

# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

**CSEA, TAFT COLLEGE CHAPTER #543**

**And**

**WEST KERN COMMUNITY COLLEGE DISTRICT**

**2017 - 2020**

Ratified: 07/12/2017

Effective: 07/01/2017

Termination: 06/30/2020

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## **ARTICLE 1 AGREEMENT**

- 1.1 This Agreement is made and entered into by and between the **WEST KERN COMMUNITY COLLEGE DISTRICT** ("District" or "Employer") and the **CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION** Taft College Chapter #543 ("Exclusive Representative," "CSEA," or the "Association").
- 1.2 The purpose of this Agreement is to promote the improvement of personnel management and employer-employee relations, provide a procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

## **ARTICLE 2 RECOGNITION**

- 2.1 The District confirms its recognition of CSEA as the exclusive representative of a bargaining unit composed of District classified employees consistent with the Board of Trustees action dated May 5, 1976 (attached as Appendix B).
- 2.2 Excluded from the bargaining unit are all certificated employees of the District and management employees, supervisory employees and confidential employees as designated by the District and substitutes and short-term employees as provided by Education Code §88003.
- 2.3 Should any question arise during the duration of this Agreement as to the appropriate composition of the bargaining unit or as to the inclusion or exclusion of newly created positions or job classifications into or from the bargaining unit, it shall be submitted by either CSEA or the District to the Public Employment Relations Board ("PERB") for resolution.

## **ARTICLE 3 SUPPORT OF AGREEMENT**

- 3.1 The District and CSEA agree that it is in their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that CSEA will support the terms of this Agreement and will not appear before any public bodies to seek change or improvement in any matters subject to the meet and negotiation process except by mutual agreement.
- 3.2 The District shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their rights guaranteed by this Agreement or the Educational Employment Relations Act.

**ARTICLE 4**  
**EFFECT OF AGREEMENT**

- 4.1 It is understood and agreed upon that the specific provisions contained in this Agreement shall prevail over District practices and procedures, and that in the absence of specific provisions in this Agreement such practices and procedures are discretionary with the District.

**ARTICLE 5**  
**ORGANIZATIONAL RIGHTS**

- 5.1 The Association shall be permitted:
- 5.1.1 Access at reasonable times to areas in which unit member's work by an appropriate representative of the Association.
  - 5.1.2 Use of designated institutional bulletin boards, mailboxes, campus mail system, campus email system and Intranet for the posting or transmitting of mass information or notices, provided that a copy of posted or transmitted material is presented to the Superintendent/President at the time of posting or transmission.
  - 5.1.3 Use of institutional facilities and buildings without charge subject to the Civic Center requirements as referenced in Education Code Sections 82537-82548.
  - 5.1.4 The opportunity for a representative of CSEA, who is not an employee of the District to review reviewable material within a unit member's personnel file subject to the condition that the representative be accompanied by or have in his/her possession a written authorization signed by the unit member within one (1) week of the review, and that the representative provides the Human Resources Department twenty-four (24) hours advance notice of his/her desire to review and state the specific reason(s) for the review.
  - 5.1.5 To receive one (1) copy of public Board of Trustee materials on or before scheduled meeting dates of the Board of Trustees.
  - 5.1.6 To designate not more than two (2) job stewards and shall notify the District of the name of each such designated job steward. Such notice will be transmitted in writing within thirty (30) days of the execution of this Agreement and will include the area(s) in which each job steward will be functioning. The Association further agrees to notify the District within fifteen (15) days of any change in designated job stewards.
  - 5.1.7 Upon written request to the District a once a year hire date seniority roster of all bargaining unit employees represented by CSEA, which shall include name, classification, title, hire date, salary range, and step within thirty (30) days of the written request.
  - 5.1.8 Access to Board meeting minutes within fifteen (15) workdays after each Board meeting.



- 5.1.9 Monthly membership meetings in accordance with past practice as mutually agreed upon between the District and CSEA.

## **ARTICLE 6 DUES DEDUCTION**

- 6.1 The Association shall have the sole and exclusive right to have membership dues, initiation and service fees deducted for its unit members by the District. The District, upon appropriate written authorization from any unit member shall deduct and make appropriate remittance of such deductions as provided for herein to the designated payee of CSEA.
- 6.2 Commencing upon ratification of this Agreement and terminating thirty (30) days prior to the expiration of this Agreement, any employee who is a member of or who becomes a member of the Association shall be required to maintain said membership for the term of this Agreement.
- 6.2.1 Payment for membership shall be made to the Association by payroll deduction. Payment of the service fee for those employees who do not elect membership shall be made to the Association either by payroll deduction or by cash payment.
- 6.2.2 Except as set forth in paragraph 6.2 above, the District shall not process withdrawals of deduction authorizations.
- 6.2.3 The District bears no responsibility for the administration or enforcement of these provisions except to deduct authorized membership and service fee payments. The provisions specified in this Article are not subject to the grievance procedure.
- 6.2.4 The Association shall assume all costs of defending any litigation filed against it or the District and naming the District as a party as a result of the implementation of these provisions. The District, however, retains the sole and exclusive right to select its own counsel in any litigation arising from the provisions herein.
- 6.2.5 Upon remitting the deductions requested by CSEA and authorized by the member pursuant to the provisions of this Article, the District has fulfilled its entire obligation relative to said deductions. CSEA hereby agrees to indemnify and hold the District, its officers, agents, and employees harmless from any claim, demand, action, or liability which may result from, or in any way relate to, the making of said deductions and the transmission of said funds to CSEA; and CSEA further agrees to pay any reasonable attorneys' fee claimed by the District, its officers, agents, or employees for legal services actually performed

- 6.2.5 (cont.) on behalf of the District, its officers, agents, or employees as a result of any such claim, demand, action or liability.

## **ARTICLE 7 DISTRICT RIGHTS**

- 7.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control in conformance with the law. Included in those duties and powers are the exclusive right to: determine its organization, direct the work of its employees; determine the times and hours of operation; determine the type and level of service to be provided and the method and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and type of personnel required; maintain the efficiency of District operation; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, assign, classify, evaluate, promote, terminate and discipline employees. An emergency, as referred to herein, shall be considered as a momentous, tragic, sudden event which disrupts the operation of the District. In the event the District declares an emergency exists and such action required by an emergency situation impinges on the rights of the CSEA or its bargaining unit members as stated in this Agreement, such action will be restricted to the period in which the emergency exists. The declaration of an emergency shall not be restricted by Section 7.2 of this article.
- 7.2 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 of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.
- 7.3 The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner at a different time.

## ARTICLE 8

### CLASSIFIED EMPLOYER-EMPLOYEE RELATIONS COMMITTEE

- 8.1 There shall be a committee established of up to three (3) members appointed by the Association President and up to three (3) members appointed by the Superintendent/President.
- 8.2 The committee will meet on an as needed basis. Scheduled meetings may be canceled by mutual agreement and additional meetings may be scheduled by mutual agreement.
- 8.3 The sole purpose of the committee is to maintain a channel of communication between the District and the Association and to provide a forum for discussion of items pertinent to employer/employee relations.
- 8.4 The District and Association agree that it is not the intent of this Article to change the provisions of this Agreement.

## ARTICLE 9 DUTY HOURS

- 9.1 Work Day: The work day for each unit member shall be established and fixed by the District. Each employee will be provided with an annual written notice of the beginning and ending times of the workday. During the academic year, an employee's beginning and ending time may be changed by mutual agreement between the employee and the supervisor.
- 9.2 Work Week: The work week for full-time unit members shall be forty (40) hours. The work week will normally be rendered in units of eight (8) hours per day. Such day shall be exclusive of a lunch period but inclusive of any rest periods prescribed by the District. Workweeks, for the purposes of determining overtime, are from 12:01 a.m., Monday, through midnight the following Sunday.
- 9.2.1 The work week shall normally consist of five (5) consecutive days for unit members rendering service averaging four (4) or more hours per day.
- 9.2.2 Unit members employed full-time and scheduled to work Monday through Friday prior to the execution of this Agreement shall not, subsequent to the execution of this Agreement be rescheduled to other than Monday thru Friday for arbitrary or capricious reasons. This section shall not restrict the District

- 9.2.2 from requiring overtime or extended hours service as provided elsewhere in this Agreement.
- 9.3 Individual Alternative Work Schedule: Any regularly scheduled workweek whereby an employee may work more than eight (8) hours in a twenty-four (24) hour period. Upon the proposal of a supervisor and with mutual agreement between the employee and supervisor, a regularly scheduled alternative workweek may be adopted that authorizes work by the affected employee for no longer than ten (10) hours per day within a forty (40) hour workweek without the payment of the affected employee of an overtime rate of compensation pursuant to this section.
- 9.4 Rest Periods: Unit members working four (4) or more consecutive hours per day shall normally receive a fifteen (15) minute rest period during each four (4) consecutive hour period of service. The rest period herein described may be scheduled by the immediate supervisor.
- 9.5 A Non- Compensated Lunch Period: A non-compensated lunch period of not less than thirty (30) minutes nor more than one (1) hour shall normally be provided unit members who render service of at least six (6) consecutive hours. The lunch period may be assigned by the immediate supervisor.
- 9.6 Over-time and Extended Hours Service: Over-time or extended hours service for unit members is described as work in excess of the work day or the work week. Over-time shall be performed at the direction of the District and shall be compensated for in accordance with Article 17 of this Agreement.
- 9.6.1 Over-time worked must have prior approval of the immediate supervisor.
- 9.6.2 Over-time of a part-time unit member normally scheduled four (4) hours or more per day, is defined as hours worked in excess of eight (8) hours per day or hours worked in excess of a five (5) day work week.
- 9.6.3 With regards to an employee who has an alternative workweek schedule, overtime shall be paid for any work in excess of the regularly scheduled hours established by the alternative workweek agreement and for any work in excess of forty (40) hours per week. Overtime shall be paid at double the regular rate for any work in excess of twelve (12) hours per day. Any work performed on days beyond the number of scheduled workdays shall be paid at one and one-half times the regular rate for the first eight (8) hours and double times the regular rate for the work thereafter.

9.6.4 The District may require extended hours of service or over-time of unit members. However, an employee may decline an overtime assignment unless the employee is the only available qualified employee and there is an urgent need for the work to be performed. An employee shall be provided as much advance notification of an overtime assignment as possible. Opportunities for scheduled over-time will be distributed as equitably as possible among unit members in the department or area who are capable of performing the duties.

9.7 Extra Hours: When non-permanent extra hours of work become available, first consideration will be given to permanent part-time employees within the department, then district-wide, who meet the qualifications for the work. If two (2) or more employees satisfy the standards set forth above, then the most senior employee will be assigned the extra hours. The provisions of this paragraph shall not apply to the assignment of an employee's regular work on an overtime basis.

## **ARTICLE 10 EVALUATION**

10.1 Each permanent employee is evaluated on an on-going basis with a formal written evaluation at least once each academic year. A permanent employee may also request a special evaluation no more than quarterly. A probationary employee should receive at least one formal written evaluation and review meeting prior to completion of the twelve (12) month probation period.

10.2 The purpose of the evaluation process is to provide a mechanism for reviewing District standards and expectations and for assessing an employee's work performance as it relates to the standards and expectations.

10.2.1 Except in the case of less than satisfactory or deficient work, the evaluation process is not considered as a disciplinary tool.

10.2.2 An evaluation shall not be based on a document or documents that have not been placed in the personnel file.

10.3 As a part of the evaluation process, there shall be a formal evaluation review meeting between the employee and the evaluator. The meeting should provide an opportunity to review the evaluation and plan for the following school year. The employee shall sign the evaluation form, a copy of which shall be provided to the employee at the meeting. The employee's signature indicates only that a copy of the evaluation form has been provided to the employee but does not indicate that the employee agrees with the evaluation rating.

- 10.4 In the event the written evaluation indicates that the employee is not performing satisfactorily, the supervisor, in coordination with the Human Resources Department, shall describe the specific areas of unsatisfactory performance either in the evaluation or in a separate document.
- 10.4.1 Following receipt of the written evaluation, the supervisor shall meet with the employee and shall make specific recommendations as to areas of improvement in the employee's performance. In addition, the supervisor shall endeavor to assist the employee in the improvement of such performance.
- 10.4.2 The employee and the supervisor shall develop an improvement plan which is designed to alleviate the unacceptable performance. The improvement plan shall include:
  - 10.4.2.1 A statement of the expectations for the employee related to each area of performance that was rated as unsatisfactory;
  - 10.4.2.2 A listing of activities that are designed to remediate the unsatisfactory performance and the time line or time lines related to the activities;
  - 10.4.2.3 A statement of the measures of improvement and/or resources that the supervisor will provide to the employee as a part of the plan; and
  - 10.4.2.4 A schedule of observations and/or conferences to monitor and determine progress toward achievement of the plan.
- 10.4.3 If subsequent instructional improvements sufficiently modify the employee's performance and identified deficiencies to the satisfaction of the supervisor, a notification to that effect shall be attached to the evaluation.
- 10.5 Each employee shall have the right to make written comments on any perceived derogatory evaluation items within 20 days of the evaluation review meeting. Such comments shall be included with the evaluation at the time of placement in employee's personnel file.
- 10.6 If the District determines to release a probationary employee prior to the end of the probationary period in the absence of a formal written evaluation, the District shall disclose the name of the employee to the Exclusive Representative.
- 10.7 Substantive judgment of the supervisor shall not be subject to the grievance procedure (Article 21) of this Agreement.

## ARTICLE 11 VACANT POSITIONS

- 11.1 First Consideration: The District shall have the sole responsibility for the establishment of qualifications and criteria for filling any vacant position and any vacant position shall be filled based upon the needs of the District. An internal applicant will be given first consideration for the position unless a non-employee applicant possesses demonstrably superior qualifications for the position. Interested unit members must notify the District of his/her interest in a position in accordance with District application procedures.
- 11.2 Posting of Notice: Notice of bargaining unit job vacancies, other than temporary increases in an employee's regular hours or substitute or temporary hours, shall be posted. The job vacancy notice shall normally remain posted for a period of six (6) workdays, during which time a bargaining unit member shall apply for the vacant position if he/she desires to be considered. The notice period shall be shortened on mutual agreement between the District and the Exclusive Representative if more immediate action is required by the State or by the terms of a specific program.
- 11.3 Filing: Bargaining unit members may file for the vacancy by submitting written notice within the filing period in accordance with District application procedures.
- 11.4 Lateral Transfer/Promotion: Bargaining unit member(s) applying for lateral transfers or promotional positions who meet minimum qualifications will be interviewed and/or notified in writing of their status relative to the promotional vacancy. Unsuccessful applicants shall be notified in writing and may request a conference with the Superintendent/President. The request for a conference shall be made in writing within ten (10) days of the notification. If requested, the Superintendent/President will make a written response.
- 11.4.1 A bargaining unit member who receives a lateral transfer or promotion shall serve a five (5) month trial period in the new classification and shall be evaluated at least once during that period. If the District determines that the employee has not successfully served during the trial period or if the employee requests, the employee shall be returned to his or her original position, which may result in the bumping, displacement, or layoff of less senior employees.
- 11.4.2 Placement pursuant to this paragraph shall effect the employee's step change date. The first step change will occur on the first day of the sixth month. The next step increase will be granted at the end of each year of service 12 (twelve) calendar months following the subsequent step increase until the employee reaches the top step of the schedule.

## ARTICLE 12 HOLIDAYS

12.1 Scheduled Holidays: The District agrees to provide any full-time unit members with the following fourteen (14) paid holidays:

New Year's Day  
Martin Luther King Jr. Day  
Lincoln's Day  
Washington's Day  
Memorial Day  
Independence Day  
Labor Day  
One day in lieu of Admission Day  
Veterans' Day  
Thanksgiving Day  
The Friday following Thanksgiving Day (Local Holiday)  
Christmas Eve or alternate (Local Holiday)  
Christmas Day  
New Year's Eve or alternate (Local Holiday)

Part-time unit members would receive the same 14 paid holidays if the holiday falls on a unit member's regular work day.

Any unit member who is not regularly scheduled to work on a holiday will receive pay or banked time off at their regular pay rate based on their normal daily work day. The normal daily workday will be calculated by dividing the unit member's scheduled hours per week worked divided by scheduled number of days worked.

12.2 Holidays on Districtwide Non-Scheduled Work Days: When a scheduled holiday falls on Districtwide non-scheduled workday, the preceding workday not a holiday, or the following workday not a holiday, whichever is the closest to the non-scheduled workday shall be deemed to be that holiday.

12.3 Holiday Eligibility: Except as otherwise provided in this section, a unit member must be in a paid status on the scheduled workday immediately preceding or succeeding the holiday to be paid for the holiday.

12.3.1 Christmas/New Years Holiday Eligibility: Regular employees of the District who are not normally assigned to duty during the District holidays of December 25 and January 1 shall be paid for those two holidays if they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.



## ARTICLE 13 LEAVES OF ABSENCE

### 13.1 General Provisions

Unit members on a paid leave of absence, unless otherwise provided herein, shall receive wages, fringe benefit contribution, and retirement credit, the same as if they were not on leave. Those who are granted an unpaid leave during any pay period shall receive their fringe benefit contribution for the balance of the pay period. Thereafter, they shall be allowed to continue participation pursuant to terms of the insurance plan(s) or program(s) selected, at their own expense, provided they make advance payment of the premium(s) in a manner required by the District.

13.2 Part-time regular employees shall be entitled to leaves of absence to that portion of the leave as their assignment relates to that of a full-time regular unit member.

13.3 "Member(s) of the immediate family" as used in this Article shall mean spouse, domestic partner (must be registered with Human Resources), parents, step parents, foster parents, legal guardians, children, foster children, step children, grandparents, grandchildren, sons and daughters-in-law, brothers or sisters of the unit member or the unit member's spouse, or any relative living in the immediate household of the unit member. Under special circumstances persons not specifically enumerated above may, at the discretion of the Superintendent/President, be included under this definition for purposes of utilizing applicable leave provisions of this Agreement.

13.4 Sick Leave: Full-time regular unit members shall be credited with twelve (12) days of Sick Leave per fiscal year. Sick Leave will be credited as of July 1 of each fiscal year.

13.4.1 Unused Sick Leave may be accrued from one year to the next.

13.4.2 Sick Leave utilization shall be for physical and mental disability absences which make continued employment impractical. In addition, any available sick leave may be utilized for appointments related to physical or mental health for unit member or immediate family member (as defined in Article 13.3).

13.4.3 Except under abnormal circumstances, the District shall not require a statement of verification from a physician or a notarized statement verifying the cause and condition of illness for periods of absence of less than two (2) consecutive days. The District may require the unit member to visit a physician of the District's selection at District expense to obtain a statement of verification relative to the unit member's ability to fulfill his/her responsibilities in a safe, healthful and satisfactory manner.

- 13.4.4 After all earned paid leave (sick leave, vacation and comp time) at full pay as provided herein has been used and additional absence due to illness or injury is necessary, unit member shall receive that amount of pay equal to fifty (50) percent of the unit member's regular contracted salary. A maximum of one hundred (100) days shall be provided for this purpose. To be eligible for the one hundred (100) days at fifty (50) percent of the unit member's regular contracted salary, the unit member must provide documentation from a licensed physician or recognized practitioner but not including any confidential medical information.
- 13.4.5 All eligible bargaining unit members shall be allowed to use credited sick leave for the purpose of caring for ill members of the employee's immediate family.
- 13.4.6 An employee shall be eligible for Family Medical Leave Act benefits pursuant to State and Federal law.
- 13.4.6.1 In order to be granted leave benefits pursuant to this paragraph, the employee must have been employed by the district for one (1) calendar year and must have served in at least sixty percent (60%) of a regular full-time assignment as reflected by the employee's wage rate based on appropriate salary schedule placement. In addition, the reason for the leave itself must satisfy the statutory requirements.
- 13.4.6.2 Leave benefits granted pursuant to this paragraph are concurrent with other sick leave benefits. In cases of financial hardship, a qualifying employee may request that the District extend the District's contributions set forth in ARTICLE 18, FRINGE BENEFITS, PARAGRAPH 18.1, inclusive, for up to twelve (12) weeks following exhaustion of the employee's extended sick leave benefits.
- 13.4.7 Catastrophic Leave benefits may be available to an eligible employee as provided by Appendix C.
- 13.5 Personal Necessity Leave: Unit members may elect to use not more than seven (7) days per year of unused sick leave for purposes of approved Personal Necessity Leave. Personal Necessity Leave may be utilized by a unit member who has sufficient sick leave credit from the entitlements of Section 13.4 Personal Necessity Leave may be used for the following: 1) Death of a member of the employee's immediate family when additional leave is required beyond that provided both in Education Code, Section 88194 and in Section 13.6 of the collective bargaining agreement; 2) Accident involving the person or property of the employee or of a member of his or 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. This type of leave provision may not be utilized for any other reason, unless prior written authorization is obtained from the District.

- 13.5.1 Unit members shall, when possible, submit a request for Personal Necessity Leave approval to the immediate supervisor, normally not less than three (3) working days prior to the beginning date of the leave.
- 13.5.2 When prior approval is not possible, the unit member shall notify the appropriate supervisor of the reason for and expected duration of the absence.
- 13.5.3 The unit member shall provide, upon District request, additional clarification of the use of this leave provision.
- 13.6 Bereavement Leave: A unit member shall be eligible for a temporary leave of absence for the death of any member of the immediate family, without loss of salary. This leave will be for no longer than three (3) working days, except that in instances where travel out-of-state of more than two hundred (200) miles one way is required, five (5) working days will be authorized. Additional days of absence beyond those described herein may be provided under the terms of the personal necessity leave. Use of this leave for immediate family members as defined in Article 13.3 shall be taken consecutively, unless prior written authorization is obtained from the District Superintendent/President.
- 13.7 Judicial and Official Appearance Leave: Judicial and Official Appearance Leave shall be granted for purposes of regularly called jury duty, appearance as a witness in court other than as a litigant, or to respond to an official order from other governmental jurisdiction for reasons not brought about through the initiation, connivance or misconduct of the unit member.
- 13.7.1 Jury Duty: A leave of absence without loss of salary shall be granted to a unit member who is officially required to serve on jury duty. Juror's fees, inclusive of mileage, received by the unit member shall be retained by the unit member.
- 13.7.2 Court Appearance: For any necessary court or agency appearances, the unit member may utilize Personal Necessity Leave.
- 13.8 Maternity/Paternity Leave: A leave of absence without pay may be granted a unit member during any period of the pregnancy of the unit member or the spouse or domestic partner of the unit member. Notification of such leave shall be required a minimum of thirty (30) days in advance of the leave commencement date. The leave will continue until that date following child birth or miscarriage that the unit member or spouse or domestic partner of the unit member is able to return to work as certified by a licensed physician or recognized practitioner.

- 13.9 Maternity Disability: The female unit member may elect to utilize sick leave during any period of disability resulting from pregnancy, miscarriage, childbirth or the recovery wherefrom. The dates of such disability shall be certified by the unit member's physician or recognized practitioner.
- 13.10 Child Rearing Leave: A leave may be granted a unit member from the date of the birth or the adoption of a child, such leave will normally be for a period of six (6) months and may be extended up to an additional year. Such leave shall be without compensation or credit toward service. Under special circumstances, a childrearing leave of one (1) year may be granted for purposes of attending to a dependent child.
- 13.11 Military Leave: Military leave of absence shall be granted and compensated so as not to be in conflict with the Education Code and the Military and Veteran's Code.
- 13.12 Industrial Accident and Illness Leave: In addition to any other benefits that a unit member may be entitled to under the Workers' Compensation laws of this state, a permanent employee who is a member of the bargaining unit with one (1) or more years of consecutive District service shall be entitled to the following benefits:
- 13.12.1 A unit member suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one (1) fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- 13.12.2 Payment for wages lost on any day shall not, when added to an award granted the unit member under the Workers' Compensation laws of this state exceed the normal wage for the day.
- 13.12.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, a unit member is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to Worker's Compensation award, provides for a day's pay at the regular rate of pay.
- 13.13 Association Leave: The Association shall be provided with 10 days of paid leave for purposes of conducting Association business. The Association agrees to provide position coverage or to pay the cost of a substitute if a substitute must be utilized. The Association President shall designate in writing to the Associate Vice President of Human Resources, at least five (5) days in advance of the requested leave date the Association Representative(s) who is (are) utilizing the leave and the date(s) thereof along with the proposed position coverage arrangements. Unless such coverage arrangements are approved by the Director of Human Resources, a substitute will be utilized and compensated as provided herein.

## **ARTICLE 14 VACATIONS**

14.1 Unit members shall be entitled to ten (10) working days of vacation pay following twelve (12) months of employment. Each regular classified employee shall be entitled to the following vacation time with pay per the following schedule:

Ten (10) working days commencing with the first anniversary of service.

Fifteen (15) working days commencing with the fifth anniversary of service.

Seventeen (17) working days commencing with the eighth (8) anniversary of service.

Twenty (20) working days commencing with the tenth anniversary of service.

Twenty-three (23) working days commencing with the fifteenth (15) anniversary of service.

Twenty-five (25) working days commencing with the twentieth anniversary of service.

14.2 Effective July 1, 2010 all vacation time will be accrued on a monthly basis. Between the board approval date and up until July 1, 2010, during the first year of employment, earned vacation will be prorated on a monthly basis to the end of the fiscal year and subsequent vacation will be earned on a fiscal year basis according to the above schedule.

14.3 The time during which unit members will be granted vacation will be at the discretion of their immediate supervisor who will refer requests to the appropriate Vice President.

14.4 If an employee has more than fifteen (15) unused vacation days as of June 30, he/she shall be compensated for the extra unused days at the rate of pay in effect at the time the vacation was earned.

14.5 No vacation leave may be taken during the first twelve (12) months of employment with the District. No vacation leave may be used before it has been credited.

14.6 Upon separation from employment, vacation time accrued and not used will be paid at the employee's salary rate in effect at the time the vacation was earned.

## **ARTICLE 15 TRAINING**

15.1 Should the District require a unit member's participation in any form of in-service training program, the unit member shall be reimbursed for the total

cost of tuition, fees or books, if any, when such costs are incurred as a result of District directed participation.

## **ARTICLE 16 EMPLOYEE EXPENSES AND MATERIALS**

- 16.1 The District shall purchase, lease or reimburse unit members the complete cost of the purchase or lease of uniforms, identification badges, emblems, cards or safety garments or equipment when a unit member is required to wear or carry such items by the District as a condition of continued employment.
- 16.2 The District shall fully compensate a bargaining unit member for the documented loss or damage, excluding normal wear and tear, to personal tools required to be used by the District in the performance of the unit member's duties provided that:
- 16.2.1 The value of the tool was agreed to in advance in writing by the unit member and his/her immediate administrator.
- 16.2.2 The loss or damage was not due to the negligence of the unit member.
- 16.2.3 The District's maximum obligation under this provision shall be no more than five hundred (\$500.00) dollars per unit member per year or more than one thousand (\$1,000.00) dollars per year in combination whichever is less.

## **ARTICLE 17 WAGES**

- 17.1 Step Increases: The initial step increase on the Salary Schedule is granted to an employee after completion of six (6) months of employment. The next step increase will be granted at the end of each year of service (twelve (12) calendar months) following the subsequent step increase until the employee reaches the top step of the schedule.
- 17.2 Call-In Pay Guarantee: A unit member called into work on other than a scheduled workday for the unit member shall receive a minimum of two (2) hours pay at the appropriate rate as provided in this Agreement. A unit member is considered to be in a "call in" status if he/she was not notified of the additional assignment prior to the end of his/her last scheduled work shift or the unit member has not received twenty-four (24) hours' notice of the additional assignment.
- 17.3 Call-Back Pay Guarantee: A unit member called to work shall receive a minimum of two (2) hours pay at the appropriate rate as provided in this Agreement. A unit member is considered to be in "call back" status if he/she has completed his/her regular assignment, has left the worksite, and has returned to work as a result of direction received from an appropriate supervisor subsequent to leaving the work site.

- 17.4 Conference Attendance: A unit member who is required to attend a conference or workshop will receive compensation at the appropriate rate of pay for actual travel and actual conference attendance outside of work hours.
- 17.5 Holiday Pay: A unit member assigned to work on a scheduled holiday as provided for in this agreement will receive compensation at the overtime rate for all such hours worked in addition to regular pay for the holiday if eligible pursuant to Article 12: Holidays.
- 17.6 Overtime Pay: A unit member who is assigned and who performs service for the District on an overtime basis as provided for in this agreement shall receive compensation equal to one and one half (1½) times his/her regular rate of pay for all such hours worked.
- 17.7 Compensatory Time: Compensatory time is time off in lieu of compensation for hours worked in overtime status. Compensatory time shall be equal in value to overtime compensation.
- 17.7.1 Compensatory time in lieu of cash compensation shall be at the request of the unit member.
- 17.7.2 Compensatory time earned may not be carried beyond the fiscal year it was earned or accumulated beyond forty (40) hours. In either instance, excess time earned will be compensated for at the appropriate rate.
- 17.8 Shift Differential: An employee whose regular assigned work shift commences at or before 6:30 a.m. or concludes at or after 10:00 p.m. or includes Saturday or Sunday, shall receive a shift differential of two and one-half (2 ½%) percent for all hours worked. An employee whose assigned shift qualifies for a shift differential under both criteria is entitled to only one shift differential.
- 17.9 Medical Examination: The District shall provide reasonable reimbursement toward the cost of any medical examination required by the District which is not a condition of initial employment in a class or of promotional advancement in the District.
- 17.10 Longevity Pay: Unit members who complete fifteen (15) years of satisfactory service in the District shall, commencing the first day of the month following the fifteenth (15th) anniversary, receive a five percent (5%) longevity increment based on the employee's current step.
- 17.11 Professional Development Program. The District offers a professional development program for classified employees which is designed to promote activities which assist the classified employee in acquiring the knowledge and skills needed to do the job well; to promote safe working practices and procedures; to provide opportunities to learn better and more efficient ways to do the job; to stimulate the employee to reach and maintain acceptable levels of productivity and job effectiveness; to broaden opportunities for promotion; and to encourage the employee to improve relations with students, other employees and the public.

- 17.11.1 Professional Growth Program: Salary credit for professional growth activities completed outside of work hours and at no cost to the District may be earned if the course is determined to significantly improve the employee's potential contribution to the District.
- 17.11.1.1 Units shall be completed at an accredited institution, workshop, or at another approved equivalent learning activity.
- 17.11.1.2 Salary credit for periodic in-service activities provided by the District and completed outside of work hours may be earned if the course is determined to significantly improve the employee's potential contribution to the District.
- 17.11.1.3 Units shall be approved in advance by the Superintendent/President, using the Classified Request for Professional Growth form.
- 17.11.1.4 Units shall, in the judgment of the Superintendent/President, be designed to increase the skills of the employee beyond the minimum requirements for the assigned job as defined in the employee's job description and significantly improve the employee's potential contribution to the District.
- 17.11.1.5 A semester unit for credit shall be defined as a semester unit awarded by an accredited institution. Any credit earned that is not a semester unit shall follow the Procedure for Granting Credit for Nonacademic Courses and Individual Instruction outlined in Appendix G.
- 17.11.1.6 Units must be completed with a grade of "C" or better; if a letter grade is not available for the course, an evaluation letter from the instructor indicating the employee performed course work at an average level equivalent to a college level "C" grade is required.
- 17.11.1.7 Each three (3) semester units of credit, to a maximum of sixty (60) units of credit, shall increase the classified member's base salary by one hundred dollars (\$100) per year, to a maximum of two thousand dollars (\$2,000) per year.
- 17.11.1.8 A maximum of six (6) semester units may be earned and applied to the employee's salary in any fiscal year.
- 17.11.1.9 If an employee plans to earn additional between May 1 and June 30 and apply those units for professional growth credit in the upcoming fiscal year's salary, an approved Classified Request for Professional Growth form must be received by the Human Resources Department by May 1.
- 17.11.1.10 Verification of units and grades must be received by July 10 (11 and 12 month employees) or September 10 (9 and 10 month employees) to affect salary for the current fiscal year. Otherwise, the salary increase shall become effective as of July 1 of the next fiscal year.



17.11.2 Enrollment Fee Reimbursement Program. A classified employee shall submit an Enrollment Fee Reimbursement Request form prior to any course taken at West Kern Community College District (WKCCD).

17.11.2.1 Supervisory approval of the enrollment fee reimbursement request shall be contingent upon the following conditions:

- a) The course must be a WKCCD course;
- b) If the course is taken during regular work hours, the absence of the employee will not adversely affect the normal working operations of his/her department or work unit;
- c) The course will improve the employee's service to the District; or the course is, or units shall be, part of the employee's verified enrollment in a degree, credential, or certificate program that relates to the employee's present assignment;
- d) If the course is taken during regular work hours, adjusted work hours shall be made up during the same week they are taken. If an employee does not make up the work hours missed due to course attendance during the week the hours were adjusted, either the employee shall utilize vacation pay or their pay shall be reduced in proportion to the time taken from the regular work week.
- e) The supervisor has the discretion to determine if two (2) or more employees in the same department or work unit may take a course on an adjusted work schedule basis, and be gone from the department or work unit at the same time;
- f) When two (2) employees in the same department or work unit have applied for the same hours of release time to attend a course, the employee with the most seniority will have priority;
- g) The number of adjusted hours per week which may be allowed will be determined by the employee's immediate supervisor;
- h) Employees shall be allowed to take a WKCCD course during their assigned lunch break provided the course does not interfere with the assigned work schedule;

17.11.2.2 Up to 3 units per year for part-time employees and up to 6 units per year for full-time employees will be reimbursed to the employee upon completion of the course with a grade of "C" or better and upon submission of a receipt to the

Human Resources Department for processing. Units that are reimbursed are not eligible for the Professional Growth Program;

- 17.11.2.3 Reimbursements shall be limited to \$2,000 per employee maximum and a total of \$5,000 annual maximum for the entire bargaining unit.
- 17.12 Reclassification Process: Reclassification means the changing of a position to a different classification with a higher rate of pay as a result of a change of duties performed by the incumbent in the position through the modification or accretion of duties or through structural reorganization when implemented by the District. Reclassification may be granted for, but not limited to, the slow accretion of duties and responsibilities that have changed the basic nature of the position or when the duties of a position or positions have been changed due to a redistribution of tasks and/or responsibilities.
  - 17.12.1 The Reclassification Committee shall consist of three members appointed by the Superintendent/President and three members appointed by the President of the Exclusive Representative. The chairperson shall be elected by the Committee.
    - 17.12.1.1 A quorum will be any time four or more Committee members are present.
    - 17.12.1.2 Votes shall be by secret ballot.
    - 17.12.1.3 All votes will be taken from an equal number of members appointed by the Exclusive Representative and Superintendent/President. (Example: If three members appointed by the Exclusive Representative and two members appointed by the District are in attendance, one member of the Exclusive Representative will not vote.)
  - 17.12.2 Reclassification requests due to accretion of duties will be accepted every October and February. Reclassification requests for positions affected by reorganization shall be reviewed by the committee within 40 days of approval of the reorganization by the Board of Trustees.
    - 17.12.2.1 A meeting shall be called by the President of the Exclusive Representative no later than five work days from the close of the reclassification request period. The chairperson may call meetings at the request of any committee member.
    - 17.12.2.2 Reclassification requests that are submitted during October shall be answered by January 15 of the following year, and, if approved, shall become effective on March 1 of that year. Reclassification requests that are submitted in February shall be answered by May 15 of the same year, and, if approved, shall become effective on July 1 of that same year.

- 17.12.2.3 Approved reclassification requests due to reorganization or the redistribution of duties will be retroactive to the date that the reorganization or redistribution was approved by the Board.
- 17.12.2.4 A copy of each request for reclassification shall be submitted to the Exclusive Representative.
- 17.12.3 Requests for reclassification must be submitted in writing. The request shall include, at a minimum, the employee's name, current position, and salary placement, a copy of the employee's current job description, a written statement detailing the change in duties, the specific reasons for the request, and justification for the salary range requested. The completed request shall be transmitted to the President of the Exclusive Representative for submission to the Committee.
- 17.12.3.1 The Committee shall meet and consider each request.
- 17.12.3.2 The Committee shall send its recommendations for reclassification, denial of any reclassification request, or a report of a tie vote that could not be resolved, to the President of the Exclusive Representative who will forward a copy to the employee.
- 17.12.3.3 The President of the Exclusive Representative will attach his/her recommendation to the request and forward it to the Superintendent/President.
- 17.12.3.4 The Superintendent/President will forward his/her recommendation in support of a classification request, or to deny a reclassification request, to the Board.
- 17.12.3.5 The Board's decision is final, except as set forth in paragraph 17.13.4 inclusive.
- 17.12.3.6 Approved reclassification requests shall result in the affected employee being placed on the lowest step of the new salary range that yields an increase in pay. Placement pursuant to this paragraph does not affect the employee's step change date.
- 17.12.4 An employee whose reclassification request is denied may appeal, in writing, to the level where the request was first denied, i.e., to the Committee, to the Superintendent/President, or to the Board. In an appeal at any level, the employee may appear on his/her own behalf and/or may be represented by the Exclusive Representative.

- 17.12.4.1 An appeal to the Committee shall be considered within ten (10) work days of its filing. A written decision of the Committee shall be issued within three (3) work days of the Committee meeting. If the Committee recommends the request on appeal, their request shall be processed pursuant to paragraphs 17.12.3.3 through 17.12.3.5.
- 17.12.4.2 An appeal to the Superintendent/ President shall be considered within ten (10) workdays of its filing. The written decision of the Superintendent/President shall be issued within three (3) work days of his/her consideration. If the Superintendent/President recommends the request on appeal, the request shall be processed pursuant to paragraphs 17.12.3.3 through 17.12.3.5.
- 17.12.4.3 An appeal to the Board shall be considered at the first regular meeting of the Board following receipt of the appeal. The written decision of the Board shall be issued to the employee within five (5) work days of the Board meeting. The Board's decision shall be final.
- 17.12.4.4 An appeal that is rejected at 17.12.4.1 or 17.12.4.2, or any appeal that is rejected after being processed pursuant to 17.12.3.3 through 17.12.3.5 may not be appealed further.
- 17.12.5 Nothing in this reclassification procedure shall preclude an employee from filing an out of classification grievance pursuant to Article 17, section 17.14, Working Out of Classification of this Agreement. The grievance, which shall conform to the requirements of Article 21, Section 21.3.1.2, shall be filed with the Board of Trustees pursuant to Section 21.3.3 of this Agreement.
- 17.13 Working Out of Classification: An employee may be required to perform duties that are inconsistent with the duties prescribed for the employee's position by the Board of Trustees. However, no employee shall be required to perform inconsistent duties for any period of time that exceeds five work days within a 15 calendar day period unless the employee is compensated at a rate which reasonably reflects the duties performed. If the employee is assigned to perform duties that are normally performed by an employee in a higher classification, the employee shall receive the regular rate of pay for that higher classification at the step that reflects an increase in salary.

**ARTICLE 18  
INSURANCE BENEFITS**

	<b>Employee Hire Date</b>			
	<b>On or Before 8/15/2002</b>	<b>8/16/2002- 4/30/2010</b>	<b>On or After 5/1/2010</b>	<b>On or After 5/1/2016</b>
<b>Years of Service &amp; Age Requirement</b>	10	20 @ Age 55 OR 15 @ Age 60	20 @ Age 55 OR 15 @ Age 60	20
<b>Length of District Paid Benefit</b>	Life	Life	Age 65	Up to 5 years or Retiree Age 65
<b>Includes Dependents</b>	Yes to Retiree Age 65	Yes to Retiree Age 65	Yes	Yes, up to 5 years or Retiree Age 65

- 18.1 Active Full-Time Member Insurance Benefits: The District shall provide health and welfare benefits for active full-time unit members and their eligible dependents as follows: Payment of monthly premiums for District Options C to include medical, prescription, employee assistance program (EAP), vision, dental with orthodontia and life insurance coverage. Active full-time unit members and their eligible dependents may select District Option Plan B, however, the full-time unit member shall pay the difference in cost between Plans B and C by monthly payroll deductions through the District’s Section 125 plan. Further details regarding the health insurance benefits are described in Appendix E.
- 18.2 Eligibility requirements and procedures relative to fringe benefit programs shall be established and administered by the District in accordance with prior district practice.
- 18.3 Retiree Health Benefits Program: The District shall make a contribution for the health benefit program on behalf of a regular full-time classified member who has retired from District employment into the Public Employees Retirement System (“PERS”) or the State Teachers Retirement System (“STRS”) as follows:
- 18.3.1 A regular full-time classified member hired on or before 8/15/2002 who was employed by the District for at least ten (10) complete calendar years, or serves a pro-rated\* equivalency of ten (10) full-time calendar years with the final five

(5) years at full-time status, shall be eligible to participate in a District paid health benefits program upon retirement for the life of the retiree. A Board approved leave of absence shall not constitute a breach in service for the purpose of calculating a complete calendar year of service. The District contribution shall be the same amount as the District's monthly health benefits program contribution for a regular classified member who has not retired, as those contributions may change from time-to-time. (See Appendix E) The retiree's eligible dependents are entitled to receive District paid health benefits until the retiree reaches the age of 65. At that time, the eligible dependents are entitled to continue the health benefits program for the life of the retiree at the retiree's cost.

A regular full-time classified member hired on 8/16/2002 or thereafter and through 4/30/10 who was employed by the District for at least twenty (20) complete calendar years and who is age 55 or older, (or serves a pro-rated\* equivalency of twenty (20) full-time calendar years with the final ten (10) years at full-time status and who is age 55 or older) or who was employed by the District for at least fifteen (15) complete calendar years and who is age 60 years or older (or serves a pro-rated\* equivalency of fifteen (15) full-time calendar years with the final seven and one half (7.5) years at full-time status) and who is age 60 or older shall be eligible to participate in a District paid health benefits program upon retirement for the life of the retiree. The District contribution shall be the same amount as the District's monthly health benefits program contribution for a regular classified member who has not retired, as those contributions may change from time-to-time. (See Appendix E) The retiree's eligible dependents are entitled to receive District paid health benefits until the retiree reaches the age of 65. At that time, the eligible dependents are entitled to continue the health benefits program for the life of the retiree at the retiree's cost.

A regular full-time classified member hired on 5/1/2010 or thereafter through 4/30/16 who was employed by the District for at least twenty (20) complete calendar years and who is age 55 or older (or serves a pro-rated\* equivalency of twenty (20) full-time calendar years with the final ten (10) years at full-time status and who is age 55 or older) or who was employed by the District for at least fifteen (15) complete calendar years and who is age 60 years or older (or serves a pro-rated\* equivalency of fifteen (15) full-time calendar years with the final seven and one half (7.5) years at full-time status) and who is age 60 or older and his/her eligible dependents shall be entitled to participate in District paid health benefits program upon retirement until the retiree reaches 65 years of age. At that time, the retiree and eligible dependents are entitled to continue the health benefits program at the retiree's cost.

A regular full-time classified member hired on 5/1/2016 or thereafter, who was employed by the District for at least twenty (20) complete calendar years and his/her eligible dependents shall be eligible to participate in a District paid health benefits program for up to (5) years or until the retiree reaches 65 years of age. In order to receive the health benefits a 2.5% annual

premium co-pay is required. Example: Current benefit package cost \$20,000.  $\$20,000 \times .025 = \$500$  per year or \$41.67 per month.) Hire date is defined as the employee's first paid date of service.

All full-time classified employee members retiring between the ages of 55 to 63 have the option to opt-out of retiree health benefits and receive a one-time cash incentive based on the current dollar amount for active employees as shown in the table below:

<b>Age at Retirement</b>	<b>20% of current dollar amount of active employee benefit package</b>
55	Multiplied by 9
56	Multiplied by 8
57	Multiplied by 7
58	Multiplied by 6
59	Multiplied by 5
60	Multiplied by 4
61	Multiplied by 3
62	Multiplied by 2
63	Multiplied by 1

(Example: Assume current benefit package is \$20,000. 20% of \$20,000 is \$4,000. A 58-year old employee retires and opts out of retiree health benefits. For opting out the member receives a one-time cash payout of \$24,000.)

Note: Once a classified member accepts the incentive to opt out of the retiree health benefit program, they will not be able to opt back in.

Any regular full-time classified member who has retired from the District and is ineligible or becomes ineligible for District provided retiree benefits has the option to continue on the District health benefit program or the District supplemental program at the retiree's cost.

\*For the purposes of pro-rating part-time service, a forty (40) hour work week will be used. Once an employee is in full benefit status, they are considered to be in full-time status.

- 18.3.2 A retiree or eligible dependent who is covered by the provisions of paragraph 18.3.1 and who reaches the age of 65 or becomes eligible for Medicare, whichever occurs first, must enroll in and pay the cost of Medicare Part A and Part B within one month of eligibility or the District contribution shall be terminated.
- 18.3.3 Upon enrollment in Medicare Part A and Part B, the District's monthly medical insurance contribution shall be reduced to the amount necessary to provide the AARP Plan F Medicare supplement insurance program. (See Appendix E)
- 18.3.4 A retiree, as a condition of receiving the medical insurance contribution benefit

under paragraph 7.4, inclusive, must maintain continuous medical insurance coverage and eligibility pursuant to the provisions of current district medical insurance plans.

- 18.3.5 The District and Association recognize that changes to this article may need to be negotiated from time-to-time depending upon the District's financial condition, provider/benefit changes, and other changes in the law and in the health care field; accordingly, the parties agree that nothing in this article shall be considered as creating a vested right of any unit member.

## **ARTICLE 19 SAFETY CONDITIONS**

- 19.1 The District shall make a reasonable effort to provide employment and a place of employment which is as safe as the nature of the employment and assigned duties reasonably permit. A unit member shall not be required to perform duties under conditions which pose an immediate and serious threat of serious bodily harm to the unit member, provided that he or she has exhausted all reasonable means within his or her discretion to remedy the condition. Unit member's concerns relative to safety conditions may be a topic of discussion in the Employer/Employee relations committee.

## **ARTICLE 20 GRIEVANCE PROCEDURE**

- 20.1 General Provisions: A grievance is defined as a formal written statement by a unit member or the association alleging that the District has violated an express provision of this Agreement. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are Articles I, II, and III as well as those matters so indicated elsewhere in this Agreement.
- 20.1.1 The respondent in all cases shall be the District itself rather than any individual. The District may be represented by the appropriate administrator. The filing or the status of a pending grievance shall not delay or interfere with implementation of any District action during the processing thereof.
- 20.1.2 A "Day" is a day in which the District Administration Office is open for business.
- 20.2 Informal Stage: Before filing a formal written grievance, the grievant shall attempt to resolve the problem by means of an informal conference with his/her immediate supervisor.
- 20.3 Formal Stage Level I: Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance, or within twenty (20) days of when the grievant, or the Exclusive Representative could reasonably have known of the act or omission, the grievant must present such grievance in writing to the supervising Vice President.



- 20.3.1 The written statement shall be a clear and concise statement of the grievance, including the express provision(s) of this Agreement alleged to have been violated, the circumstances involved, the date of the informal conference, and the specific remedy sought.
- 20.3.2 Either party may request and shall be entitled to a personal conference with the other party. The supervising Vice President, in coordination with Human Resources, shall communicate a decision to the grievant in writing within ten (10) days after receiving the grievance, or the conference set forth above, and such action will terminate Level I.
- 20.4 Level II: In the event the grievance is denied at Level I, the grievant may appeal the denial, in writing, to the Superintendent/President or designee within ten (10) days after the termination of Level I.
- 20.4.1 This appeal shall include a copy of original grievance, the Level I denial, and a clear and concise statement of the reason(s) for the appeal. Either the grievant or the Superintendent/President or designee may request and shall be entitled to a personal conference.
- 20.4.1.1 Either party, on written notice to the other party within two (2) workdays of the filing of the Level II appeal, may request conciliation from the California State Mediation and Conciliation Service in lieu of the meeting specified herein.
- 20.4.1.2 The conciliator shall attempt to find a mutually acceptable resolution to the grievance.
- 20.4.1.3 The conciliator shall not issue any public statements of fact or opinion on the issue. The conciliation or settlement positions of either party shall not be introduced into any other grievance level.
- 20.4.2 The Superintendent/President or designee shall communicate a decision within ten (10) days after receiving the appeal, or the conference set forth above, and such a decision will terminate Level II.
- 20.5 Level III: In the event that the grievance is denied at Level II, the grievant may appeal the denial in writing within five (5) days to the Board of Trustees.
- 20.5.1 The appeal shall contain a copy of the materials filed at each level, and the Level I and II denials, and a statement of the reason(s) for the appeal.
- 20.5.2 The Board alone has the power to render a final and binding determination of the grievance. If, upon review of the written record, the Board determines that it is unable to render a final determination on the record, it may reopen the record for the taking of additional evidence.
- 20.6 Failure to Meet Time Limits: If a grievance is not processed by the grievant in accordance with the time limits set forth in this Article, the grievance shall be considered to be waived and settled on the basis of the action or decision made by the appropriate level. If the District fails to respond to the grievance in a

timely manner at any level, the expiration of the time limit shall be deemed to be a denial of the grievance and termination of the level involved. The grievant may then proceed to the next level. Time limits may be lengthened or shortened in any particular case only by mutual written agreement.

- 20.7 Representation: The grievant shall be entitled upon request to representation by the Exclusive Representative at all formal level grievance meetings. In situations where the Exclusive Representative has not been requested to represent the grievant, the District will not agree to a final resolution of the grievance until the Exclusive Representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to state views on the matter. Five (5) days will be considered an opportunity in this instance.
- 20.8 Reasonable Released Time: Reasonable released time will be provided a designated representative for the purpose of representing a grievant pursuant to this Article when meetings or appointments are mutually scheduled by the District and the Association.
- 20.9 Confidentiality: In order to encourage a timely and fair review of a grievance, it is agreed that from the time a grievance is filed until it is processed through the procedure, neither the grievant nor the Association nor the District shall make public either the grievance or evidence regarding the grievance. Written materials relating to a grievance, except settlements or Board decisions shall not be filed in a unit member's personnel file.
- 20.10 No Reprisal: No reprisal of any kind will be taken by the District against any grievant or participant in the grievance procedure by virtue of such participation.

## **ARTICLE 21 CONCLUSION OF MEET AND NEGOTIATE**

- 21.1 During the term of this agreement CSEA expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or CSEA at the time they met and negotiated on and executed this Agreement and even though such subjects or matters were proposed and later withdrawn. The parties may reopen any provision of this Agreement by mutual agreement.

## **ARTICLE 22 SAVINGS PROVISION**

- 22.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

## ARTICLE 23 TERM AND RENEGOTIATION

- 23.1 Term: This Agreement shall become effective upon final ratification by the Board of Trustees and shall continue in effect to and including June 30, 2017. For the 2017-18 and 2018-19 and 2019-20 academic years, the Exclusive Representative and the District may each reopen any Article at any time for negotiations.
- 23.2 Negotiation of a Successor Agreement: The parties agree to open negotiations on a successor Agreement as follows:
- 23.2.1 The Exclusive Representative shall make a written proposal to the District at a regular Board meeting in spring 2014. This notice shall activate the public notice requirements of the Educational Employment Relations Act.
- 23.2.2 Upon satisfaction of the public notice requirement (not to exceed 60 calendar days), negotiations shall commence at a mutually acceptable time and place for the purpose of considering proposed modifications or amendments to this Agreement.
- 23.2.3 CSEA shall be provided reasonable release time for a reasonable number of representatives to participate in negotiations.
- 23.2.3.1 Either part may utilize the service of an outside consultant to assist in the meet and negotiate process.

## RECOMMENDED FOR RATIFICATION

### For the District

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SEVERO BALASON  
Vice President, Student Services

---

DR. DEBRA DANIELS  
Superintendent/President

---

BROCK McMURRAY  
Executive Vice President, Administrative  
Services

---

DR. ROBERT METEAU  
Associate Vice President, Human  
Resources

---

MARK WILLIAMS  
Vice President, Instruction

### For the Exclusive Representative

---

SHERRY ANDERSON  
Secretary

---

JENNIFER EDMAISTON  
Treasurer

---

CAROL GEORGES  
CSEA Labor Relations Representative

---

VELDA PEÑA  
President

---

CARLA SANDOVAL  
Vice President

**RATIFIED**

By their signatures below, the signatories certify that they are the authorized representatives of either the District or the Exclusive Representative as the contracting parties; that all actions necessary for the District or the Exclusive Representative to ratify and accept this Agreement as a binding and bilateral agreement have been completed in the manner required by that party and the law; and that this Addendum to Agreement is hereby entered into without the need for further ratification and acceptance.

**WEST KERN COMMUNITY COLLEGE DISTRICT**

**TAFT COLLEGE CSEA, CHAPTER #543**

\_\_\_\_\_  
BILLY WHITE  
President, Board of Trustees  
West Kern Community College District

\_\_\_\_\_  
VELDA PEÑA  
President,  
California School Employees  
Association, Chapter #543

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
DAWN COLE  
Secretary, Board of Trustees  
West Kern Community College District

Dated: \_\_\_\_\_

**APPENDIX A  
CLASSIFIED SALARY SCHEDULE**

DRAFT

**APPENDIX A**  
**CLASSIFIED SALARY SCHEDULE, continued**

DRAFT

**APPENDIX A**  
**CLASSIFIED SALARY SCHEDULE, continued**

DRAFT



**APPENDIX B**  
**RECOGNITION RESOLUTION**

EXCERPT FROM OFFICIAL MINUTES, BOARD OF TRUSTEES  
REGULAR MEETING, MAY 5, 1976

RECOGNITION OF CSEA AS EXCLUSIVE REPRESENTATIVE FOR ALL CLASSIFIED  
EMPLOYEES EXCLUDING CONFIDENTIAL AND SUPERVISORY EMPLOYEES.

A request was received from the classified employees for CSEA to be recognized as the exclusive representative for all classified employees excluding confidential and supervisory employees in connection with Government Code 3544. The request was posted from April 8 - April 30, 1976 as required and no challenges were received.

It was moved by Mr. Scott, seconded by Mr. Mundy and unanimously carried to recognize CSEA as the Exclusive Representative for all classified employees excluding confidential and supervisory employees in accordance with Government Code 3544.

## APPENDIX C CATASTROPHIC LEAVE PAY

- A. Catastrophic leave pay may be available to an employee as set forth herein pursuant to the provisions of Education Code section 87045. Catastrophic leave pay shall consist of the amount of sick leave credit, vacation time, or compensatory time off credits that are donated to the affected employee by other employees.
1. Donations of sick leave credit shall be made in blocks that are equivalent to one day of leave for the donating employee. An employee who donates sick leave credits shall be required to have a sick leave balance equivalent to five days (e.g., full-time employee = 40 hours) following the donation.
  2. Donations of vacation time or compensatory time off credits shall be made in blocks of not less than two hours per donating employee.
- B. For the purpose of calculating credits for an employee who receives catastrophic pay, the following shall apply:
1. If the employee who donates eligible time credits is at a different salary rate than the employee who receives the credits, the formula to be used shall be: Donating employee's hourly rate multiplied by number of hours donated equals \$X; \$X divided by receiving employee's hourly rate equals the number of catastrophic leave hours available to receiving employee.  
  
Example: Donating employee - Secretary (rate \$9.00 per hour) donates eight hours:  $\$9.00 \times 8 = \$72.00$ ;  
Receiving employee - Clerk (rate \$7.00 per hour) will be entitled to:  $\$72.00 \div \$7.00 = 10.29$  hours of catastrophic leave credits.
  2. If the employee or employees who donate eligible time credits are at the same salary rate as the employee who receives the credits, the receiving employee shall be credited with the number of hours donated.
  3. The receipt of donated time credits under this program shall not serve to extend or modify the terms or limitations of ARTICLE 13, LEAVES OF ABSENCE, paragraph 13.4.4 of this Agreement. However, at the written request of the employee, donated time credits shall be coordinated with differential pay during a period when the employee is on extended sick leave in order to mitigate the impact of the deduction of the substitute's pay from the employee's regular pay. Further, at the written request of the employee, donated time credits shall be coordinated with Family Medical Leave Act

benefits in order to provide a continuation of income, or to provide an extension of contributions for the District's health insurance package, or both during the period when the employee does not receive regular wages from the District.

- C. The employee shall fill out an application form for catastrophic leave and shall attach a written statement and verification from a licensed physician or practitioner indicating the nature and extent of the illness or injury without revealing confidential medical information, the projected date of the employee's return to work, and a statement that the employee is medically unable to work due to the illness or injury.
  - 1. Where the application is based on the catastrophic illness or injury of a member of the employee's immediate family, all required medical information, statements, and verifications shall be related to the affected family member. In addition, the employee shall attach a written statement indicating the circumstances that require the employee's absence from work. Finally, the employee shall be allowed and required to utilize all of the employee's available regular sick leave and other paid time off as provided by ARTICLE 13, LEAVES OF ABSENCE, paragraph 13.2, inclusive, of this Agreement prior to the receipt of donated time credits.
- D. The term "catastrophic illness or injury" shall be defined as set forth in Education Code section 87045(a) which states:

“‘Catastrophic illness’ or ‘injury’ means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s family which incapacity requires the employee to take time off from work for an extended period of time to care for the family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.”

**APPENDIX D**  
**DISCIPLINE OF PERMANENT CLASSIFIED EMPLOYEES**

- A. Discipline shall be imposed upon a permanent classified employee pursuant to the terms of this Appendix.
1. Disciplinary action shall be for just cause and shall be administered in accordance with the provisions of this Appendix. The level of severity of discipline should be reasonably related to the nature of the offense committed by the employee and should take into account any prior disciplinary action imposed on the employee.
  2. "Discipline" or "disciplinary action" shall mean formal action against a permanent employee in the form of a letter of reprimand, reassignment, demotion, reduction in wage rate, transfer, suspension, or termination of an employee when any of these actions is taken as a result of an offense committed by the employee.
    - a. The following are considered to be informal disciplinary actions and are specifically excluded from the provisions and procedures of this Appendix: oral warning, incident report, letter of warning, deduction of pay for being absent without leave (AWOL) in the absence of any other discipline. Incident reports and letters of warning are not placed in the official personnel file in the Human Resources Department.
    - b. Also specifically excluded from the provisions and procedures of this Appendix are actions taken by the District as part of the process of evaluation of an employee's work performance pursuant to the provisions of ARTICLE 10, EVALUATION, except when the District imposes disciplinary action following a written evaluation.
    - c. No disciplinary action shall be taken for any cause that arose prior to the employee becoming permanent or for any cause that arose more than two years preceding the date of the notice of disciplinary action unless the cause was concealed or not disclosed by the employee when it reasonably could be assumed that the employee should have disclosed the facts to the District.

### Pre-Discipline Investigation

- B. Any recommendation or request for disciplinary action against an employee shall be brought to the attention of the Superintendent/President or designee. The Superintendent/President or designee may determine to conduct an investigation into the matter. As a part of the investigation process, the Superintendent/President or designee may hold an informal meeting with the employee. Prior to the meeting, the employee should be notified in writing of the allegation or allegations that serve as the basis for the meeting. In addition, the employee shall be notified of the right to be accompanied to the meeting by a representative of the Exclusive Representative. If the employee elects not to be represented by the Exclusive Representative, the employee shall sign a statement to that effect. A copy of the signed statement shall be sent to the Exclusive Representative within five days of being signed.

### Notice of Discipline

- C. If a determination is made to institute disciplinary action against the employee, the Superintendent/President or designee shall give the employee a written Notice of Proposed Disciplinary Action ("Notice").
1. The Notice shall inform the employee of the charge or charges on which the disciplinary action is based and shall comply with the provisions of Education Code section 45116. Any document or documents that have been relied upon to support the proposed discipline shall either be attached or otherwise be made available to the employee.
  2. The Notice shall be personally served upon the employee, and shall be signed for and dated upon receipt, or it shall be sent by United States certified mail, return receipt requested, addressed to the employee at the employee's last known address of record. Additionally, the Notice may be sent by first class mail. When a Representative of the employee was involved in the process prior to the issuance of the Notice, the Representative shall also be sent a copy of the Notice.
  3. The Notice shall inform the employee of the right to have a meeting with the Superintendent/President or designee or to respond in writing to the Superintendent/President or designee, or both. The meeting date and time shall be set forth in the Notice and shall not be less than seven days from the date of the Notice. The deadline for a written response shall be the same day as the scheduled meeting.

4. If, following the meeting (or receipt of a written response), the Superintendent/President or designee determines that it is appropriate to proceed with the proposed discipline, the employee shall be informed in writing at the same time that the Notice is communicated to the Board of Trustees. The employee notification shall inform the employee of the effective date of the disciplinary action and shall include a statement of the right to a hearing on the charges and the time within which the hearing may be requested which shall be not less than five days after service of the notification. The notification shall also include a form, the signing and filing of which shall constitute a demand for hearing and denial of all charges. Failure to file the demand for a hearing as set forth in the notification shall constitute a waiver of the right to a hearing and the proposed discipline shall be imposed as final.

#### Disciplinary Hearing

- D. If the employee files the demand and denial, the disciplinary hearing shall be conducted pursuant to paragraph D.1 or D.2, inclusive.
  1. If the employee is represented by the Exclusive Representative, the hearing shall be before an arbitrator selected from the panel of the California State Mediation and Conciliation Service at the election of the Exclusive Representative.
    - a. The Exclusive Representative shall have five work days from receipt of the Notice to inform the District of its election to proceed before an arbitrator.
    - b. The arbitrator shall hold a hearing and shall issue written findings of fact, conclusions, and an advisory recommendation to the Board of Trustees.
    - c. Thereafter, the Board shall consider the arbitrator's findings, conclusions, and recommendation and shall make a final determination on the disciplinary action. The employee will be provided an opportunity to address the Board prior to the Board's determination.
    - d. The District and the Exclusive Representative shall share the per diem and expense costs of the arbitrator. Each party shall bear all other costs of its own case.

2. If the employee elected not to be represented as set forth in paragraph B of this Appendix or if the Exclusive Representative does not elect to proceed before an arbitrator, the hearing shall be conducted by the Board of Trustees pursuant to the following:
  - a. The burden of proof to support the discipline rests with the District.
  - b. The employee, and a representative if the employee desires, may present evidence or argument to the Board, or to a Hearing Officer designated by the Board, prior to the Board making a decision.
  - c. Following the appeal hearing, the Board shall adopt, modify, or reject the discipline.
  - d. The Board's decision shall be in writing and shall set forth the findings of fact, conclusions, and reasons for the Board's determination.
  - e. If the Board either modifies or rejects the discipline, the employee's personnel records shall be adjusted to reflect the Board's decision.
  - f. The decision of the Board shall be final.

#### Miscellaneous Provisions

- E. When the Superintendent/President or designee determines that the needs of the District so require, an employee may be suspended immediately on an emergency basis prior to the completion of the procedures set forth in paragraphs B through D. In that case, the suspension and any denial of compensation as provided by statute shall be an issue in the hearing, if one is requested by the employee.
- F. All information and proceedings regarding any of the above actions or proposed actions shall be kept as confidential as possible by all parties to the proceeding. The notification to the employee and to the employee's representative set forth in this Appendix shall not be considered a violation of the terms of this paragraph. The Exclusive Representative shall receive a written summary of any hearing where the Exclusive Representative did not represent the employee.

**APPENDIX E**  
**ACTIVE EMPLOYEE HEALTH INSURANCE**  
**PLAN OPTIONS SUMMARY**



**APPENDIX F**  
**65 PLUS RETIREE HEALTH INSURANCE PLAN SUMMARY SHEET**

**APPENDIX F**  
**65 PLUS RETIREE HEALTH INSURANCE PLAN SUMMARY SHEET**  
**Continued**

**APPENDIX F**  
**65 PLUS RETIREE HEALTH INSURANCE PLAN SUMMARY SHEET**  
**Continued**

## APPENDIX G

### PROCEDURES FOR GRANTING SALARY SCHEDULE CREDIT FOR NONACADEMIC COURSES AND INDIVIDUAL INSTRUCTION

1. Petitioning Procedures – To receive credit for any course or individual instruction that does not carry academic credit, a written description which relates the content of the course or individual instruction to the employee assignment must be attached to the Classified Request for Professional Growth form.
  
2. Standards for Granting Credit for CEU’s - One (1) CEU will be worth one-third (1/3) semester unit for CEU’s based on 10 hours of class time. These standards are applied to group instruction. The following scale will be used to grant credit for CEU’s:

Semester Unit	CEU’s	Hourly Equivalents
1/3	1.00 - 1.49	10.0 - 14.9
1/2	1.50 - 1.99	15.0 - 19.9
2/3	2.00 - 2.99	20.0 - 29.9
1	3.00 - 3.99	30.0 - 39.9

3. Standards for Granting Credit for Individual Instruction – Fifty (50) hours of individual instruction is worth one (1) semester unit of credit. These standards are applied to one-to-one instruction. The following scale will be used for granting credit for individual instruction.

Semester Unit	Hours of Individual Instruction
1/3	17 hours - 24 hours
1/2	25 hours - 33 hours
2/3	34 hours - 49 hours
1	50 hours - 66 hours