$23.96 \$3,893.50	\$25.16 \$4,088.50	\$26.42 \$4,293.25	\$27.74 \$4,507.75
Database Administrator	137	\$39.28 \$6,382.82	\$41.24 \$6,701.50	\$43.30 \$7,036.25	\$45.47 \$7,388.88	\$47.74 \$7,757.75
Designer/Stage Technician	115	\$22.82 \$3,707.58	\$23.96 \$3,893.50	\$25.16 \$4,088.50	\$26.42 \$4,293.25	\$27.74 \$4,507.75
DSPS E-Text Assistant	109	\$19.67 \$3,197.16	\$20.66 \$3,357.25	\$21.69 \$3,524.63	\$22.77 \$3,700.13	\$23.91 \$3,885.38
DSPS Program Technician	109	\$19.67 \$3,197.16	\$20.66 \$3,357.25	\$21.69 \$3,524.63	\$22.77 \$3,700.13	\$23.91 \$3,885.38
DSPS Specialist	116	\$23.38 \$3,799.49	\$24.55 \$3,989.38	\$25.78 \$4,189.25	\$27.07 \$4,398.88	\$28.42 \$4,618.25
DSPS Support Services Technician	112	\$21.19 \$3,443.34	\$22.25 \$3,615.63	\$23.36 \$3,796.00	\$24.53 \$3,986.13	\$25.76 \$4,186.00
Enrollment Services Associate I	115	\$22.82 \$3,707.58	\$23.96 \$3,893.50	\$25.16 \$4,088.50	\$26.42 \$4,293.25	\$27.74 \$4,507.75
Enrollment Services Associate II	119	\$25.18 \$4,091.64	\$26.44 \$4,296.50	\$27.76 \$4,511.00	\$29.15 \$4,736.88	\$30.61 \$4,974.13
Enrollment Services Associate III	123	\$27.79 \$4,515.08	\$29.17 \$4,740.13	\$30.63 \$4,977.38	\$32.16 \$5,226.00	\$33.77 \$5,487.63
EOPS Specialist	112	\$21.19 \$3,443.34	\$22.25 \$3,615.63	\$23.36 \$3,796.00	\$24.53 \$3,986.13	\$25.76 \$4,186.00
EOPS/CALWORKS Specialist	112	\$21.19 \$3,443.34	\$22.25 \$3,615.63	\$23.36 \$3,796.00	\$24.53 \$3,986.13	\$25.76 \$4,186.00
Facilities Analyst	122	\$27.11 \$4,405.12	\$28.46 \$4,624.75	\$29.88 \$4,855.50	\$31.37 \$5,097.63	\$32.94 \$5,352.75
Graphic Artist/Instr. Material Specialist	112	\$21.19 \$3,443.34	\$22.25 \$3,615.63	\$23.36 \$3,796.00	\$24.53 \$3,986.13	\$25.76 \$4,186.00
Graphics Design Specialist	118	\$24.56 \$3,991.52	\$25.79 \$4,190.88	\$27.08 \$4,400.50	\$28.43 \$4,619.88	\$29.85 \$4,850.63
Health Services and Safety Crdr.	112	\$21.19 \$3,443.34	\$22.25 \$3,615.63	\$23.36 \$3,796.00	\$24.53 \$3,986.13	\$25.76 \$4,186.00
Health Services Assistant	107	\$18.73 \$3,042.88	\$19.66 \$3,194.75	\$20.64 \$3,354.00	\$21.67 \$3,521.38	\$22.75 \$3,696.88
HSPS Assistant	106	\$18.27 \$2,969.02	\$19.18 \$3,116.75	\$20.14 \$3,272.75	\$21.15 \$3,436.88	\$22.21 \$3,609.13
Human Resources Technician	118	\$24.56 \$3,991.52	\$25.79 \$4,190.88	\$27.08 \$4,400.50	\$28.43 \$4,619.88	\$29.85 \$4,850.63
Instructional Assistant - Class Series	107	\$18.73 \$3,042.88	\$19.66 \$3,194.75	\$20.64 \$3,354.00	\$21.67 \$3,521.38	\$22.75 \$3,696.88

Longevity increments are computed at the step and salary range to which an employee is assigned as follows:	
Service Years	% of Current Salary
8	4.50%
10	7.50%
13	12.50%
16	17.50%
20	19.50%



MARIN COMMUNITY COLLEGE DISTRICT  
 CALIFORNIA SCHOOLS EMPLOYEES ASSOCIATION SALARY SCHEDULE (CSEA)

1% INCREASE EFFECTIVE 01/01/2015  
 BOARD APPROVED 01/20/2015

Instructional Specialist - BIS	115	\$22.82 \$3,707.58	\$23.96 \$3,893.50	\$25.16 \$4,088.50	\$26.42 \$4,293.25	\$27.74 \$4,507.75
Instructional Specialist - Court Reporting	115	\$22.82 \$3,707.58	\$23.96 \$3,893.50	\$25.16 \$4,088.50	\$26.42 \$4,293.25	\$27.74 \$4,507.75
Instructional Specialist - DSPS	115	\$22.82 \$3,707.58	\$23.96 \$3,893.50	\$25.16 \$4,088.50	\$26.42 \$4,293.25	\$27.74 \$4,507.75
Instructional Specialist - English	115	\$22.82 \$3,707.58	\$23.96 \$3,893.50	\$25.16 \$4,088.50	\$26.42 \$4,293.25	\$27.74 \$4,507.75
Instructional Specialist - Library/Learning Resources	115	\$22.82 \$3,707.58	\$23.96 \$3,893.50	\$25.16 \$4,088.50	\$26.42 \$4,293.25	\$27.74 \$4,507.75
Instructional Specialist - Mathematics	115	\$22.82 \$3,707.58	\$23.96 \$3,893.50	\$25.16 \$4,088.50	\$26.42 \$4,293.25	\$27.74 \$4,507.75
Instructional Specialist - Modern Languages	110	\$20.17 \$3,277.58	\$21.18 \$3,441.75	\$22.24 \$3,614.00	\$23.35 \$3,794.38	\$24.52 \$3,984.50
Instructional Specialist - Testing/Dist. Ed.	110	\$20.17 \$3,277.58	\$21.18 \$3,441.75	\$22.24 \$3,614.00	\$23.35 \$3,794.38	\$24.52 \$3,984.50
Instructional Technologist - Online Education	125	\$29.20 \$4,744.85	\$30.66 \$4,982.25	\$32.19 \$5,230.88	\$33.80 \$5,492.50	\$35.49 \$5,767.13
Instructional Technology Analyst	126	\$29.93 \$4,863.02	\$31.42 \$5,105.75	\$32.99 \$5,360.88	\$34.64 \$5,629.00	\$36.37 \$5,910.13
Job Placement Technician	113	\$21.72 \$3,528.69	\$22.80 \$3,705.00	\$23.94 \$3,890.25	\$25.14 \$4,085.25	\$26.40 \$4,290.00
Laboratory Technician Class Series	115	\$22.82 \$3,707.58	\$23.96 \$3,893.50	\$25.16 \$4,088.50	\$26.42 \$4,293.25	\$27.74 \$4,507.75
Laboratory Technician - Communication and Media Services	115	\$22.82 \$3,707.58	\$23.96 \$3,893.50	\$25.16 \$4,088.50	\$26.42 \$4,293.25	\$27.74 \$4,507.75
Laboratory Technician - Museum	112	\$21.19 \$3,443.34	\$22.25 \$3,615.63	\$23.36 \$3,796.00	\$24.53 \$3,986.13	\$25.76 \$4,186.00
Laboratory Technician - Music	115	\$22.82 \$3,707.58	\$23.96 \$3,893.50	\$25.16 \$4,088.50	\$26.42 \$4,293.25	\$27.74 \$4,507.75
Learning Resources Assistant	106	\$18.27 \$2,969.02	\$19.18 \$3,116.75	\$20.14 \$3,272.75	\$21.15 \$3,436.88	\$22.21 \$3,609.13
Learning Resources Technician	109	\$19.67 \$3,197.16	\$20.66 \$3,357.25	\$21.69 \$3,524.63	\$22.77 \$3,700.13	\$23.91 \$3,885.38
Library Technical Assistant	110	\$20.17 \$3,277.58	\$21.18 \$3,441.75	\$22.24 \$3,614.00	\$23.35 \$3,794.38	\$24.52 \$3,984.50
Library Technical Specialist	112	\$21.19 \$3,443.34	\$22.25 \$3,615.63	\$23.36 \$3,796.00	\$24.53 \$3,986.13	\$25.76 \$4,186.00
Media Center Assistant	106	\$18.27 \$2,969.02	\$19.18 \$3,116.75	\$20.14 \$3,272.75	\$21.15 \$3,436.88	\$22.21 \$3,609.13
Media Center Specialist	112	\$21.19 \$3,443.34	\$22.25 \$3,615.63	\$23.36 \$3,796.00	\$24.53 \$3,986.13	\$25.76 \$4,186.00
Media Production Technician	111	\$20.67 \$3,359.64	\$21.71 \$3,527.88	\$22.80 \$3,705.00	\$23.94 \$3,890.25	\$25.14 \$4,085.25
Media Services Coordinator	113	\$21.72 \$3,528.69	\$22.80 \$3,705.00	\$23.94 \$3,890.25	\$25.14 \$4,085.25	\$26.40 \$4,290.00
Microcomputer Coordinator	115	\$22.82 \$3,707.58	\$23.96 \$3,893.50	\$25.16 \$4,088.50	\$26.42 \$4,293.25	\$27.74 \$4,507.75
Office Technician I	105	\$17.83 \$2,896.81	\$18.72 \$3,042.00	\$19.66 \$3,194.75	\$20.64 \$3,354.00	\$21.67 \$3,521.38
Office Technician II*	106	\$18.27 \$2,969.02	\$19.18 \$3,116.75	\$20.14 \$3,272.75	\$21.15 \$3,436.88	\$22.21 \$3,609.13
Payroll/Benefits Specialist	118	\$24.56 \$3,991.52	\$25.79 \$4,190.88	\$27.08 \$4,400.50	\$28.43 \$4,619.88	\$29.85 \$4,850.63
Print Production Specialist	114	\$22.26 \$3,617.32	\$23.37 \$3,797.63	\$24.54 \$3,987.75	\$25.77 \$4,187.63	\$27.06 \$4,397.25
Production Technician	109	\$19.67 \$3,197.16	\$20.66 \$3,357.25	\$21.69 \$3,524.63	\$22.77 \$3,700.13	\$23.91 \$3,885.38
Reprographics Mail/Clerk	105	\$17.83 \$2,896.81	\$18.72 \$3,042.00	\$19.66 \$3,194.75	\$20.64 \$3,354.00	\$21.67 \$3,521.38
Research Analyst	124	\$28.48 \$4,628.33	\$29.91 \$4,860.38	\$31.41 \$5,104.13	\$32.98 \$5,359.25	\$34.63 \$5,627.38
Senior Creative Designer	128	\$31.44 \$5,109.21	\$33.01 \$5,364.13	\$34.66 \$5,632.25	\$36.39 \$5,913.38	\$38.21 \$6,209.13
Staff Accountant	125	\$29.20 \$4,744.85	\$30.66 \$4,982.25	\$32.19 \$5,230.88	\$33.80 \$5,492.50	\$35.49 \$5,767.13
Staff Development Program Administrator	126	\$29.93 \$4,863.02	\$31.42 \$5,105.75	\$32.99 \$5,360.88	\$34.64 \$5,629.00	\$36.37 \$5,910.13
System Administrator	133	\$35.58 \$5,782.12	\$37.36 \$6,071.00	\$39.23 \$6,374.88	\$41.19 \$6,693.38	\$43.25 \$7,028.13
System Support Administrator	126	\$29.93 \$4,863.02	\$31.42 \$5,105.75	\$32.99 \$5,360.88	\$34.64 \$5,629.00	\$36.37 \$5,910.13
System Support Technician	124	\$28.48 \$4,628.33	\$29.91 \$4,860.38	\$31.41 \$5,104.13	\$32.98 \$5,359.25	\$34.63 \$5,627.38

Longevity increments are computed at the step and salary range to which an employee is assigned as follows:	
Service Years	% of Current Salary
8	4.50%
10	7.50%
13	12.50%
16	17.50%
20	19.50%

MARIN COMMUNITY COLLEGE DISTRICT  
 CALIFORNIA SCHOOLS EMPLOYEES ASSOCIATION SALARY SCHEDULE (CSEA)

1% INCREASE EFFECTIVE 01/01/2015  
 BOARD APPROVED 01/20/2015

<b>Telecommunications &amp; Elec. Specialist</b>	119	\$25.18 \$4,091.64	\$26.44 \$4,296.50	\$27.76 \$4,511.00	\$29.15 \$4,736.88	\$30.61 \$4,974.13
<b>Testing Center Coordinator</b>	122	\$27.11 \$4,405.12	\$28.46 \$4,624.75	\$29.88 \$4,855.50	\$31.37 \$5,097.63	\$32.94 \$5,352.75
<b>Testing Technician</b>	106	\$18.27 \$2,969.02	\$19.18 \$3,116.75	\$20.14 \$3,272.75	\$21.15 \$3,436.88	\$22.21 \$3,609.13
<b>Theatre Manager</b>	109	\$19.67 \$3,197.16	\$20.66 \$3,357.25	\$21.69 \$3,524.63	\$22.77 \$3,700.13	\$23.91 \$3,885.38
<b>Transfer and Career Center Tech.</b>	111	\$20.67 \$3,359.64	\$21.71 \$3,527.88	\$22.80 \$3,705.00	\$23.94 \$3,890.25	\$25.14 \$4,085.25
<b>Tutoring Center Coordinator</b>	112	\$21.19 \$3,443.34	\$22.25 \$3,615.63	\$23.36 \$3,796.00	\$24.53 \$3,986.13	\$25.76 \$4,186.00
<b>Video Communications Specialist</b>	123	\$27.79 \$4,515.08	\$29.17 \$4,740.13	\$30.63 \$4,977.38	\$32.16 \$5,226.00	\$33.77 \$5,487.63
<b>Visual Communications Designer /Publisher</b>	128	\$31.44 \$5,109.21	\$33.01 \$5,364.13	\$34.66 \$5,632.25	\$36.39 \$5,913.38	\$38.21 \$6,209.13
<b>Work Force Program Specialist</b>	112	\$21.19 \$3,443.34	\$22.25 \$3,615.63	\$23.36 \$3,796.00	\$24.53 \$3,986.13	\$25.76 \$4,186.00

Longevity increments are computed at the step and salary range to which an employee is assigned as follows:	
Service Years	% of Current Salary
8	4.50%
10	7.50%
13	12.50%
16	17.50%
20	19.50%

1. On recommendation of the supervisor, an employee shall advance one (1) step within his/her salary range effective as follows:
  - a) Employees shall be eligible for a step increase on their anniversary date for Steps 1-5. Their anniversary date is on the first day of the month following twelve (12) months of service in the position and this day and month, yearly thereafter. Employees who have breaks in service have reconstructed anniversary dates.
2. Longevity pay shall be granted monthly to all eligible employees, on the following basis:
  - a) Those employees who achieve eligibility for an increment, as designated below, are given their increment on their original anniversary date based on the date of hire in the first CSEA position held at the college. In case of promotion, if the employee is on a longevity step, employee retains the longevity increment and eligibility for their next longevity increments based on the years of creditable services listed below.
    - 1) A first increment for eight (8) years of creditable service.
    - 2) A second increment for ten (10) years of creditable service.
    - 3) A third increment for thirteen (13) years of creditable service.
    - 4) A fourth increment for sixteen (16) years of creditable service.
    - 5) A fifth increment for twenty (20) years of creditable service, effective July 1, 1998.

**CLASSIFIED (CSEA) EMPLOYEE APPLICATION FOR REINSTATEMENT TO DISTRICT'S HEALTH BENEFIT COVERAGE**

*Note: This form only applies to current full-time and part time employees that were grandfathered with the implementation of the Self Insured Schools of California (SISC) July 1, 2014. If any employee of the grandfathered group of full or part-time employees opting out enrolls in benefits at a future date, they will be required to participate going forward, and opting out of benefits will not be permitted. Employees may only enroll during open enrollment of HIPAA qualify event.*

**Must be submitted in the year in which you wish to make a change.  
Submit by January 1st in any given year to be effective February 1<sup>st</sup>.**

TO: Human Resources

FROM: \_\_\_\_\_  
Employee (Print Name)

I am currently receiving the health benefit waiver and wish to be reinstated to the District's health benefit coverage, effective February 1, and \_\_\_\_\_.

I have selected the following coverage:

Kaiser:      \_\_\_Member      \_\_\_Member and One      \_\_\_Family  
Non-Kaiser      \_\_\_Member      \_\_\_Member and One      \_\_\_Family

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

Application Accepted:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Human Resources

# Domestic Partners SISC

## Definitions of AB205 and non AB205 Domestic Partners

### Domestic Partner Subject to AB 205: (Narrow)

Only same sex domestic partners age 18 and older and opposite sex domestic partners when one or the other is age 62 or older are eligible under AB 205.

To enroll in health benefits requires a *certified copy of the Declaration of Domestic Partnership that was filed with California Secretary of State.*

(Go to the link on the SISC website to obtain the Declaration)

Coverage for Domestic Partners when they cannot be claimed on the employee's Federal Income Tax Return is a taxable benefit. If both parties desire that the domestic partnership be terminated, eligibility ends six months following the filing of the Notice of Termination of Domestic Partnership with the Secretary of State.

### Domestic Partner Not Subject to AB 205: (Broad)

This is for school districts that have negotiated this benefit.

School districts or employee groups have the option of covering opposite sex domestic partners ages 18 through 61.

To enroll in health benefits requires a *signed affidavit when adding an opposite sex domestic partner age 18 through 61 (affidavit may be obtained from SISC).*

When one or both domestic partners are 62 years of age or older, they must register with the state of California.

Coverage for Domestic Partners when they cannot be claimed on the employee's federal Income Tax return is a taxable benefit.

11/2013 Version



**AFFIDAVIT OF DOMESTIC PARTNERSHIP**

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE STATEMENTS BELOW ARE TRUE AND CORRECT.

That the partnership between:

\_\_\_\_\_ and \_\_\_\_\_  
PRINT OR TYPE NAME (EMPLOYEE) PRINT OR TYPE NAME (DEPENDENT)

commenced on: \_\_\_\_\_, 20 \_\_\_\_ .

We the undersigned, do declare that we meet the requirements which are as follows:

- Both persons have a common residence and have resided together for at least the past six (6) consecutive months and intend to continue residing together.
- Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, resolved, or adjudged a nullity.
- Both persons are not related by blood in any way that would prevent them from being married to each other in this state.
- Both persons are at least 18 years of age and are members of the opposite sex.

The representations are true and correct, and contain no material omissions of fact to the best of our knowledge and belief. Filling an intentionally and materially false Declaration of Domestic Partnership shall be punishable as a misdemeanor.

Dated: \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
SIGNATURE (EMPLOYEE)

\_\_\_\_\_  
PRINT OR TYPE NAME (EMPLOYEE)

\_\_\_\_\_  
SIGNATURE (DEPENDENT)

\_\_\_\_\_  
PRINT OR TYPE NAME (DEPENDENT)

Mailing Address _____			
City _____	State _____	Zip _____	

State of California	<b>NOTARIZATION IS REQUIRED</b>
County of _____	
On _____, before me, _____, Notary Public, personally appeared _____	
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.	
WITNESS my hand and official seal.	
_____ Signature of Notary Public	[SEAL]

**CLASSIFIED (CSEA) EMPLOYEE MEMORANDUM OF  
UNDERSTANDING REGARDING HOLIDAY PAY AND OTHER  
BENEFITS RELATIVE TO INCREASE/REDUCTION IN ASSIGNMENT**

I acknowledge and understand that pursuant to the collective bargaining agreement:

- a. If I temporarily reduce my load (FTE) in any one semester, I will have any holiday which occurs in that semester paid proportionate to the reduction in assignment;
- b. If I temporarily increase my load (FTE) in any one semester, I will have any holiday which occurs in that semester paid proportionate to the increase in assignment.
- c. The Winter Holiday shall be paid proportionate to the assignment in any Fall semester;
- d. Other benefits, such as vacation, sick leave and medical benefits are increased or reduced proportionate to the temporary FTE increase or reduction in my assignment for any particular period of time.

\_\_\_\_\_  
Employee Name (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Human Resources Initials



## Classified (CSEA) Employee Request for Approval of Vacation

To Supervisor / Manager: \_\_\_\_\_

From Employee: \_\_\_\_\_

Date: \_\_\_\_\_

I request approval of vacation for the following dates:

\_\_\_\_\_ through \_\_\_\_\_       Approved     Disapproved

Signature of Supervisor/Manager \_\_\_\_\_ Date \_\_\_\_\_

Parties acknowledge that the decision of the supervisor/manager will be based upon the needs of the service.

COPIES TO:

WHITE — REQUESTING EMPLOYEE

YELLOW — APPROVING SUPERVISOR / MANAGER

03\_Clas\_Vac\_Rq\_01\_06

COLLEGE OF MARIN  
REQUEST FOR EMPLOYEE/FAMILY CARE LEAVE  
AND MEDICAL CERTIFICATION FORM

TO BE COMPLETED BY EMPLOYEE

Employee Name \_\_\_\_\_

A. Sections 1-5 must be completed by the employee for all employee/family care leave requests.

1. Patient/Child Name \_\_\_\_\_

2. Patient's/Child's Relationship to Employee \_\_\_\_\_

3. Date of Injury/Illness/Event \_\_\_\_\_

4. Probable Duration of Injury/Illness/Event \_\_\_\_\_

(a) \_\_\_\_ Continuous for \_\_\_\_\_ weeks.

(b) \_\_\_\_ Intermittent: This is my proposed work schedule.

5. Does the patient require inpatient care in a hospital or residential health care facility? \_\_\_\_ YES \_\_\_\_ NO

\_\_\_\_\_  
(Print Employee Name)

\_\_\_\_\_  
Employee Signature

B. If you are requesting leave due to the birth or adoption of a child or placement of a foster child, sign the following declaration:

I declare under penalty of perjury of law that my request for leave under the College of Marin Employee/Family Care Leave Policy is based on the birth of my child, the adoption of a child by me, or the placement of a foster child with me.

\_\_\_\_\_  
(Print Employee Name)

\_\_\_\_\_  
Employee Signature



TO BE COMPLETED BY HEALTH CARE PROVIDER

C. Complete this section if the employee is requesting leave due to the serious health condition of a family member. Skip to Section D if the employee is requesting leave on account of his/her own serious health condition.

1. Does the patient require assistance for: (Please check all applicable)  
 basic medical care  
 hygiene  
 nutritional needs  
 safety  
 transportation
  
2. Is the employee's presence necessary or would it be beneficial to the care of the patient?  YES  NO
  
3. Estimate amount of time the employee's care is necessary or would be beneficial to the patient. \_\_\_\_\_
  
4. Dates of planned medical treatments or visits if it is medically necessary for the employee to be off work on an intermittent basis or to work less than the employee's normal schedules of hours per day or days per week. \_\_\_\_\_  
\_\_\_\_\_
  
5. Additional Comments:  
\_\_\_\_\_  
\_\_\_\_\_

D. Complete this section if the employee is requesting leave due to the employee's own serious health condition.

1. I have reviewed the attached description of job duties and I certify that because of the employee's serious health condition, the employee is unable to perform the essential functions of his/her position.  
 YES  NO
  
2. Dates of planned medical treatments or visits if it is medically necessary for the employee to be off work on an intermittent basis or to work less than the employee's normal schedules of hours per day or days per week.  
\_\_\_\_\_  
\_\_\_\_\_
  
3. Anticipated Return to Work date \_\_\_\_\_
  
4. Additional Comments:

E. DECLARATION BY HEALTH CARE PROVIDER:

I certify under penalty of perjury of law that the information I have provided is true and accurate.

Name/Title (Please print)\_\_\_\_\_

Name/Title (Signature)\_\_\_\_\_

Address\_\_\_\_\_

Telephone\_\_\_\_\_ Date\_\_\_\_\_

**For Human Resources Department Use Only**

Employee Meets All Requirements: Yes\_\_\_\_ No\_\_\_\_

If "No", explain:

Manager Notified of Request: (Check) \_\_\_\_\_

Approval/Disapproval:

\_\_\_\_\_  
Human Resources Department Date\_\_\_\_\_

\_\_\_\_\_  
Superintendent/President Date\_\_\_\_\_

MARIN COMMUNITY COLLEGE DISTRICT  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

**Grievance Report Form**  
(For use by classified employees in CSEA unit only)

NAME \_\_\_\_\_

- Distribution of Form**
- 1. Supervisor
  - 2. CSEA
  - 3. Classified Employee

**LEVEL 1**

Before filing a formal grievance the grievant shall attempt to resolve it by an informal conference with the immediate supervisor within thirty (30) days after occurrence of the act or omission giving rise to the grievance.

**LEVEL II**

**EMPLOYEE SECTION** (response time 10 working days after informal conference)

A. Date of grievance occurred or known \_\_\_\_\_

B. Statement of grievance \_\_\_\_\_

---



---



---

C. Contract sections violated \_\_\_\_\_

D. Remedy sought \_\_\_\_\_

---



---

Signature \_\_\_\_\_ Date \_\_\_\_\_

**IMMEDIATE SUPERVISOR RESPONSE** (response time 10 working days of receipt of grievance, Level II)

E. \_\_\_\_\_

---



---

Signature \_\_\_\_\_ Date \_\_\_\_\_

**LEVEL III**

A. **APPEAL TO DEPARTMENT MANAGER** (appeal time 10 working days of receipt of Supervisor response)

---



---

Signature \_\_\_\_\_ Date \_\_\_\_\_

(If additional space is needed, attach additional sheet.)

**LEVEL III (continued)**

B. Date received by Department Manager \_\_\_\_\_

C. RESPONSE OF DEPARTMENT MANAGER (response time 10 working days of receipt of appeal)

---

---

Signature \_\_\_\_\_ Date \_\_\_\_\_

**LEVEL IV**

A. APPEAL TO SUPERINTENDENT/PRESIDENT (response time 10 working days of receipt of appeal)

---

---

Signature \_\_\_\_\_ Date \_\_\_\_\_

B. Date received by Superintendent/President \_\_\_\_\_

C. DECISION OF SUPERINTENDENT/PRESIDENT OR DESIGNEE \_\_\_\_\_

---

---

Signature \_\_\_\_\_ Date \_\_\_\_\_

**LEVEL V (Arbitration)**

(Appeal due within 30 days of receipt of Presidents response)

A. Appeal Position of grievant and/or Association \_\_\_\_\_

---

---

Signature of CSEA \_\_\_\_\_ Date \_\_\_\_\_

COLLEGE OF **MARIN** Marin Community College District  
 835 College Avenue  
 Kentfield, CA 94904

## Monthly Compensatory Time Worked Report

MARIN ID # **M**

POSITION #         -

NAME LAST FIRST

FUND ORGN ACCOUNT PROGRAM

TOTAL ACTUAL/STRAIGHT TIME HOURS WORKED DEPARTMENT TITLE %FTE

**Record all time worked in correct blocks for days of month(s) worked. Fill in only the actual number of hours worked. The time and a half calculation will be done automatically.**

25	26	27	28	29	30	31	Prior month/year
1	2	3	4	5	6	7	Current month/year
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	
29	30	31					

EMPLOYEE CERTIFIES AS TRUE AND CORRECT DATE

SUPERVISOR CERTIFIES AS TRUE AND CORRECT DATE

MANAGER DATE

Monthly-Comp-Wk-Report-0030012

ATTACHMENT L

**HEALTH CARE PROVIDER AS DEFINED BY SECRETARY OF LABOR**

*Health care provider means:*

- (1) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices; or
- (2) Podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist), acupuncturists authorized to practice in the State and performing within the scope of their practice as defined under State law; and
- (3) Nurse practitioners, nurse-midwives and clinical social workers who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law; and
- (4) Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.
- (5) Any health care provider from whom an employer or a group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.
- (6) A health care provider as defined above who practices in a country other than the United States, who is licensed to practice in accordance with the laws and regulations of that country.

HEALTHCARE

**APPLICATION FOR EMPLOYEE CLASS FEE PAYMENT**

---

**SOCIAL SECURITY NUMBER**

---

**NAME**

---

**ADDRESS**

---

**Phone Number**

---

**Position at College of Marin**

---

**Class Section Number(s) and Class Title(s)**

---

**Semester/Session**

**Purpose of Class:**

- Enhance Job Skills**
- Personal Enrichment**
- Other** \_\_\_\_\_

---

**Signature of Employee**

TRANSFER REQUEST FORM  
(To be used by Classified (CSEA) Employees)

Date \_\_\_\_\_

NAME \_\_\_\_\_

PRESENT ASSIGNMENT: \_\_\_\_\_

DATE OF EMPLOYMENT: \_\_\_\_\_

TRANSFER POSITION APPLYING FOR: \_\_\_\_\_

Qualifications for Job Transfer Requested: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Additional Comments, if any: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employee's Signature



SCHEDULE REQUEST FORM  
ENGLISH INSTRUCTIONAL SPECIALISTS

TERM \_\_\_\_\_

Name \_\_\_\_\_

Phone \_\_\_\_\_

Instructional Specialists are normally expected to serve in one or more instructional support roles in addition to reading assignments.

Please indicate on the grid below the days or times you will NOT be available for scheduled assignments on campus as a Lab Assistant, as an in-class tutor, or for scheduled one-on-one tutoring.

Time	Monday	Tuesday	Wednesday	Thursday	Friday
8:00					
9:00					
10:00					
11:00					
12:00					
1:00					
2:00					
3:00					
4:00					
5:00					
6:00					
7:00					
8:00					

**Lab Assistant Hours**

Lab Assistants are assigned to LC 110 during peak periods of usage (Monday through Thursday, 10:00a.m. to 2:00p.m.) Normally, one assistant will be assigned for each of the four days for the four peak hours. Exceptions may be accommodated to split two days between two Instructional Specialists with each covering half the assigned time if both agree to the arrangement. Please indicate whether you will be available one of the days for a four-hour shift during peak hours of service:

\_\_\_\_\_ Yes, I will be available to work a four-hour shift one day as a Lab Assistant in LC110 during peak hours (10:00-2:00). The day(s) I prefer: \_\_\_\_\_

\_\_\_\_\_ No, I will not be able to work a four-hour shift one day as a Lab Assistant in LC 110.

\_\_\_\_\_ I would be willing to split a shift with another Instructional Specialist on (days):  
\_\_\_\_\_.

**In-class Tutoring**

Some hours will be assigned in BC 101 (the Computer Writing Center) for in-class tutoring. Scheduled times for this will vary to fit the classes scheduled in the room, the availability of Instructional Specialists and the instructor's desire to work with a tutor.

**Scheduled Tutoring Hours**

Part of each Instructional Specialist’s assignment will normally include scheduled tutoring hours. Tutoring hours normally will be scheduled near the start or end of one or more of the classes you are assigned to read for. Tutoring hours are scheduled in LC 110 or BC 101 unless another location is approved by the Dean of Arts & Humanities.

**Reading Assignments**

Reading assignments are scheduled with consideration for the needs of the total schedule, the target course, creating effective work teams, the number of preparations involved, and above all the benefit to students. Please indicate in priority order the courses you would most like to read for this term. While your preferences may not always prevail, they will be reasonably considered along with other factors. Please note special reasons for interest or specialized qualifications.

- |          |          |
|----------|----------|
| 1. _____ | 5. _____ |
| 2. _____ | 6. _____ |
| 3. _____ | 7. _____ |
| 4. _____ | 8. _____ |

Notes:

**Other Information**

Please indicate any other conditions or information that could be useful in putting the schedule together. Include specific information regarding any documented disability requiring reasonable accommodation.

**Schedule Development**

The Dean’s office will issue a draft Instructional Specialist schedule within 30 days after the due date indicating assignments for the ISs who have completed a timely schedule request form. The Dean will review change requests received within seven days of the distribution of the draft schedule. The needs of the overall schedule, program needs, as well as the primary concern for the benefit of students, will be priority values in the Dean’s decision. A decision will be communicated in writing.

If no schedule request has been received by the deadline, a schedule assignment will be offered at the discretion of administration. No adjustment to the offered schedule should be expected.

# CSEA OUT OF CLASS REQUEST FORM - Attachment P

## Part 1

### General Information –

#### *Please refer to Article 7, Section 10 of the CSEA Contract- Compensation for Working-Out-of-Class*

Out-of-class assignments occur when a department has project work or needs to get work accomplished for a temporary period while a vacant position is under recruitment.

Out-of-class opportunities will be communicated to employees through an internal HR COM posting.

**Important:** Please check if this out-of class assignment is for a:

- Project
- Vacant position which is under recruitment.

**Instructions:** Please complete the sections below and return this form to Human Resources for review and approval.

### Position Specific Information

Step 1: Please attach a list of the substantive duties/tasks to be performed during the out-of-class assignment; including any existing job description, please attach it.

Step 2: Salary of Vacant Position to be Posted: \_\_\_\_\_  
Available Budget for Stipend: \_\_\_\_\_ (actual stipend to be determined by HR prior to posting)  
Source/Approval of Funds: FOAP: \_\_\_\_\_ Manager/VP Approval/Date \_\_\_\_\_

Step 3: Length of Assignment: \_\_\_\_\_  
**Desired Start Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_  
*(Note: It is the supervisor's responsibility to conduct on-going assessments and tracking of the Out-of-class assignment. Normally assignments do not exceed 6 months duration. Extensions beyond six months must be requested in writing at the beginning of the 5<sup>th</sup> month and will be reviewed for approval by HR & CSEA)*

Location of work to be performed: \_\_\_\_\_  
Does this site provide all of the appropriate equipment: \_\_\_\_\_  
Work Schedule (Days/Hours of Work): \_\_\_\_\_ Phone Extension: \_\_\_\_\_  
Who will supervise the work to be performed? \_\_\_\_\_  
Supervisor's Extension: \_\_\_\_\_ Name/Title \_\_\_\_\_

Date internal posting goes out to COM community: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

\_\_\_\_\_  
Manager's Signature

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

# PART 2:

## INFORMATION ON EMPLOYEE SELECTED FOR OUT-OF-CLASS ASSIGNMENT & IMPACT ON DEPARTMENT

**Instruction: This section will be completed by HR in consultation with the supervisor prior to selection of an employee who will perform an Out-of-Class Assignment**

Employee Name: \_\_\_\_\_

Current Job title: \_\_\_\_\_

Current Monthly Salary: \$ \_\_\_\_\_ Pay Range: \_\_\_\_\_ Step: \_\_\_\_\_

- 1) What previously assigned work will **not** be done by the employee selected for the out-of-class assignment?  
(attach the employee's current job description and highlight those duties which will no longer be performed)
  
- 2) Will any other CSEA member perform duties of the employee being paid out of class? Yes \_\_\_ No \_\_\_
  
- 3) Who will be assigned the work no longer done by the out of class employee? \_\_\_\_\_

### FOR HUMAN RESOURCES USE ONLY

Reviewed By: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

Approved: \_\_\_\_\_/\_\_\_/\_\_\_ Denied: \_\_\_\_\_/\_\_\_/\_\_\_

Approved Salary or Stipend: \_\_\_\_\_

Date received by CSEA: \_\_\_/\_\_\_/\_\_\_ Received in HR (date stamp)

## Reclassification Request

Submitted By Supervisor  Submitted By Employee

Employee Name: \_\_\_\_\_ Employee ID: \_\_\_\_\_

Department \_\_\_\_\_

Current Job Title: \_\_\_\_\_

Recommended Payroll Job Title: \_\_\_\_\_

Supervisor Name and Title: \_\_\_\_\_ Supervisor Email/Phone Number: \_\_\_\_\_

Note: 1. Attach current Department Organization Chart (link)  
2. Attach a copy of the current job description for the position.

1. **Reclassification Request** Please describe the significant changes in job duties or responsibilities that have taken place since the position was last reviewed/updated. Attached additional documentation as needed.
  
2. **Purpose of the Proposed Position/Job Summary** (please give a brief description of the overall purpose of the position) in relation to the current job description.
  
3. **Please describe the Scope & Impact** of this additional work on the department. (Scope applies to the organizational extent or range of operations of a position's primary responsibilities. Impact refers to the effect of the position's actions on the organization.) If this work wasn't performed what would be the impact.

4. **Key Responsibilities** (Indicate key functions and the estimated percentage of time spent performing each function. If there are more than 10 key responsibilities, some of the similar functions may be grouped together and an estimated % applied. Please indicate which responsibilities are considered “essential” to the successful performance of the job.

<b>% of Time</b>	<b>Key Responsibilities</b> <i>(To be completed by Supervisor)</i>

5. **Knowledge and Skills**

- **Required:**

- **Preferred:**

6. **What additional Education or Training for the Position Is Needed**

- **Licenses of certifications obtained, if any:**

**7. Problem Solving**

Please provide 2-3 examples of problem solving for this position (please be brief: 1-3 sentences).

**Common problems solved by the employee:**

- 
- 
- 

**Unusual or complex problems solved by the employee:**

- 
- 
- 

**Problems/situations that are referred to this employee's supervisor:**

- 
- 
- 

Please follow your collective bargaining agreement article # \_\_\_\_\_ for management review and then submit to HR.

Signature below indicates that the employee and supervisor have reviewed the job description and reclassification request prior to submission.

**Employee  
Signature:** \_\_\_\_\_

**Supervisor  
Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

COLLEGE OF MARIN  
 EMPLOYEE ALTERNATE SUMMER WORK SCHEDULE  
 REQUEST FORM  
 CSEA Unit Member Classified Staff

Attachment R

NAME: \_\_\_\_\_

DEPT. \_\_\_\_\_ EXTENSION \_\_\_\_\_

This request form is to be used for a flexible schedule for Summer. **From the first week in June through the first week in August. The College will be closed on Fridays.**

You must choose **one** of the options listed and **that option remains in effect for the entire time period.** The option chosen will be subject to Manager/Supervisor approval. It is understood that District service needs and seniority in the job classification will be considered in determining approval/disapproval for an employee's proposed option.

**NOTE: If a longer lunch is taken, the employee must extend his/her workday by the same amount of time.**

Please submit this form to your Manager/Supervisor (**not Department Chair**) by May 1<sup>st</sup>. The Manager/Supervisor will make a recommendation and provide an approved copy to the employee and department Administrative Assistant or designee.

**Please refer to the attachment, which explains all of the provisions of the program.**

**Option Request**

I request:

<b>Option One</b>	<b>Start Time:</b>	<b>End Time:</b>

<b>Option Two or Three</b>	<b>Start Time:</b>	<b>End Time:</b>	<b>Please designate what type of leave you will be using (i.e. vacation, compensatory time or unpaid leave). Type of leave: _____ Please show leave on electronic leave report form.</b>

<b>Option Four</b>	<b>Start Time</b>	<b>End Time</b>	<b>State agreement between you and your Manager</b>

**NOTE: Pursuant to Article 10 Item 15 in the CSEA CBA "Vacation Leave" shall be reported in the month in which the leave is taken, by recording it on the electronic leave report.**

**Recommendation** \_\_\_\_\_

\_\_\_\_\_  
 Manager Signature

\_\_\_\_\_  
 Date

Once approved Manager/Supervisor is responsible for giving a signed copy of Summer Flex Schedule to their employees.



COLLEGE OF MARIN  
EMPLOYEE ALTERNATE SUMMER WORK SCHEDULE  
REQUEST FORM  
CSEA Unit Members Classified Staff

Attachment R

**Work Schedule Options and Overtime Conditions**

Work schedule options will be one of the following:

Standard office hours for public business shall be 8:00 a.m. to 4:30 Monday through Thursday.

1. **Standard Work Schedule** (37.5 hour work week, no vacation or comp time used)  
Work 9.375 hours Monday through Thursday plus additional ½ hour lunch.  
For example: Start work at 7:30 a.m., leave at 5:22 p.m. including a 30 minute lunch break.
  - Individuals on day schedule shall be present from 8:00 a.m. to 4:30 p.m. (8 of your 9.375 hours) unless a specific alternative schedule is approved by the individual's Supervisor.
  - *Overtime in this case is defined as any authorized time worked in excess of 9.375 hours on Monday through Thursday.*
  - ***Includes two eighteen-minute breaks per day***
  
2. **8.5 Hour Daily Work Schedule** (34 hour work week and use 3.5 hours per week comp, vacation or unpaid leave) on Friday's. *To be recorded on the electronic leave report.*  
Work 8.5 hours Monday through Thursday plus additional ½ hour lunch.  
For example: start work at 8:00 a.m., leave at 5:00p.m., including a 30 minute lunch break.
  - *Overtime in this case is defined as any authorized time worked in excess of 8.5 hours on Monday through Thursday.*
  - ***Includes two sixteen-minute breaks per day***
  
3. **7.5 Hour Daily Work Schedule** (30 hour work week and use 7.5 hours per week comp, vacation or unpaid leave) on Friday's. *To be recorded on the electronic leave report.*  
Work 7.5 hours Monday through Thursday plus additional ½ hour lunch.  
For example: Start work at 8:30 a.m., leave at 4:30 p.m. including a 30 minute lunch break.
  - *Overtime in this case is defined as any authorized time worked in excess of 7.5 hours on Monday through Thursday.*
  - ***Includes two fifteen-minute breaks per day***

***Note: To the extent feasible within District service needs, employees and supervisors are encouraged to use compensatory time to establish the 8.5 or 7.5-hour work days.***

4. **Other Option**  
Another option agreed to between the employee and his/her Manager/ Supervisor and approved by supervising Cabinet member. Options may NOT include Friday work activity that requires opening, cooling or providing utilities in College facilities.
  - *Overtime in this case depends on the specific schedule developed by the employee and supervisor.*

Self Insured Schools of Calif (SISC) - Rates Effective 2-1-2015					
	Current Rates			Renewal Rates	
	Total Rate	Employee Share		Total Rate	Employee Share
<b>Kaiser High Plan Option 1</b>					
Employee Only - ALL	\$ 829.00	\$ -		<b>\$ 752.00</b>	\$ -
Employee + 1	\$ 1,657.00	\$ -		<b>\$ 1,504.00</b>	\$ -
Family	\$ 2,205.00	\$ 420.21		<b>\$ 2,128.00</b>	<b>\$ 343.21</b>
<b>Kaiser Deductible HMO Plan Option 2</b>					
Employee Only - ALL	\$ 700.00	\$ -		<b>\$ 660.00</b>	\$ -
Employee + 1 - ALL	\$ 1,401.00	\$ -		<b>\$ 1,320.00</b>	\$ -
Family - NO CHANGE	\$ 1,863.00	\$ 78.21		<b>\$ 1,863.00</b>	<b>\$ 78.21</b>
<b>Blue Shield PPO Option 1 - NO CHANGES</b>					
Employee Only	\$ 1,002.00	\$ -		<b>\$ 1,002.00</b>	
Employee + 1	\$ 1,966.00	\$ 181.21		<b>\$ 1,966.00</b>	
Family	\$ 2,770.00	\$ 985.21		<b>\$ 2,770.00</b>	<b>\$ 985.21</b>
<b>Blue Shield PPO Option 2 - NO CHANGES</b>					
Employee Only	\$ 748.00	\$ -		<b>\$ 748.00</b>	
Employee + 1	\$ 1,467.00	\$ -		<b>\$ 1,467.00</b>	
Family	\$ 2,065.00	\$ 280.21		<b>\$ 2,065.00</b>	<b>\$ 280.21</b>



## Classified and Management Absence Report for Late Submissions

(For use when the submission deadline has past)

PLEASE SUBMIT TO THE HUMAN RESOURCES DEPARTMENT AS SOON AS POSSIBLE.

It is the responsibility of the employee to make a full report of the cause of every absence. For a complete listing of leave regulations, consult the collective bargaining agreement or District policy, whichever is applicable. Use the codes provided below to fill in the calendar date(s) to indicate the type of absence and the number of hours absent. For example: S 4.5 – Sick Leave, 4.5 hours.  
PN b 4.5 – Personal Necessity, accident, 4.5 hours.

Employee:	M00 #:
Department:	Job Title:
Prepared by:	Date:

**CODES**

- B – Bereavement Leave
- C – Compensatory Time
- F – Family Leave
- I – Industrial Accident/Illness Leave
- J – Jury Duty
- LC – Flexible Family Leave  
(Labor Code Sec 233)
- M – Military Leave
- O – Off Duty
- P – Pregnancy Disability Leave
- PN – Personal Necessity
- S – Sick Leave
- U – Uncompensated Leave
- V – Vacation

**Personal Necessity Leave\***

Days accumulated for sick purposes may be used by an employee, at his/her election in cases of personal necessity. Personal necessity is defined as one of the following not to exceed contract maximums:

- a. Death or serious illness of a member of his/her immediate family when additional leave is required beyond that provided in respective contracts.
- b. Accident involving his/her person or property, or the person or property of a member of his/her immediate family.
- c. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction, including adoption hearing.
- d. To conduct legal or other personal and pressing obligations which require the presence of the employee during regularly scheduled working hours in order to prevent a familial or financial hardship. Such obligations do not include any extension of holidays and/or weekends or any recreational matters of personal convenience.
- e. Religious holidays

\*"Immediate family" is defined in respective contracts.

Month / Year \_\_\_\_\_

1	2	3	4	5	6	7	8
9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24
25	26	27	28	29	30	31	

I certify that the information contained in this absence report is accurate and correctly represents the type and the number of hours of each absence.

Employee: \_\_\_\_\_  
SIGNATURE DATE

Supervisor: \_\_\_\_\_  
SIGNATURE (#Applicable) DATE

Manager: \_\_\_\_\_  
SIGNATURE DATE

FOR HUMAN RESOURCES OFFICE USE ONLY

Sick Leave Deduction: \_\_\_\_\_ Post Comp Time Off: \_\_\_\_\_

Sick Leave/PN Deduction: \_\_\_\_\_ Other: \_\_\_\_\_

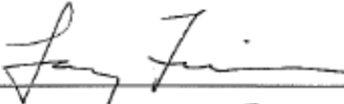
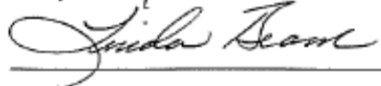
Vacation Leave Deduction: \_\_\_\_\_ Approved: \_\_\_\_\_

**Settlement Agreement  
March 13, 2008**

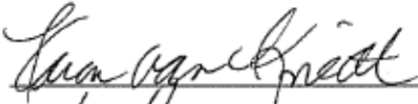




Marin Community College District and CSEA agree as follows:

- 1) CSEA withdraws its declaration of impasse and agrees to settle all outstanding impasse issues as set out below.
- 2) Each unit member previously recommended by the Reclassification Committee shall be reclassified to the next higher range on the new salary schedule. Because the parties agree that the current salary schedule needs to be replaced, the range to which those unit members would need to be reclassified is not currently known.
- 3) Until a new salary schedule is in place, those affected unit members shall receive an ongoing increase in salary of 2% retroactive to July 1, 2007 to be initially paid in the May 2008 pay warrant. (Such salary is not reflected in any range or step of the existing salary schedule.)
- 4) Once the new salary schedule is approved, in the event there is a percentage difference in ranges in excess of 2%, affected unit members shall be paid that percentage difference less 2%, retroactive to July 1, 2007.
- 5) Other than what is set out in this agreement, the district makes no commitment regarding the placement of these or any other unit members on the new salary schedule. Each unit member previously recommended by the Reclassification Committee, and whose salary is adjusted pursuant to this agreement, shall not be disqualified from potential additional upward adjustment pursuant to the ongoing Equity Study.

For M CCD:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For CSEA:

  
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