

**AGREEMENT BETWEEN**

**MENDOCINO-LAKE COMMUNITY  
COLLEGE DISTRICT  
BOARD OF TRUSTEES**

**AND**

**MENDOCINO-LAKE COMMUNITY COLLEGE  
CLASSIFIED BARGAINING UNIT, SEIU LOCAL 1021**

**Board Approved September 8, 2021**

**July 1, 2021 – June 30, 2024**

## TABLE OF CONTENTS

<b>Article 1:</b>	<b>Agreement/Recognition</b>	<b>1</b>
<b>Article 2:</b>	<b>Union Rights</b>	<b>4</b>
<b>Article 3:</b>	<b>Union Membership</b>	<b>11</b>
<b>Article 4:</b>	<b>Management Rights</b>	<b>13</b>
<b>Article 5:</b>	<b>Probationary Employees</b>	<b>14</b>
<b>Article 6:</b>	<b>Salary</b>	<b>15</b>
<b>Article 7:</b>	<b>Health and Welfare Benefits</b>	<b>21</b>
<b>Article 8:</b>	<b>Travel/Personal Expenses</b>	<b>25</b>
<b>Article 9:</b>	<b>Evaluation</b>	<b>26</b>
<b>Article 10:</b>	<b>Personnel Files</b>	<b>28</b>
<b>Article 11:</b>	<b>Hours of Employment</b>	<b>30</b>
<b>Article 12:</b>	<b>Holidays</b>	<b>34</b>
<b>Article 13:</b>	<b>Vacation</b>	<b>36</b>
<b>Article 14:</b>	<b>Transfer, Promotion, Reassignment</b>	<b>39</b>
<b>Article 15:</b>	<b>Leaves</b>	<b>42</b>
<b>Article 16:</b>	<b>Grievance Procedure</b>	<b>58</b>
<b>Article 17:</b>	<b>Calendar</b>	<b>64</b>
<b>Article 18:</b>	<b>Safety</b>	<b>65</b>
<b>Article 19:</b>	<b>Vacancies</b>	<b>66</b>
<b>Article 20:</b>	<b>Professional Development</b>	<b>67</b>
<b>Article 21:</b>	<b>Health Fees</b>	<b>71</b>
<b>Article 22:</b>	<b>Disciplinary Action</b>	<b>72</b>
<b>Article 23:</b>	<b>Classification/Reclassification</b>	<b>79</b>

<b>Article 24:</b>	<b>Layoff Procedures</b>	<b>83</b>
<b>Article 25:</b>	<b>Separability and Savings</b>	<b>87</b>
<b>Article 26:</b>	<b>Completion of Agreement</b>	<b>88</b>
<b>Article 27:</b>	<b>Duration</b>	<b>89</b>
<b>Article 28:</b>	<b>Emeritus Status</b>	<b>90</b>
<b>Article 29:</b>	<b>Protected Union Activity</b>	<b>91</b>
<b>Article 30:</b>	<b>Completion of Meet and Negotiate</b>	<b>92</b>
<b>Exhibit A:</b>	<b>Classified Salary Schedule</b>	<b>93</b>
<b>Exhibit B:</b>	<b>Short Term Non-Continuing (STNC) Salary Schedule</b>	<b>95</b>
<b>Exhibit C:</b>	<b>Grievance Form</b>	<b>96</b>
<b>Exhibit D:</b>	<b>Evaluation Form</b>	<b>98</b>
<b>Exhibit E:</b>	<b>Reclassification Form</b>	<b>102</b>

## ARTICLE 1 – AGREEMENT/RECOGNITION

- 1.1** The Articles and provisions contained herein constitute a bilateral and binding Agreement.
- 1.2** The Board of Trustees of the Mendocino-Lake Community College District, hereinafter referred to as the "BOARD" or "DISTRICT," hereby recognizes the Mendocino-Lake Community College Classified Bargaining Unit, SEIU Local 1021, hereinafter referred to as "UNION," as the sole and exclusive representative of all employees covered by this Agreement. This Agreement shall apply to all employees working in the classifications listed on Exhibit A and Exhibit B.

This includes all probationary and permanent Classified employees listed in Exhibit A, short-term temporary Classified employees (full-time and part-time) performing duties performed by the classifications listed on Exhibit A of the Collective Bargaining Agreement "CBA" and classifications listed on the Short-Term Non-Continuing (STNC) Salary Schedule listed on Exhibit B and excluding professional experts, event workers, and student employees whose employment is contingent on their status as students of the District, and managers as defined by the Educational Employment Relations Act.

- 1.3** This contract shall supersede any and all existing or prior verbal or written rules, regulations, resolutions, and policy statements of the Board or management and all existing and prior customs, practices, and alleged past practices of the Board or management in regard to the subject matter hereof which may be contrary or inconsistent with the terms hereof, and, this contract shall constitute with the terms hereof, and, this contract shall constitute the Board's entire policy with regard to employees covered hereby insofar as concerns wages, hours, and other matters which are the subject matter hereof.

### **1.4 Definitions**

- 1.4.1** Classified Employee: The Governing Board of the District shall employ persons for positions not requiring certification

qualifications. The employees and positions shall be known as the Classified service.

**1.4.2**        Short-Term Non-Continuing Employee (STNC): Short-term non-continuing employees hereinafter referred to as “STNC(s)” are not part of the Classified service but hold positions used to fill unanticipated, temporary, infrequent or occasional employee needs of the District. STNC means any person who is employed to perform a service for the District, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. Before employing a short-term employee, the Governing Board, at a regularly scheduled Board meeting, shall specify service required to be performed by the employee and shall certify the ending date of the service. The ending date may be shortened or extended by the Governing Board, but shall not extend 75 percent of a school year. “Seventy-five percent of a college year” means 195 working days, including holidays, sick leave, vacation and other leaves of absences, irrespective of number of hours worked per day.

**1.4.3**        Event Workers: Those employed by the District specific to a set list of duties for a defined, temporary period of performance, athletic event season, or event period. This includes work not otherwise defined under 1.4.1 or 1.4.2, including but not limited to ticket takers, theater ushers, sports announcers, or single event support activities. The ending date may be shortened or extended by the Governing Board, but shall not extend 75 percent of a school year. “Seventy-five percent of a college year” means 195 working days, including holidays, sick leave, vacation and other leaves of absences, irrespective of number of hours worked per day.

**1.4.4**        Professional Experts: Those employed by the District specific to a certain set of skills, expertise, or credentials; including work not otherwise defined under 1.4.1 or 1.4.2, including but not limited to athletic assistants, pianists, composers,

accompanists, web site developers, and subject matter experts. The ending date may be shortened or extended by the Governing Board, but shall not extend 75 percent of a school year. "Seventy-five percent of a college year" means 195 working days, including holidays, sick leave, vacation and other leaves of absences, irrespective of number of hours worked per day.

- 1.4.5** In this Agreement when "employee" is used, it shall refer to both "Classified employees" and "STNCs."

## ARTICLE 2 – UNION RIGHTS

### 2.1 Use of Facilities

Advance request for use of District facilities shall be made to the District when the Union wishes to schedule such use for organizational meetings and related activities. Any additional and actual costs to the District for such usage may be charged to the Union, but shall in no case exceed the charges made to other organizations. Use of such facilities shall not interfere with, nor interrupt, normal District operations. Facilities used shall be left in a clean and orderly condition.

### 2.2 Use of Equipment

Union representatives may, with advance approval of management, without cost, use District equipment, not requiring a trained operator, when such equipment is not otherwise in use. Supplies for all printed materials must be solely at the expense of the Union. District requirements shall at all times have priority over those of the Union.

### 2.3 Bulletin Boards/Mailboxes

**2.3.1**        Bulletin Boards: The District shall provide space for Union use on all District bulletin boards without charge.

**2.3.2**        Mailboxes/Distribution: The Union and its authorized representatives shall have the right to use the College mail distribution service for Union communication a maximum of four (4) times monthly or, more often when mutually agreed in advance.

**2.3.3**        All communications must bear Union identification as the distributor and be dated.

**2.3.4**        Each member of the bargaining unit will be assigned a college email address.

## **2.4 Distribution of Materials**

Union may distribute organizational literature on District property provided there is no interference with District business or distraction of employees while performing their duties.

## **2.5 Union Contract**

A reasonable number of duly-authorized representatives of the Union may have access to unit members to transact official Union business provided such contact does not occur during the member's hours of scheduled assignments and does not interfere with work schedules. Union shall provide District, and update as required, the names of Union representatives authorized to discuss official Union business with unit members.

## **2.6 Information to Union**

**2.6.1** Names, job titles, and compensation of all unit members shall be provided to the Union no later than forty-five (45) days from the first (1st) day of each fall term.

**2.6.2** Policies and Regulations (these are available online): During the term of this Agreement, District shall provide Union with any changes, additions, alterations or deletions simultaneous with distribution of such materials to management employees.

**2.6.3** The following items shall be available online at the time of submission to the Board: the "budget in final adopted form, one (1) each of Board presentation preliminary, tentative and publication budgets as prepared for public usage."

**2.6.4** District shall provide one (1) copy to Union of each official Board minutes and one (1) copy of each Board agenda "packet" excluding all confidential information or materials as defined by applicable law.

**2.6.5** Date of hire, names, job titles, department, work location, any known telephone numbers, home address and work email



addresses and compensation of all new unit members shall be provided to the Union the 15<sup>th</sup> of every month.

**2.6.6** Upon request, the District will, within 3 business days, furnish the Union office with current mailing information for each employee covered by this Agreement.

## **2.7 Union/District Consultation**

The parties agree that communication involving employer-employee relations, specifically administration of the contract in force, may be facilitated by consultation meetings. Either party may request a consultation meeting where they believe a resolution of a problem or problems may be feasible. The party requesting such a meeting shall, in writing, submit an agenda to allow an understanding of the problem to be discussed or resolved and the date, place, and time requested. The receiving party shall, within three (3) work days after receipt, notify the requesting party of agreement or non-agreement to the meeting. Such meetings shall not be unreasonably denied. Neither party shall have more than three (3) representatives at any such meeting unless mutually agreed to prior to the meeting. These meetings are not intended to by-pass the "Grievance Procedure" and shall not constitute any invitation to renegotiate any provision of the Agreement.

## **2.8 Release Time**

SEIU Local 1021 representative(s) shall discuss with supervisor in advance and document time on a monthly time sheet for hours spent on all Union business, inclusive of negotiations, grievances, trainings, etc.

**2.8.1** Negotiations: A maximum of four (4) authorized members of work duties, without loss of pay or benefits, when negotiation meetings with the District (including caucuses) are scheduled during regular working hours of the members involved. The District shall grant 20 hours of paid release time to bargaining team and/or Union representatives for negotiations preparations. Negotiations preparation time is limited to 20 hours to be shared amongst the members of the team (i.e. 5 hours for 4 members).

**2.8.2** Grievances: Authorized Union representatives and the grievant shall be released from their regular work duties, without loss of pay or benefits, when grievance resolution meetings are scheduled during their regular working hours. The District shall grant SEIU Local 1021 representatives reasonable release to conduct grievance investigations.

**2.8.3** Meetings:

**2.8.3.1** Unit members shall be released from work no more than one hour per month up to 12 times per year to attend regular on campus business meetings of the Union.

**2.8.3.2** Unit members may be released from work up to a total of four hours per year, subject to supervisor's approval, to attend off-campus Union meetings.

**2.8.3.3** Unit members serving as officers of the Union may be released from work, subject to supervisor's approval, two days per year to attend Union conferences and workshops.

**2.8.3.4** The unit member serving as representative to the SEIU Local 1021 Executive Board may be released from work one and a half hours per month, nine months per year, subject to supervisor's approval, to attend meetings of the Executive Board.

**2.8.3.5** Supervisors shall make every reasonable effort to allow employees to use release time when requested. Should a supervisor deny release time, a reason for the denial shall be provided to the employee.

**2.8.4**

Shared Governance:

Because unit members serving as President and President-Elect of the Classified Senate are required to participate in certain shared governance activities, such activities shall be considered as part of the unit member's assigned weekly hours. Timely completion of the employee's regular duties shall be a priority, as discussed with and approved by the supervisor.

**2.8.5**

Union Officer/ Steward Paid Leave

**2.8.5.1**

The District shall grant a represented employee reasonable leave without loss of compensation for the purpose of serving as an elected officer of the Union, including attending periodic, stated, special, or regular meetings of the SEIU Local 1021 Executive Board, and performing other duties as an officer of the Union.

**2.8.5.2**

Union Notice to the District

The Union shall submit a written request for leave at least thirty (30) calendar days in advance, except in emergency circumstances when the request shall be submitted as soon as practicable.

**2.8.5.3**

Compensation During Leave

During the leave, the District shall compensate the represented employee for the employee's full salary and benefits, including mandated retirement fund contributions. The employee shall pay member contributions as prescribed by the California Public Employee Retirement System (CalPERS).

**2.8.5.4**

The Union will reimburse the District all wages and benefits (defined below) incurred during the leave period. The Union's Reimbursement to the

District shall be made within 10 days after receipt of the District's certification of payment to the employee. Reimbursement shall include, but not be limited to: the gross amount of all wages and health and welfare benefits (including applicable medical premiums, leave accruals, worker's compensation, FICA, Medicare, Unemployment, et. al.)

**2.8.5.5 Return to Position**

Subject to applicable laws concerning layoff of classified employees, an employee who is granted leave under this section shall have the right to reinstatement to the same position and work location held prior to the leave, or, if not feasible, a substantially similar position without loss of seniority, rank, or classification.

**2.9 District Committee Appointments**

The Union shall have the right to appoint members representing the Union to committees considering issues contained within this contract. The Union will have a non-voting seat on PBC (Planning and Budget Committee).

**2.10 New Employee Orientation**

The Union shall be entitled to access to new employee orientation for the District's newly hired employees in accordance with Government Code Section 3555.5. For these purposes, new employee orientation is the on-boarding process by which newly hired employees are advised of their employment status, rights, benefits, duties and responsibilities and other employment-related matters.

**2.10.1** The District agrees that each newly hired employee shall participate in a mandatory and in-person on-boarding meeting the first working day of every month following employment (unless otherwise agreed) during regular

working hours (8-5 Monday through Friday). Employees missing the meeting will be expected to attend the following month's meeting.

**2.10.2** Each newly hired employee, as part of her or his in-person on-boarding meeting, shall be invited to attend a 30 minute session conducted by the Union during the on-boarding meeting. The District agrees to provide the Union with access to District's facilities to conduct the session with newly hired employees. The District representatives shall be absent from the room during any session conducted by the Union with newly hired employees. Union designee(s), including but not limited to Union representative, officers, stewards, and members, shall conduct the sessions covered under this Agreement.

**2.10.3** The District shall provide the Union with an electronic list of expected participant(s) on the 15<sup>th</sup> of the month prior to meeting the on-boarding meeting.

## ARTICLE 3 – UNION MEMBERSHIP

### 3.1 Dues Check-Off

#### 3.1.1 Payroll Deduction:

The District agrees to deduct all Union dues, insurance premiums, and assessments from the pay of those employees who have authorized in writing, or by other means of indicating agreement allowable under state and federal law that such deduction(s) be made. The amounts deducted from payroll shall be remitted promptly to the Union, or its designee. Requests from bargaining unit members to authorize dues/other deduction(s), or requests to change status regarding such deductions, shall be directed to the Union rather than the District. The District shall rely on the Union's explanations in a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether an authorization/change in deduction(s) has been requested by the employee. The Union shall not provide the District a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

#### 3.1.2 Dues Check-Off Reinstatement:

The District shall not deduct dues during periods that an employee is separated from the bargaining unit, but shall reinstate dues deduction upon the return of the employee to the bargaining unit. The term separation from the bargaining unit includes transfer out of the unit, layoff, and a leave of absence without pay with a duration of more than thirty (30) days.

#### 3.1.3 Reporting:

Along with the payroll deductions, the District will send the Union an alphabetical listing of the employees from whom deductions were made, the amount of the deduction, and the

names of any employee transferred out of the bargaining unit, laid off, or on leave without pay for more than thirty (30) days, including the length of the leave of absence.

**3.2 Union Obligations**

The Union shall comply with all applicable statutory and Public Employment Relations Board requirements and furnish any information needed by the District to fulfill its obligations under this Article.

**3.3 District Obligations**

The District's sole obligation under this Article shall be to make the deductions required under this Article. The District shall have no obligation to terminate or discipline any employee under this Article.

**3.4 Indemnification and Hold Harmless**

The Union shall indemnify and hold the District and its officers, employees and agents, harmless against all claims, proceedings, demands or suits, liability, or other action taken or not taken by or on behalf of the District arising from the provisions contained in this Article, and to reimburse the District for reasonable legal fees, costs, judgments, or settlements incurred in defending against any court action and/or administrative action.

The Union shall have the exclusive right to decide and determine whether any such action of proceeding referred to in the above paragraph shall or shall not be compromised, resisted, defended, tried, or appealed, but shall consult with the District prior to making any such decision or determination.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

- 4.1** Matters of policy shall at all times remain the prerogative solely of the Board, and the Board at all times reserves and retains for itself, and/or its President and agents, the full right, authority, and discretion, in the proper discharge of its duties and responsibilities, to manage the District and its staff; to determine and administer educational policy, curriculum, and the calendaring thereof; to, in all respects, operate the District and to direct its staff, and otherwise retain all right, authority, and discretion which is by law or otherwise vested in the Board. The enumeration of certain retained rights in this paragraph shall in all instances be taken as being by way of illustration, but not by way of limitation. The exercise or non-exercise of rights and prerogatives herein reserved shall not be grievable; provided, however, this provision shall not be construed to in any way limit a right to grieve arising by reason of a violation of the specific provisions of any other paragraph of this Agreement that is grievable.
- 4.2** There are no provisions in this Agreement that shall be deemed to limit or curtail the Board in any way in the exercise of the rights, powers and authority which the employer had prior to the effective date of this Agreement; unless, and only, to the extent that provisions of this Agreement specifically limit or curtail such rights, powers and authorities.



## **ARTICLE 5 – PROBATIONARY EMPLOYEES**

**5.1** During the first six months of employment, Classified employees shall be on probationary status.

**5.1.1** The probationary period shall be extended by an equivalent amount for any time off without pay during the first six months' of employment.

**5.1.2** At any time during the probationary period, probationary employees may be dismissed at the discretion of the Superintendent/President. Said dismissal shall not be exercised unlawfully. An employee dismissed during the probationary period shall, upon request, be granted an exit interview with the Superintendent/President.

**5.1.3** For probationary period of a promoted employee, see "Promotion."

## ARTICLE 6 – SALARY

### 6.1 Placement and Movement on the Salary Schedule

**6.1.1** Initial salary placement for Classified employees shall be Step A of the Salary Schedule (Exhibit A). With verification of five (5) years of experience in a position equivalent or similar to the District position, initial placement may be at Step B.

**6.1.2** Classified employees will receive credit for one year of service on the salary schedule for each year of satisfactory service. Classified employees whose employment commenced before February 1 will receive an incremental step on July 1. Classified employees whose employment commenced February 1 or after will not receive an incremental step until July 1 of the following year.

**6.1.3** The increase per range is 2.5%. The increase per Step is 5% for Step 2, 5.5% for Step 3, 6% for Step 4, and 6.5% for Step 5.

### 6.2 Pay and Allowance Provisions

**6.2.1** The regular rate for each Classified position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Exhibit A. STNC employees listed in Exhibit B shall be paid at the indicated hourly rate.

**6.2.2** All regular paychecks of employees in the bargaining unit shall be itemized to include all deductions. In addition, pay stubs shall include the following:

- Hourly rate – STNC only
- Overtime hours
- Out-of-class pay
- Stipends
- Longevity pay
- Sick leave balance
- Vacation balance

The District will provide employees with a biannual report in May and November of their current accrued vacation and maximum vacation accrual.

**6.2.3** Employees in the bargaining unit shall be paid once a month. If the normal payday falls on a holiday or weekend, the paycheck shall be issued on the preceding workday. The above is subject to the Mendocino County Office of Education payroll warrant schedule.

### **6.3 Salary Comparisons**

When comparing Mendocino-Lake Community College District Classified salaries to other entities, employee PERS contributions paid by employers will be considered as salary.

### **6.4 Shift Differential**

It is agreed that all employees working hours other than the normal day shift shall receive a shift differential of the following:

**6.4.1** Employees working 75% of their hours after 3:00 p.m. shall receive a shift differential of \$.74 per hour.

**6.4.2** Employees working 75% of their hours after 11:00 p.m. shall receive a shift differential of \$1.10 per hour.

**6.4.3** Classified employees working a split shift containing one (1) or more periods of unpaid time exceeding two (2) hours shall receive a shift differential of \$.74 per hour. This differential will not apply when a split shift occurs to accommodate a Classified employee request.

**6.4.4** Each time a COLA is implemented, the shift differential amounts will be increased by the same percentage.

### **6.5 Longevity Pay**

It is agreed that Classified employees shall receive longevity pay as follows:

- 6.5.1** After 9 years of continuous full-time service, \$150 per month shall be paid to the employee.
- 6.5.2** After 14 years of continuous full-time service, an additional \$150 per month shall be paid to the employee.
- 6.5.3** After 19 years of continuous full-time service, an additional \$150 per month shall be paid to the employee.
- 6.5.4** After 24 years of continuous full-time service, an additional \$150 per month shall be paid to the employee.
- 6.5.5** After 29 years of continuous full-time service, an additional \$150 per month shall be paid to the employee.
- 6.5.6** After 34 years of continuous full-time service, an additional \$150 per month shall be paid to the employee.
- 6.5.7** These amounts shall be pro-rated for part-time employees.

## **6.6 Working Out of Classification**

- 6.6.1** Classified employees shall not be required to perform duties which are not fixed and prescribed for the position by the Governing Board, as indicated in the job description, unless the duties are reasonably related to those fixed for the position.
- 6.6.2** Classified employees may be required to perform duties that are significantly different than those indicated in the job description, for a period of at least five consecutive working days, provided that her/his salary is adjusted upward for the entire period he/she is required to work out of class.
- 6.6.3** Compensation will reasonably reflect the duties required to be performed for working out of class, but not less than a 5% increase, except when a Classified employee is placed on the

last step of the appropriate range. If the compensation increase proposed by the District is unacceptable to the unit member, the Union may request to meet and confer over the percentage increase.

**6.6.4** If a Classified employee is paid out-of-class pay for 18 months, the increase in pay shall become permanent or the assigned job duties will be restructured to bring them in line with the job classification, at the discretion of the District.

**6.7** Retroactive salary increases shall only apply to those employed at the time the Agreement is ratified by the unit and approved by the Board of Trustees.

**6.8 Standby Pay**

When approved in advance in writing by a supervisor and the applicable Vice President, an employee shall be paid \$5/hour when required to remain available to work outside the regularly scheduled work hours. The agreed to telephone contact number and specified response time shall be included in the written approval. An employee who does not answer the phone or is not available to report to work when called shall not be paid standby pay. When an employee is requested to work under this section of the CBA, Call-In or Call-Back pay rules shall apply.

**6.9** Employees may be reimbursed up to \$200 per fiscal year for work boots or steel-toed shoes for employees who, with prior supervisor approval, require it for the safe execution of job duties. This may include, but is not limited to, Security, Facilities and Grounds Departments.

**6.10** \$5,000 per year child care subsidy is available for the entire unit and will be split equally among all eligible employees and between the fall and spring semesters.

**6.11 STNC (Short Term Non-Continuing):**

- The 21/22 Agreement concludes the three year phase-in to align Custodian, Groundskeeper, and Security/Utility Worker to Step 1 of Classified schedule effective

12/20/21.

- *Custodian:*
  - 8/20/2021, \$16.62
  - 12/20/2021, Step 1 Classified Schedule
  
- *Security/Utility Worker:*
  - 8/20/2021, \$19.26
  - 12/20/2021, Step 1 Classified Schedule
  
- *Groundskeeper:*
  - 8/20/2021, \$19.26
  - 12/20/2021, Step 1 Classified Schedule

## **6.12 Bilingual Pay**

- 6.12.1** Each fiscal year, the Superintendent, or designee, shall designate District positions that are eligible for the bilingual pay premium. The District shall provide a premium for employees working in positions which require the ability to communicate in a language other than English, provided that the position does not already receive a higher pay grade for the bilingual duties. An employee in the designated position shall first demonstrate a language proficiency of job-related terminology acceptable to the department head and the Human Resources Director.
- 6.12.2** Use of bilingual skills shall include time spent translating, interpreting, answering phone calls, doing research, and speaking with or writing in a language other than English including sign language for the hearing impaired and Braille for the visually impaired.
- 6.12.3** An employee who receives a bilingual premium may be called upon to assist other employees in other positions who do not

have bilingual skills. Such a circumstance(s) shall not be interpreted as the employee working out of his/her classification.

- 6.12.4** A position within the bargaining unit, which requires bilingual skills on the average, more than percent (10%) of the employee's work time shall be entitled to a bilingual premium of one hundred Dollars (\$100.00) per month. Identified STNC positions shall be eligible for a \$0.50/hour differential for employees who meet the qualifications defined by the language fluency process.

## **ARTICLE 7 – HEALTH AND WELFARE BENEFITS**

- 7.1** The District agrees to maintain a health and welfare benefit program which includes family medical, dental, vision, prescription and employee life insurance. Coverage will be maintained with cost containment and fiscal sustainability considerations.
- 7.2** The District agrees to provide annual health screening, as prescribed by the District, for Classified employees and 50% of the cost for the spouse.
- 7.3** The District agrees to maintain a flexible plan, IRS Code 125, providing Classified employees the option of using pre-tax dollars to pay for unreimbursed medical expenses, required premiums, and child/dependent care expenses.
- 7.4** The Union and District agree to join with other employee units to review various cost containment measures which may assist in reducing the increasing cost of health and welfare premiums.
- 7.5** The District agrees to pay the employer's portion of the PERS retirement program, workers' compensation coverage, and unemployment insurance as prescribed by law.
- 7.6** The District agrees to pay the premium costs for health benefits for all Classified employees working .79 FTE or more. For purposes of this Article, 1.0 FTE = 12 months per year, 40 hours per week. Classified employees who work less than .79 FTE will pay a pro-rated premium cost, as specified in Health Benefits Plan document.
- 7.7** If health benefits are discontinued due to a Qualifying Event such as resignation, retirement, dismissal, reduction of hours, unpaid leave of absence, death, etc., Classified employees and/or dependents may be able to continue coverage at their own expense pursuant to federal law (COBRA) due to certain reasons and for specific amounts of time. See the Health Plan Document or Human Resources for details.



**7.8** At least 45 days prior to changing the monthly premium rate for health benefits, the District will provide MLCCCBU, SEIU Local 1021 with the adjusted rate and all information on which the rate is based.

## **7.9 Retiree Plan**

Coverage: Beginning 7/1/96, retiree health benefits include medical, dental, prescription, and vision coverage equivalent to the active plan. Any coverage changes subsequently agreed to through the collective bargaining/meet and confer process for the active plan will also apply to retiree coverage.

The intent of the plan is to provide coverage until an individual is Medicare eligible. If Medicare age eligibility changes from 65, the District will re-evaluate the age at which coverage under this plan terminates. This re-evaluation will occur on a timely basis, prior to when the change in Medicare eligibility would be effective.

The death of a retired Classified employee participating in the retiree health benefit plan will not affect continuance of coverage for the spouse/registered domestic partner or dependent which will be continued according to the retiree health benefit provisions.

### **Employees Retired on or Before June 30, 2024 – with eligible dependents**

Retiree group coverage will terminate at age 65.

Coverage for the spouse/registered domestic partner will be for a maximum of 15 years, or to age 65, whichever occurs first. Dependent children are covered until age 26 or as required by legal mandate. Continuation of dependent coverage is contingent upon election of Medicare Supplement through the Joint Trust.

### **Employees Retired after June 30, 2024 – with eligible dependents**

Retiree group coverage will terminate at age 65. Coverage for the spouse/registered domestic partner will be for a maximum of fifteen (15) years, or to age 65, whichever occurs first. Dependent children are covered until age 26 or as required by legal mandate. Continuation of dependent coverage is contingent upon election and premium contribution for the retiree's Medicare Supplement through the Joint Trust unless subsidy election requirement for dependent coverage is waived by the Joint Trust.

A. Eligibility:

*Employed prior to 7/1/11:*

To participate, Classified employees must have 15 years' service as a permanent employee of the District and be PERS or STRS retirement eligible. Should an active Classified employee die when he/she has at least 15 years' service as a permanent employee of the District and is at least 50 years old (PERS employee) or 55 years old (STRS employee), benefits will be extended to the spouse/registered domestic partner and dependents according to the retiree benefit provisions.

*Employed 7/1/11 or after:*

To participate, Classified employees must have 20 years' service as a permanent employee of the District and be 58 years old. Should an active Classified employee die when he/she has at least 20 years' service as a permanent employee of the District and is at least 58 years old, benefits will be extended to the spouse/registered domestic partner and dependents according to the retiree health benefit provisions.

B. Contributions:

*Retired Prior to 7/1/2020*

Eligible retirees who work an average FTE equal to or greater than 79% over their work history as a Classified employee, will not be required to make a monthly contribution. Eligible retirees who worked an average FTE less than 79% over their work history as a Classified employee will

contribute the annual amount required of a less than 79% employee enrolled in the active plan, payable on a monthly basis.

*Retired After 7/1/2020*

Retiree coverage will mirror the benefit package provided to active plan participants

**Employees retired after June 30, 2024 who wish to maintain dependent coverage after attaining Medicare eligibility:**

Upon Medicare eligibility, the retiree is responsible for associated premium for subscriber's (retiree's) Medicare supplemental coverage as determined by the premium structure of the particular plan year. Failure to contribute the subscriber's Medicare supplement premium amount will terminate eligibility for dependent coverage under the plan unless subsidy election requirement for dependent coverage is waived by the joint trust.

## **ARTICLE 8 – TRAVEL/PERSONAL EXPENSES**

- 8.1** When authorized by the District to travel, employees shall be reimbursed for use of personal vehicles and other reasonable and necessary expenses in accordance with District policies and regulations.
  
- 8.2** Where a unit member is assigned duties which require a special California driver's license, the District, upon Board approval, shall pay such costs as are involved in obtaining such license(s) or for fulfilling such requirements of licensing as required.
  
- 8.3** Costs required for fingerprinting and TB tests shall be reimbursed to employees by the District. The rate for such shall not exceed the amounts charged by agencies listed on the notice provided to employees by Human Resources.

## **ARTICLE 9 – EVALUATION**

- 9.1** Classified employees shall be evaluated by an administrator or supervisor designated by the Superintendent/President. The administrator or supervisor shall be an individual with direct knowledge of the Classified employee's duties and responsibilities.
- 9.1.1** When a Classified employee writes a response to either an evaluation or reprimand, the Dean or Vice President of the supervisor who wrote the evaluation or reprimand, must provide a written response to the Classified employee's concerns within 15 working days of submission.
- 9.2** Probationary Classified employees shall be formally evaluated twice during the probationary period.
- 9.3** Classified employees shall be evaluated formally every other year unless one or more specific situations warrant more frequent evaluations, at the discretion of the District.
- 9.4** Both scheduled and unscheduled observations of the Classified employee's work may be part of the evaluation process.
- 9.5** Human Resources shall establish the evaluation due date.
- 9.6** Effective 1/1/19, a form will be developed to solicit feedback from each employee through an annual self-evaluation of her/his work performance.
- 9.6.1** The evaluation form will include a section for the employee to reflect and comment on their own performance the past year and will include both areas of strength and areas in which the employee would like to focus on improving in the coming year.
- 9.6.2** The evaluation process and form will include a section for the employee and supervisor to determine goals and objectives for

the coming year, including areas of desired professional development.

## ARTICLE 10 – PERSONNEL FILES

**10.1** All personnel files are the property of the District and shall be located in the District's Human Resources Office. These files shall contain initial employment documents, performance evaluations, position descriptions, copies of payroll changes, and other pertinent official documents.

**10.2** Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for inspection of the person involved.

Such material is not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.

**10.3** Every employee shall have the right to inspect such materials upon request, with the presence of a Human Resources employee, provided that the request is made at a time when such person is not actually required to render services to the employing District, unless otherwise agreed to by the District.

**10.4** Any adverse comment, except material mentioned in 10.2 of this section, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon.

**10.4.1** An employee shall have the right to enter, and have attached to any adverse comment his own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.

**10.4.2** Human Resources shall forward to all employees, a copy of any adverse comment to be placed in their personnel file, to be accompanied by a statement indicating that the document will be held for ten (10) working days from the date the copy is

sent. During this time, the employee may submit any written comments regarding the document to Human Resources which shall be attached to the document and placed in the employee's personnel file. If no written comments are received, the document will be placed in the employee's personnel file at the end of the ten (10) working days.

**10.4.3** Also, during the ten (10) working days the originator of the document may elect to withdraw the request to have the document placed in the employee's personnel file and it shall be withdrawn.

**10.4.4** An employee who chooses not to submit written comments within the ten (10) working days, does not waive his/her right to have written comments attached to that particular document. An employee may attach written comments to any document in his/her personnel file at any time during normal working hours.



## **ARTICLE 11 – HOURS OF EMPLOYMENT**

### **11.1 Work Year**

The annual work year for less than 12 month Classified employees shall be set each year by the supervisor after consultation with the Classified employee, subject to final approval by the next-level supervisor.

### **11.2 Work Day/Work Week**

The standard, permanent work week for full-time Classified employees is five (5) consecutive days, eight (8) hours per day, forty (40) hours per week. Specific work days and hours will be designated by the District upon employment. The District reserves the right to set work schedules, but will respect whenever possible the requests of the employee. Any reduction in work hours shall be accomplished in accordance with the Education Code.

When available, work schedules for STNC employees shall be communicated to employees before the start of the work week. It is understood that in some circumstances STNC schedules may need to change or hours may need to be added or subtracted based on District needs.

### **11.3 Alternate Work Schedules**

To arrange a schedule different from Section 11.2, the supervisor will first consult with the Director of Human Resources. Employee requests, business necessity and the impact on services and other departmental employees will be considered. The supervisor will review the request with the appropriate Vice President, and, if approved, will send a written notice regarding the change to Human Resources. While working an alternate schedule, it is understood that there may be occasions when the employee will be expected to work on their off day to participate in meetings, trainings, and other important District events. An alternative work schedule is not a permanent arrangement and is subject to annual review. When working an alternate schedule which exceeds eight (8) hours in one day, daily overtime rules will only apply when working beyond the established daily scheduled hours.

#### **11.4 Lunch Periods**

All employees shall be entitled to a duty-free lunch period. 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 midpoint of each work shift. If an employee is directed to work during his/her lunch period, such time shall be taken as close to the immediate hour after the regularly scheduled lunch period as possible.

#### **11.5 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 four (4) 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. The rest period may not be used to shorten the work day or make up lost time.

#### **11.6 Overtime**

**11.6.1** Overtime is defined to include any time in excess of eight (8) hours in any one day, or in excess of forty (40) hours in any calendar week, except when an alternate schedule is adopted (Section 11.3). Overtime hours must be authorized by the supervisor and next-level supervisor in advance and will be compensated at 1.5 times the employee's regular pay rate, or compensatory time off at the rate of one-and-one-half (1.5) hours per hour worked. 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 indicate a preference as to the method of compensation. Employees who work six consecutive days or more will be compensated at 2.0 times their regular pay rate when working over forty-eight (48) hours during that time.

**11.6.2** All hours worked on holidays designated by this Agreement shall be compensated at two and one-half (2.5) times the regular rate of pay.

**11.6.3** Compensatory time shall be taken at a time mutually acceptable to the employee and the District within three (3) months of the date on which it was earned. If the employee is specifically not permitted to take the compensatory time within the three (3) month period, then the employee shall be paid in cash. The denial to the employee of using the compensatory time within three (3) months after its accrual must be in written form to Human Resources from the immediate supervisor and approved by the applicable Vice President, with justification for denial.

The maximum amount of compensatory time off which may be accrued shall be 240 hours. Employees who have accrued 240 hours of compensatory time shall be paid overtime compensation in cash for any additional overtime hours of work.

**11.6.4** If an employee is REQUIRED to attend a conference or workshop, he or she shall earn overtime if attendance at the conference or workshop plus travel time to and from it exceeds eight (8) working hours. Required attendance must have prior written approval of the immediate supervisor and the applicable Vice President.

**11.7 Minimum Call-in Time**

A Classified 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.

**11.8 Minimum Call-back Time**

Any Classified employee called in to work after completion of his/her regular assignment and having left the premises and returned to his/her domicile shall be compensated for at least two (2) hours of work at the appropriate rate of pay under this Agreement.

### **11.9 Right of Refusal**

A bargaining unit member shall have the right to refuse an offer of, or request for, overtime, call-back, or call-in time except in the case of extreme need. Where an extreme need is declared to exist that threatens to halt, impede or impair the operation of the college, the bargaining unit member is bound to comply.

### **11.10 Expenses and Material**

**11.10.1** The District shall provide tools and equipment required for use by unit members in the performance of their assigned duties.

**11.10.2** Unit members shall be responsible for all tools, equipment, keys, uniforms, etc. issued to them by the District.

**11.10.3** All such District property shall be returned to the District upon termination of employment or as otherwise directed by the District.

## ARTICLE 12 – HOLIDAYS

**12.1** Classified employees who work 10 or 11 month work schedules will be paid for holidays that fall within their work calendar.

- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Friday following Thanksgiving
- Christmas Eve
- Christmas Day
- Three workdays between Christmas Day and New Year's Eve Day
- New Year's Eve Day
- New Year's Day
- Martin Luther King Jr. Day
- Lincoln's Birthday
- Washington's Birthday
- Wednesday, Thursday and Friday before Easter, if Spring Recess is before Easter; OR Monday, Tuesday and Wednesday after Easter, if Spring Recess is after Easter
- Memorial Day

**12.2** When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed; when a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

**12.3** A Classified employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

**12.4** Additional Holidays: Any day proclaimed by the President of the U. S. or Governor of this State as a holiday, or any day declared a holiday by the Governing Board, shall be a paid holiday for all Classified employees in the bargaining unit.

**12.5** When a holiday falls within the scheduled vacation of any Classified employee, such holiday shall not be counted against the employee's vacation entitlement.

## **12.6 Part-time Employees**

**12.6.1** Part-time Classified employees are entitled to all holidays granted by the District, which shall be prorated in the same ratio as the number of hours per week bears to a full-time assignment.

*EXAMPLE A:* A Classified employee working Monday through Friday 30 hours per week, 6 hours per day, shall be entitled to 6 hours per holiday (30 hours/week divided into 40 hours/week = 75% of an eight hour day = 6 hours).

*EXAMPLE B:* A Classified employee working Monday through Thursday 20 hours/week, 5 hours per day, shall be entitled to 4 hours per holiday (20 hours/week divided into 40 hours/week = 50% of an eight hour day = 4 hours)

**12.6.2** Holiday leave for part-time Classified employees working less than five (5) days per week (Example B, Section 13.6.1):

Since the amount of holiday leave to which part-time Classified employees working less than five days per week are entitled will be different than the scheduled work day, holiday leave for these employees will be applied as follows:

- If a holiday falls on a regularly scheduled work day, the Classified employee is entitled to his/her prorated share of holiday leave. Additional time off for that day may be charged to any paid leave time the employee may have accrued, or the week's work schedule may be adjusted to make up the additional time off.
- If a holiday falls on a day which is not a regularly scheduled work day, the Classified employee may accrue this time off and take it at a later date.

## ARTICLE 13 – VACATION

- 13.1** Vacation benefits are earned on a fiscal year basis July 1 to June 30.
- 13.2** Twelve (12) months per year, 40 hours per week Classified employees shall be entitled to the following vacations rights:
- 12 days per year (1-4 years of employment)
  - 18 days per year (5-9 years of employment)
  - 20 days per year (10-14 years of employment)
  - 22 days per year (15-24 years of employment)
  - 26 days per year (25 plus years of employment)
- 13.3** Classified employees working less than twelve (12) months per year and/or less than full-time (8 hours per day) shall receive a pro rata vacation accrual.
- 13.3.1** Less than twelve month Classified employees may accumulate vacation credits under the terms of this Agreement or may, with the approval of the District, be paid in cash in lieu of vacation time.
- 13.4** To use vacation time, a Classified employee must complete a Vacation Request for approval by the supervisor and submission to the District's payroll department.
- 13.5** Each Classified 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, under the terms of this Agreement, as of his/her last day of work. In the event of a deceased Classified employee, payment therefore shall be made to his/her estate or as otherwise provided by probate law.
- 13.6** A Classified employee may not accumulate more vacation time than the amount which can be earned in a two (2) year period. It is the Classified employee's responsibility to monitor their vacation balance so as to not

reach their maximum and stop accruing vacation time. Balances are reflected on paystubs. If the Classified employee is specifically not permitted to take vacation time and this denial would result in a loss of vacation time, the Classified employee shall be paid in cash for the days which would have been lost. The denial to the Classified employee of using vacation time within this period of time must be in written form to Human Resources from the immediate supervisor and approved by the applicable Vice President with justification of denial.

- 13.7** A probationary Classified employee leaving before being classified as a permanent employee will receive no vacation days. Earned vacation shall not become a vested right until completion of the initial six (6) months of regular employment.
- 13.8** Holidays are not counted as vacation days.
- 13.9** If a Classified employee's vacation becomes due during a period when on leave due to illness or injury, the Classified employee may request that the vacation date be changed and the District, subject to mutual agreement, may grant the request in accordance with vacation dates available at the time.
- 13.10** If a Classified employee while on vacation becomes seriously ill, requires hospitalization, or is eligible for bereavement leave, the Classified employee may request that these dates be changed to either sick leave or bereavement leave and the District, upon the receipt of appropriate supporting documentation, shall grant the request.
- 13.11** No supervisor shall deny a Classified employee a scheduled vacation without first obtaining a review of the decision by the next higher level administrator, if requested by the Classified employee.
- 13.12** Each fiscal year full-time Classified employees may cash-out up to four days of accrued vacation leave per fiscal year if they have accrued 20 days of vacation leave or up to six days of accrued vacation leave per fiscal year if their maximum allowable vacation leave has been accrued. The threshold



requirements of vacation used and accrued for part-time Classified employees will be applied pro rata.

## **ARTICLE 14 – TRANSFER, PROMOTION, REASSIGNMENT**

### **Vision Statement**

Mendocino College encourages the transfer and promotion of employees to the mutual advantage of the employee and the College. To the fullest extent possible, policy shall be to fill job vacancies by internal transfer and promotion of qualified, capable staff members. Article 14 is intended to provide incentive for initiative and ambition to employees, and to assure that departments obtain the best skills and experience available. For the purpose of Transfer and Reassignment STNC employees shall not receive preferential treatment to permanent Classified employees.

### **14.1 Transfer**

- 14.1.1** A lateral transfer is from one position to another position at the same salary level.
- 14.1.2** Human Resources will announce positions available for transfer for a minimum of ten (10) working days. Email is the preferred method of announcing these opportunities.
- 14.1.3** Employees wishing to transfer must submit a written request to Human Resources by the end of the ten (10) day period. Email is the preferred method of submitting a request.
- 14.1.4** The Department Manager, along with Human Resources, will interview all internal candidates who meet the job qualifications prior to making their selection.
- 14.1.5** Human Resources may conduct an external search, only after it is determined that no internal candidates are qualified for the opening.
- 14.1.6** If offered the position, the employee will advise their current supervisor that they have accepted the position; the two

supervisors and the employee will develop and implement a training/transfer plan.

- 14.1.7** Either the supervisor or the transferred employee may rescind the transfer at any time during the first six months in the new position.

## **14.2 Promotion**

- 14.2.1** A promotion is a movement to a position at a higher salary level as part of the open selection process.
- 14.2.2** Human Resources will announce positions available for promotion for a minimum of ten (10) working days. Email is the preferred method of announcing these opportunities.
- 14.2.3** Employees wishing to apply for promotion must submit a written request to Human Resources prior to the closing date.
- 14.2.4** Where two (2) or more final applicants have approximately equal merit and ability, and the Classified employee or STNC is not selected for the position, the employee may request a written explanation as to why s/he was not selected for the position.
- 14.2.5** If offered the position, the employee will advise their current supervisor that they have accepted the position.
- 14.2.6** Either the supervisor or the promoted employee may rescind the promotion at any time during the first six months in the new position.

## **14.3 Reassignment**

- 14.3.1** A reassignment is a move from one work location or department to another within the same salary level, or at a lower salary level.

**14.3.2** Employees may request reassignment via the transfer process.

**14.3.3** In the event of program change, the District retains the right to involuntary reassignment, so long as the employee meets the job qualifications, and the position is at the same salary range.

**14.4 Notice**

**14.4.1** The unit member and the Union will receive a notice of a District-initiated transfer within 30 days of the proposed action.

## ARTICLE 15 – LEAVES

### 15.1 Bereavement Leave

**15.1.1** Bereavement leave will be granted to Classified employees due to, and at the time of, the death of an immediate family member, as defined in Section 15.8.2.1 of this Agreement.

**15.1.2** Such leave of absence will be with pay and may not exceed three (3) days, or five (5) days if travel is required for a distance of five hundred (500) miles or more.

### 15.2 Jury Duty

**15.2.1** Leave of absence for jury service will be granted to a unit member who has been officially summoned to jury duty in a local, state or federal court. Leave will be granted for the period of the jury service.

**15.2.2** The Classified employee shall receive full pay for such leave period provided the jury service fee (excluding mileage and meal expense) for such service is assigned to the District.

**15.2.3** Request for jury service shall be made by presenting the official court summons to jury service.

**15.2.4** Leave of absence to serve as a witness in a court case shall be granted when the Classified employee has been served a subpoena to appear as a witness, not a litigant, in a case. The length of leave shall be granted for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The Classified employee shall receive full pay during the leave period, provided that the witness fee for such leave is assigned to the District. Request for leave of absence to serve as a witness shall be made by presenting the official court summons.

- 15.2.5** A Classified employee who has received leave of absence for jury or witness service shall be available for work during hours when the Classified employee's presence is not required in court for more than three (3) hours during any one day.
- 15.2.6** District may, at any time, require from the Classified employee proof of the jury service or witness service covered within this section.

### **15.3 Computation of Sick Leave Allowance**

- 15.3.1** Every full-time Classified employee employed five (5) days a week by the District will be entitled to twelve (12) days of leave of absence for illness or injury with full pay, for a full fiscal year of service. Education Code 88191.
- 15.3.2** Classified employees employed five (5) days a week, who are employed for less than a full fiscal year are entitled to such proportion of twelve (12) days leave of absence for illness or injury with pay as the number of months he/she is employed bears to twelve (12). Education Code 88191.
- 15.3.3** Classified employees employed less than five (5) days per week will be entitled, for a full fiscal year of service, to such proportions to twelve (12) days leave of absence for illness or injury with pay as the number of days he/she is employed per week bears to five.
- For STNCs, the District “front-loads” three days (24 hours) of leave per academic year. Sick leave for STNC employees does not roll over each year. Sick leave for STNCs is not accumulated year to year. Education Code 88191.
- 15.3.4** 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.

- 15.3.5** Sick leave need not be approved prior to taking such leave and such leave may be taken any time during the year. A new employee will not be eligible to take more than one (1) day for each month worked up to six (6) months, until the first day of the calendar month after completion of six (6) months of service with the District.
- A. Sick leave use will be reported in hours, in increments no smaller than .5.
- 15.3.6** If the Classified 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.
- 15.3.7** An absence due to illness must be reported to the immediate supervisor by the time the employee is scheduled to begin work. The employee will keep his/her supervisor informed daily as to when he/she expects to return to work. Upon return from such an absence, the employee will note the absence on his/her timesheet.
- 15.3.8** The District may require certification from a physician or other proof of illness for days of absence due to illness or accident. Normally, this shall be done when the absence exceeds five (5) days.
- 15.3.9** After an employee has been absent for five (5) or more consecutive days, the District may require certification from a physician as to an employees' fitness to return to work.
- 15.3.10** 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 fail to agree upon a doctor, a doctor will be selected by the Mendo-Lake Medical Society 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.

**15.3.11** Any bargaining unit member who has been a Classified employee of another school district for a period of one calendar year or more who terminates such employment for reasons other than action initiated by the employer for cause and who accepts employment with this District within one year of such termination shall have transferred with that Classified employee to this District the total amount of earned leave of absence for illness or injury to which that bargaining unit member is entitled. The Classified employee must initiate this transfer request within six months of employment with the District. The District may not require bargaining unit members to waive any part or all benefits to which those bargaining unit members may be entitled to have transferred in accordance with this section.

**15.3.12** Bargaining unit members who take time off during the work day for medical or dental appointments shall utilize sick leave, vacation time, or compensatory time previously accrued.

#### **15.4 Extended Sick Leave**

**15.4.1** Each year permanent Classified employees will be credited with 100 working days of 50% paid sick leave which will be used when accrued sick leave is depleted. Extended Sick Leave will be used in days only.

A. The total extended sick leave, sick leave, or any other paid or unpaid leaves used by an employee, for any reason, may not exceed one year unless approved by the Superintendent/President on a case-by-case basis.

**15.4.2** The bargaining unit member shall be required to submit an attending physician's verification of illness in order to receive extended illness or injury leave benefits. The District may



request documents re-verifying medical status every six (6) months.

**15.4.3** No absence under leave provisions of this Article shall be considered as a break in service. All benefits accruing under the provisions of this Agreement shall continue to accrue during such absence.

**15.4.4** Extended medical leave may only be used for personal illness or injury.

## **15.5 Military Leave**

**15.5.1** Employees as part of the Classified service are entitled to regular compensation when absent from work due to attendance under orders for National Guard duty as summer encampments or for the performance of special civil defense drills conducted by the California Disaster Office. Compensation for such leave should be limited to 30 calendar days in any one fiscal year. "Ordered" service is defined as written command from headquarters which cannot be disregarded without serious consequences to the individual named in the duty orders. A copy of such order duly endorsed by the military authority involved must be provided to Human Resources.

## **15.6 Maternity Leave**

**15.6.1** Classified female employees of the District shall be entitled to take a temporary, unpaid leave of absence from duty for a period not to exceed six (6) months when such leave occurs within six (6) weeks before or up to four and one-half (4.5) months after the birth of the employee's child. To qualify for this leave, the employee must provide the District with a statement from the attending physician verifying the pregnancy of the employee and the anticipated delivery date. If the leave is for a period subsequent to the birth, a statement

from the physician or a birth certificate verifying the date of birth is sufficient.

- 15.6.2** Any period of actual physical disability connected with a disability caused, or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, shall be treated as any other physical disability and any accrued sick leave 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 written statement from the employee's physician provided, however, that the District may, at its option and expense, obtain other medical opinion.
- 15.6.3** Complications arising from pregnancy shall be treated in the same manner as other absences for illness.
- 15.6.4** Leave for beyond the period of actual physical disability may be granted. No compensation, sick leave, or employee benefits will be granted.
- 15.6.5** 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/or the Superintendent/President or designee.

## **15.7 Parental Leave**

- 15.7.1** Parental leave may be taken by a Classified Staff who is eligible for California Family Rights Act (CFRA) Leave; for the purpose of bonding after the birth of an employee's child or the adoption of a child by employee or placement of foster child with an employee.
- 15.7.2** Term of leave period may not exceed twelve (12) work weeks. Compensation is subject to employee's sick leave balance and eligibility for CFRA .

- a. Sick leave may be used for full pay during bonding period. Should an employee exhaust all available sick leave, the rate of pay will continue at 50% of regular rate through the end of the twelve (12) week period.

**15.7.3** Parental Leave is calculated independently of Pregnancy Leave provisions defined in Article 15.6

**15.7.4** Parental Leave must be taken within the first year of birth or placement.

**15.7.5** Under CFRA, parents with the same employer (inclusive of those in different bargaining units) may take a combined total of twelve (12) workweeks within a 12-month period.

## **15.8 Industrial Accident and Illness Leave**

**15.8.1** Employees shall be allowed up to ninety (90) working days leave in any year for the same accident.

**15.8.2** Allowable leave shall not accumulate from year to year.

**15.8.3** Industrial accident or illness leave will commence on the first day of absence.

**15.8.4** 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.

**15.8.5** Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under workers' compensation.

**15.8.6** When an industrial accident or illness occurs at a time when the full 90 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 or illness occurred, for the same illness or injury.

- 15.8.7** 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 worker's compensation, the person shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensating time, vacation or other available leave which, when added to the workers' compensation award, provides for a full day's wage or salary. Education Code 88192.
- 15.8.8** During all paid leave of absence, under this section, whether industrial accident leave, sick leave, vacation, compensated time off or other available leave provided by law or the action of a governing board, the employee shall endorse to the District wage loss benefit checks received under the workers' compensation laws of this state. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section. Education Code 88192.
- 15.8.9** 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 re-employment 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 re-employment 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.

## **15.9 Personal Necessity Leave**

**15.9.1** 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.

A. Sick leave use will be reported in hours, in increments no smaller than .5.

**15.9.2** Personal necessity is defined as any of the following:

**15.9.2.1** Serious illness of an immediate family member or death of an immediate family member when additional leave is required beyond that provided in Section 15.1.1 of this Agreement. Immediate family is the mother, father, grandmother, grandfather, son, son-in-law, daughter, daughter-in-law, brother, sister, or grandchild of the employee or the spouse/registered domestic partner of the employee, or any relative living in the household of the employee.

**15.9.2.2** Accident involving the person or property of the employee or of a member of his/her immediate family.

**15.9.2.3** Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

**15.9.2.4** Such other reasons which may be considered necessary by the District.

**15.9.3** Advance permission shall not be required for leave taken pursuant to 15.9.2.1 or 15.9.2.2, but the employee must provide his/her immediate supervisor with the reason for the

absence by telephone within 24 hours of the beginning of the leave period.

**15.9.3.1** Death or serious illness of a member of his/her immediate family.

**15.9.3.2** Serious accident involving his/her person or property, or the person or property of a member of his/her immediate family.

**15.9.4** The seven (7) day limit may be waived by the District under extenuating circumstances such as the death or catastrophic illness or injury of the employee's spouse, parent, or child.

**15.9.5** Three (3) days per year of personal necessity leave may be used due to reasons of a personal nature. The employee may maintain confidentiality by declining to state the nature of the Personal Leave request. Advance notice to the supervisor is required, except in emergencies. In the event of an emergency, the employee will notify the supervisor that he/she will be taking personal necessity leave.

## **15.10 Leave Without Pay**

**15.10.1** Classified employees may be granted a personal leave without pay or benefits by the Board of Trustees for the reasons listed below. The request will be submitted to the employee's supervisor and proceed along administrative channels for approval. Only those requests for leave which have the support of the Superintendent/President will be taken to the Board of Trustees for formal action. The Superintendent/President may approve leaves for 20 days or less (or equivalent hours). Requests for leave must be made no less than sixty (60) days prior to the onset of the leave period.

**15.10.1.1** Education – academic advancement of study:  
Requests for leave for educational purposes may be granted if they demonstrate a relationship to the Classified employee's duties and responsibilities and/or other career opportunities in the District.

**15.10.1.2** Personal reasons:  
Requests for leaves for personal reasons will be reviewed on a case-by-case basis and a decision concerning each request will be made taking into consideration the best interests of the District and the Classified employee. A leave of absence to accept employment with another organization will only be considered when there is a mutual benefit to the District and the Classified employee.

**15.10.2** Classified employees on personal leave must notify Human Resources in writing 30 days prior to the end of the leave of his/her intentions of returning to work.

**15.10.3** Classified employees on personal leave for one semester or more must notify Human Resources in writing forty-five (45) days prior to the end of the leave if he or she intends to return to work.

**15.10.4** If the Classified employee fails to provide the required notice, he or she will not be guaranteed an assignment at the end of the leave period.

## **15.11 Catastrophic Leave**

**15.11.1** Catastrophic Leave is a paid leave of absence due to a catastrophic illness or injury of the Classified employee or the Classified employee's spouse, parent, or child.

**15.11.2** Catastrophic illness or injury is defined as one which is expected to incapacitate the Classified employee, spouse,

parent, or child for an extended period of time. Medical certification defining the expected duration and relationship to the employee will be required to defined the Catastrophic Leave.

- 15.11.3** Classified employees who have successfully completed two thousand, eighty (2,080) hours or one (1) year in paid status and have exhausted all accrued sick leave, vacation leave, and compensatory time shall be eligible for Catastrophic Leave.
- 15.11.4** Requests for catastrophic leave may be made by or on behalf of the Classified employee to the Director of Human Resources who will approve all requests pursuant to the terms of this Article. (in addition to the maintenance of 15.11.12)
- 15.11.5** Requests for catastrophic donations shall be made by the Director of Human Resources through a district-wide notice.
- 15.11.6** Classified employees may donate accrued vacation or compensatory leave, in increments of whole hours, to a specific eligible Classified employee or to the bank defined in 15.11.12.
- 15.11.7** Classified employees must have a vacation leave balance of at least forty (40) hours after donating vacation leave. Classified employees may donate all of their accrued compensatory time.
- 15.11.8** Catastrophic Leave may initially be approved up to a maximum of 175 donated hours, or equal to one month of Classified employee's current assignment; whichever is less. If the catastrophic illness or injury continues, an additional 175 hours, or equal to one month of the Classified employee's current assignment, whichever is less, may be approved.
- 15.11.9** Human Resources shall adjust all Classified employee leave balances for the donation and use of Catastrophic Leave. All



time donated shall be credited on an hour-for-hour basis regardless of pay differentials between donating Classified employee and recipient.

- 15.11.10** Catastrophic leave shall not be used in conjunction with Workers' Compensation Leave.
- 15.11.11** While a Classified employee is on Catastrophic Leave, using donated hours, the Classified employee shall not accrue any vacation or sick leave.
- 15.11.12** Human Resources shall maintain a bank of donated, non-specific catastrophic leave donations; should a Classified Employee elect to donate in the absence of a current or direct need.

## **15.12 Family Care and Medical Leave**

- 15.12.1** Eligibility and Reasons for Leave:  
An employee employed by the District for at least 12 months who has worked full-time (or 1250 hours) during the 12 months immediately prior to the date the leave would begin will be granted an unpaid leave of absence for the following reasons:
  - 15.12.1.1** Birth of a child or to care for a newborn child of the employee or the placement of a child with the employee in connection with the adoption or foster care of a child, within one year of the event.
    - A. "Child" is a biological, adopted, or foster child, a step-child, child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis who is under 18 years of age or an adult dependent child.

**15.12.1.2** Serious health condition of an employee which prevents him/her from performing the essential functions of the job OR of a family member which requires care by the employee.

A. "Serious health condition" is an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential health care facility or continuing treatment or continuing supervision by a health care provider.

B. "Family member" is the employee's child, spouse, registered domestic partner, child of a registered domestic partner, or biological, foster or adoptive parent, step-parent, legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.

**15.12.2** Amount of Leave:

An eligible employee will be granted up to 12 work weeks of family and medical care leave within 12 months from when leave began.

**15.12.2.1** If both parents are employed by the District and entitled to this leave, the combined number of workweeks is limited to 12 if leave is taken for the birth, placement, adoption or foster care of the employee's child.

**15.12.3** Intermittent or Reduced Leave Schedule Basis:

Family and Medical Leave may be used on an intermittent or reduced leave schedule basis.

**15.12.4**

**Request for Leave and Medical Certification:**

An employee must submit a written request to use leave to the Supervisor and Human Resources. When the need is foreseeable, at least 30 days advance notice must be provided. If leave is due to a planned medical treatment, the employee should make a reasonable effort to schedule it at a time least disruptive to the department.

**15.12.4.1**

For leave to care for a child, spouse, or parent with a serious health condition, certification from the health care provider is also required which includes the date the condition began, the probable duration, and the estimated time needed to provide care.

**15.12.4.2**

For leave due to employee's serious health condition, certification from the health care provider is also required which includes the date the condition commenced, the probable duration, and a statement that the employee is unable to perform the functions of his/her job.

**15.12.4.3**

If the District has reason to question the validity of a medical certification for an employee's health condition, the District may require a medical opinion of a second health care provider selected by the District, at the District's expense. If the second opinion is different from the first, the District may require the opinion of a third provider jointly selected by the District and the employee, at the District's expense. The opinion of the third provider will be binding.

**15.12.5**

**Benefits While on Leave:**

During the leave period, the employee is entitled to all benefits under the same conditions that apply to any other unpaid

leave, except that health benefit coverage will be continued as if the employee had continued working.

**15.12.6** Reinstatement Upon Return from Leave:

An employee on leave due to his/her own serious health condition must provide a certification from the health care provider verifying that the employee is medically able to return to work and perform the essential functions of the job, including any work restrictions that might be needed.

**15.12.6.1** An employee who returns to work immediately following the expiration of an approved Family Care and Medical Leave will be reinstated to the position held when the leave began or to a comparable position. (There is no duty to reinstate if a position is eliminated during the leave and the District would have laid off the employee if working.)

**15.12.6.2** Family Care and Medical Leave shall not constitute a break in service for the purpose of longevity or seniority.

## ARTICLE 16 – GRIEVANCE PROCEDURE

Purpose: To provide an orderly procedure for reviewing and resolving grievances promptly.

### 16.1 Definitions

#### 16.1.1 Grievance:

A formal written allegation by a grievant that the grievant has been adversely affected by a violation of a specific article, section or provision of this Agreement.

**16.1.1.1** “Grievance” is a claimed violation, misinterpretation or inequitable application of a specific provision of this Agreement and allegation that the District has violated or has misapplied a specific provision(s) of this Agreement.

- A. A grievance may be initiated by any member(s) of the bargaining unit who has been directly adversely affected by a misapplication or violation of this Agreement. The Union Representative may co-sponsor any grievance and thereby become a party to the grievance.
- B. If any unit member feels that there is an alleged violation of any District policy and/or procedure on employment, he/she must grieve in accordance with the procedures set forth in the applicable policy and/or procedure.
- C. This shall not apply to a grievance related to disciplinary process.

**16.1.2** Day: A day (for purposes of this Grievance Article) is any day in which the Mendocino-Lake Community College District is open for business.

**16.1.3** Immediate Supervisor: The immediate supervisor is lowest level management or supervisory person who has been designated to hear grievances and who has immediate supervision over the grievant.

## **16.2 Time Limits**

**16.2.1** Time limits for appeal provided at each level shall begin the day following receipt of written decisions by the appropriate District representative. If the District fails to act within any time limit set forth in this Article, the grievance shall proceed automatically to the next step. Failure of the grieving party(s) to proceed within any time limit set forth in this Article shall constitute a waiver of the grievance. Time limits may be extended in writing by mutual agreement between the District and the Union.

## **16.3 Other Provisions**

**16.3.1** Member Rights: Nothing within this procedure shall be construed to limit the right of a unit member to informally discuss any employment problem with the immediate supervisor or designated management person.

**16.3.2** The grievant may be represented by a designee of the Union at any step of this Grievance Procedure. Neither the Board nor its representatives shall meet with any person acting as the representative of any employee group other than the Union on matters subject to this Grievance Procedure. District shall submit to the Union copies of any formal written grievance two (2) days after its filing.

**16.3.3**      Grievance Processing – Limits:

Any grievance or alleged grievance which occurs during the period between the termination date of this Agreement and the effective date of a new agreement shall be processed under this Grievance Procedure. Any grievance which arose prior to the effective date of this Agreement shall not be processed under this procedure. Any grievance or alleged grievance which occurred or is alleged to have occurred and which the employee knew or should have known more than 15 days prior to notification of Level I with the immediate supervisor shall not be processed by the District.

**16.4 Procedural Steps**

It is the expressed intent of the District and the Union that grievances be resolved expeditiously at the lowest level. Assistant Superintendent/Vice President of Administrative Services, or designee, may act as a resource person to provide information requested at any level of the grievance procedure. The Human Resources (HR) Director shall be copied on all grievance correspondence.

**Informal**

Within 15 days of the time an employee knew or reasonably should have known of the act or omission which gave rise to the grievance, the grievant must request to informally discuss the problem with the immediate supervisor or designated management person. A meeting will be convened as soon as possible with the appropriate supervisor.

**16.4.1**      **LEVEL 1**

If the grievant is not satisfied with the decision at the Informal Level, within ten (10) days of the informal meeting, the grievant must present such grievance in writing on the appropriate form to the first level supervisor. The “Level One Grievance” shall consist of a clear and concise statement of the problem, the specific provision of the Agreement involved, and the specific remedy sought. The parties shall meet at a mutually convenient time in an effort to resolve the grievance. Extensions may be granted to accommodate such meetings upon request. At such meeting, either party may request the

presence of relevant witness(es) including, but not limited to, supervisory/management team personnel. The District shall communicate a written decision within ten (10) days of the meeting.

**16.4.2**

**LEVEL II:**

If the grievant is not satisfied with the decision at Level I, within ten (10) days after receipt of the response, the grievant may appeal the decision on the appropriate form to the Director of Human Resources for submission to the next step – “Level II Grievance.” Should either party request a conference, the Director of HR, grievant and/or Union representative shall meet at a mutually convenient time in an effort to resolve the grievance. Extensions may be granted to accommodate such meetings. The appropriate manager may also participate in this meeting, if deemed necessary by the HR Director. At such meeting, either party may request the presence of relevant witness(es) including, but not limited to, supervisory/management team personnel. The HR Director shall communicate, in writing, a decision within ten (10) days of receipt of the grievance or the date of the meeting.

**16.4.3**

**LEVEL III:**

If the grievant is not satisfied with the decision at Level II, the parties will request the assistance of a mediator from the State Mediation and Conciliation Service in an attempt to resolve the “Level III” grievance. The mediator shall have no authority to resolve the grievance except by agreement of the District and the Union. In the event the grievance is not resolved, neither stipulations, admissions, settlement proposals, nor concessions agreed to or offered during mediation shall be admissible at a subsequent hearing.

**16.4.4**

**LEVEL IV – Advisory Arbitration**

If the grievant is not satisfied with the decision at Level III, the parties will request the assistance of a mediator from the State Mediation and Conciliation Service in an attempt to resolve the



“Level III” grievance. The mediator shall have no authority to resolve the grievance except by agreement of the District and the Union. In the event that grievance is not resolved, neither stipulations, admissions, settlement proposals nor concessions agreed to or offered during mediation shall be admissible at a subsequent hearing.

**16.4.5**      **LEVEL V – Non-binding Arbitration**

- A. In the event that the grievant is not satisfied with the decision at Level IV, SEIU on behalf of the grievant, may request that the dispute be submitted to non-binding arbitration within 20 days of receipt of the decision. In the alternative, the grievant may choose to omit Arbitration and proceed to Level VI.
- B. An arbitrator shall be selected by any means mutually agreeable to the parties, or absent mutual agreement, from a list of five (5) arbitrators obtained via joint request to the American Arbitration Association. The arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by the District.
- C. The Arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement.
- D. The cost of employing the arbitrator and court reporter shall be split by the parties. All other costs such as, but not limited to, attorney’s fees and witness fees shall be borne only by the party incurring that cost. Unit members of the District called to testify at a hearing by either party shall do so on work time when the arbitration is held during the employee’s regularly scheduled work day.

**16.5.5**      **LEVEL VI – Board of Trustees**

### With Advisory Arbitration

- A. The Board shall consider the arbitrator's decision in public or closed session at its discretion at its next regular meeting, after receipt, provided a minimum of seven (7) days elapse from receipt until the Board meeting.
- B. The Board may implement the recommendations, may not implement, may meet the Union to discuss other alternatives, or may take other actions at its sole discretion.
- C. The Board shall, within ten (10) days thereafter, submit its decision, in writing, to the Union.
- D. The decision rendered shall be final as to the District. The Union reserves its full legal remedies including recourse to court action.

### Without Advisory Arbitration

- A. The Board shall consider the appeal in public or closed session, at the grievant's discretion, at its next regular meeting after receipt, provided a minimum of 15 days elapse until the Board meeting.
- B. The Board may consider the appeal based solely upon the written record, or may request the grievant to attend such session for a hearing on the matter.
- C. The Board shall, within 15 days after the hearing, submit its decision, in writing, to the grievant.
- D. The decision rendered shall be final as to the District. The grievant reserves his/her full legal remedies including recourse to court action.

## **ARTICLE 17 – CALENDAR**

- 17.1** Classified staff shall have representation in the institutional process which develops the recommended annual Mendocino College academic calendar.

## **ARTICLE 18 – SAFETY**

- 18.1** The District shall maintain a safety program as required by the Illness and Injury Prevention Act of the State of California.
- 18.2** Two to four Classified employees, including two from Facility Services, shall serve on the Safety Committee.

## **ARTICLE 19 – VACANCIES**

- 19.1** Employee job announcements shall be announced via email and posted for at least five days on the college website. Temporary openings will be announced via email.
  
- 19.2** Employees may apply for a vacancy pursuant to the District’s selection procedure. Following the filing deadline date, Human Resources will notify employees in a timely manner of selection or non-selection for an interview.

## ARTICLE 20 – PROFESSIONAL DEVELOPMENT

### **20.1** Definition of Professional Development:

Professional Development is defined as a program which encourages Classified employees to broaden their education and/or improve job-related knowledge, skills, and abilities through District sponsored activities and academic coursework.

### **20.2** District Sponsored Professional Development Activities:

Professional development opportunities shall be provided for classified staff. A unit member may attend District sponsored workshops, conferences, and specialized training sessions relevant to the unit member's specific job responsibilities during working hours upon approval of the immediate supervisor at no cost to the unit member.

The Classified Senate is authorized to plan and utilize funds from the professional development allocation designated for Classified Community College Employees from the California Community College Chancellor's Office for training and education opportunities for staff. The Senate will plan and allocate the funds in consultation with the District administration.

### **20.3** Academic Coursework:

**20.3.1** Each fiscal year \$7,000 shall be set aside in a professional development fund for use by individual unit members for academic coursework.

**20.3.2** Individual non-probationary employees may apply to Human Resources for a portion of these funds, not to exceed \$350 per semester, for reimbursement of tuition fees and required books. Requests for reimbursement must be submitted no later than Jun 10.

Reimbursements will be made at the end of the fiscal year. Should the total requests for reimbursement exceed \$7,000,

reimbursements will be prorated based on the total amount requested and the limits set forth herein. Courses must be taken from an accredited institution and be of benefit to the District and employee by being:

- A. A course which has a clear relationship to improving the employee's knowledge, skills, or abilities in his/her current position; or
- B. A course at Mendocino College; or
- C. A course clearly related to preparation for movement to another position within the District for which the employee has a reasonable expectation of advancement.

#### **20.4 Classes During Working Hours**

**20.4.1** Classified employees may adjust their daily work schedule to accommodate the hours of a course in which they are enrolled, with approval of the supervisor.

**20.4.2** Classified employees may take a course during work hours and have it count as work hours, if such supports the assigned work duties. Written approval of the immediate supervisor, intervening supervisors, and the applicable Vice President must be secured in advance and included in the Classified employee's personnel file. Eligible classes are defined as having synchronous class meetings during working hours.

#### **20.5 Professional Development Leave**

**20.5.1** Purpose:  
Professional Development Leave provides the opportunity for staff to improve individual effectiveness by undertaking formal course work, independent study, work experience, a project or other program of study or research directly related to their job responsibilities.

**20.5.2** Number of Leaves and Duration:

A maximum of one leave not to exceed three months may be granted per year.

**20.5.3**     Eligibility:

A leave may be granted to a permanent Classified employee who has been employed at least six consecutive years preceding the effective date of the leave.

**20.5.4**     Application Process:

- A. By December 15<sup>th</sup> of the year preceding the proposed leave period, submit a written request to the supervisor which includes the dates of the proposed leave; the purpose of the leave; the project or plan of study; how it will improve individual job effectiveness; and any other information which will clarify the leave purpose and a signed Professional Development Leave Agreement.
- B. The supervisor will review the leave proposal and attach a written statement including benefits to the District and a plan regarding how the employee's work will be covered during the leave period, including any costs for replacement staffing, and forward it to the respective Vice President.
- C. The Vice Presidents and Superintendent/President will consider the information and the Superintendent/President will determine whether or not to recommend the leave to the Board of Trustees at the March meeting.

**20.5.5**     Salary and Benefits While on Leave:

Salary while on leave will be paid as follows: 90% for a leave of one month or less; 80% for a leave more than one month but less than two months; 70% for a leave of two months or more but not more than three months. Health benefits while on leave will be maintained as if the employee were working her/his regular assignment. When receiving less than the regular salary amount, retirement service credit may decrease.



Vacation and sick leave accruals will not change. This leave will not constitute a break in service for purposes of salary placement or seniority. The employee may not perform other duties for compensation at the District during the leave period except under extenuating circumstances as determined by the District.

## **ARTICLE 21 – HEALTH FEES**

- 21.1** The District will waive health fees for Classified employees and dependents participating in the District’s health benefit plan who enroll in classes at Mendocino College.

## **ARTICLE 22 – DISCIPLINARY ACTION**

- 22.1** This article does not supersede the article on Probationary Employees included in this contract.
- 22.2** Permanent employees shall not be disciplined or discharged except for reasonable cause as prescribed herein or in the Education Code of the State of California.
- 22.3** The District and Union agree to the general principles of progressive discipline. However, the disciplinary action taken will in each case depend on the severity of the rule or regulation that has been violated as well as whether or not the same or a similar violation has previously occurred.
- 22.4** Disciplinary Action is defined as any action whereby a Classified employee is demoted, suspended, involuntarily transferred in lieu of other disciplinary action, or dismissed, excluding a layoff for lack of work or lack of funds.
- 22.5** Reasonable cause is defined as the grounds for disciplinary action, or offenses, enumerated in the law or in this article.
- 22.6** Disciplinary action shall not be taken for any cause which arose prior to the employee becoming permanent, nor for any cause which arose more than two years preceding the filing of the notice of cause, unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.
- 22.7** Employees are subject to disciplinary action for any of the following causes:
  - 22.7.1** Unauthorized or excessive absence from work.
  - 22.7.2** Abuse of sick leave.
  - 22.7.3** Possession and use of controlled substances on the job, or reporting for work while under the influence of controlled

substances. Possession and proper use of drugs prescribed by a licensed physician are not prohibited.

- 22.7.4** Discourteous, offensive, or abusive conduct or language toward other employees, pupils or the public when on duty.
- 22.7.5** Dishonesty.
- 22.7.6** Drinking alcoholic beverages on the job, or reporting for work while under the influence of alcohol.
- 22.7.7** Willfully falsifying any information supplied to the District on application forms, employment records, or any other District records.
- 22.7.8** Incompetence or inefficiency in the performance of duties.
- 22.7.9** Insubordination (including, but not limited to, refusal to do assigned work or follow lawful directives).
- 22.7.10** Repeated unexcused absence or tardiness.
- 22.7.11** Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty or a conviction following a plea of nolo contendere to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the means of this section.
- 22.7.12** Abandonment of position.
- 22.7.13** Carelessness or negligence in the performance of duty or in the care of or use of District property.
- 22.7.14** Conduct unbecoming an employee of the District which brings discredit to the College and or its staff and students.

- 22.7.15** Conduct which may render the employee unable to adequately perform his/her assigned duties.
- 22.7.16** Conduct of personal business for personal gain while on work assignment.
- 22.7.17** Political activity during paid working hours which is prohibited for public employees by State and Federal law.
- 22.7.18** Refusal to take and subscribe any oath or affirmation which is required by law in connection with employment.
- 22.7.19** Disorderly or immoral conduct.
- 22.7.20** Willful or persistent violation of the Education Code or Title 5 regulations of the State of California, or of any provision of this Agreement.
- 22.7.21** Incapacity due to mental or physical disability (to the extent permitted by law).

## **22.8 Procedures for Disciplinary Action**

- 22.8.1** The Governing Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.
- 22.8.2** A notice of disciplinary action shall be served upon the employee in the form of a written document by certified mail or by personal delivery.
- 22.8.3** The document shall include:
  - A. The proposed discipline;
  - B. A clear and concise statement of the acts and omissions upon which the proposed discipline is based;

- C. A statement of the cause(s) for the action;
- D. Rules/regulations of the Board which may have been violated;
- E. The employee's right to an appeal hearing, and the time within which such hearing may be requested which shall not be less than 15 calendar days after service of the notice to the employee; and
- F. A card or paper, the signing and filing of which constitutes a request for a hearing and a denial of all charges; failure to request a hearing within the time limit stated on the document constitutes a waiver of the right to a hearing.

**22.8.4** Pre-Disciplinary Conference

- A. The purpose of the Pre-disciplinary Conference is to review the Notice of Intended Discipline and allow the unit member to respond to each charge and incident.
- B. The conference shall be an informal meeting. The conference may be tape recorded. The conference shall be conducted on the date stated on the original Notice of Intended Discipline provided to the unit member, unless a change is mutually agreed to by the administrator conducting the pre-disciplinary conference and the unit member. During the conference the unit member may be represented by a person of their choice.
- C. After the conclusion of the conference, the administrator conducting the pre-disciplinary conference will make a determination of the appropriateness of the recommended disciplinary action and the charges and incidents upon which such disciplinary action is recommended. The District will retain the taped copy of the conference for possible

reference, and a copy shall be made available to the unit member upon request. The District will determine which administrator will conduct the pre-disciplinary conference. This administrator will be impartial and unbiased.

D. The administrator conducting the pre-disciplinary conference may accept, modify, or reject the Notice of Intended Discipline prior to forwarding his/her/their recommendation to the Board of Trustees.

**22.8.5** Unit Member Status Pending Decision by Governing Board: With the exception of a unit member placed on short-term suspension or administrative leave, the recommended disciplinary action shall not take effect until the Governing Board takes action. The unit member against whom disciplinary action has been recommended shall remain on active duty status and shall be responsible for fulfilling the duties of the position pending a decision by the Board unless otherwise stated in these rules.

**22.8.6** Governing Board:  
The Board retains the right to accept, modify, or reject any portion of the Notice of Intended Discipline. The Board may ask for further evidence or information prior to mailing its decision. Finally, the Board may accept the recommendation of the district administration, take action in closed session, and report that action.

**22.8.7** Hearing:  
A. The hearing shall be conducted by a licensed arbitrator. An arbitrator shall be selected from a list of arbitrators obtained via a joint request to the State Mediation and Conciliation Service, or the American Arbitration Association. The arbitrator shall be selected from the list by

the parties alternately striking names with the first strike determined by chance.

- B. The decision and award of the arbitrator shall be made solely upon the evidence and arguments presented to the arbitrator by the respective parties. Offers and concessions for settlement made prior to the hearing shall not be admissible in arbitration.
- C. The decision of the arbitrator shall be advisory. The Board of Trustees shall act to accept or reject the arbitrator's decision within 45 days of receipt of the decision. The decision of the Board shall be in writing, and include a finding of facts and justification for the decision. The decision of the Board shall be final. An employee not satisfied with the final decision of the Board may resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to her/him.
- D. The hearing shall be scheduled within 30 days following selection of an arbitrator, or as soon as possible thereafter.
- E. The cost of employing the arbitrator and court reporter shall be borne equally by the Union and the District. All other costs such as, but not limited to, attorney's fees, witness fees, and transcript fees shall be borne only by the party incurring the cost. Employees of the District called to testify at a hearing by either party shall do so on work time if said testimony coincides with the employee's regular work schedule.

**22.8.8** The final notice of disciplinary action to be imposed shall be given to the employee in writing by certified mail or personal delivery.



**22.9** The parties may mutually agree to alternative methods of resolving disciplinary matters, including but not limited to mediation and informal hearings prior to submitting a disciplinary matter to arbitration.

**22.10** Disciplinary actions shall be governed solely by the provisions of this article and shall not be subject to the Grievance Procedure except as related to protected activities as described in the article on Protected Union Activity included in this contract.

## **ARTICLE 23 – CLASSIFICATION/RECLASSIFICATION**

### **23.1 New Job Classification**

**23.1.1** The District and the Union shall negotiate a wage rate for new job classifications within the unit. If mutual agreement is not reached within 30 days, the District may proceed to fill the position. Once the wage rate is established, it shall be retroactive to the hire date of the affected employee.

### **23.2 Reclassification Review Procedure**

**23.2.1** A "reclassification" is the upgrading of a position to a higher classification as a result of a change in responsibilities performed by the employee in such position. This procedure determines if the employee is working outside of the existing classification, and if so, whether the position will be reclassified or the responsibilities adjusted to conform to the existing classification. The Superintendent/President has the authority to adjust the responsibilities of a Classified employee to conform to the existing classification at any time. Prior to taking any action, the District will consult with the Mendocino-Lake Community College Classified Bargaining Unit, SEIU Local 1021.

**23.2.2** The reclassification review procedure may be initiated by a Classified employee or immediate supervisor when an employee completes his/her portion of the reclassification review form (Exhibit E) and forwards it to the immediate supervisor by February 1st.

**23.2.3** The District reserves the right to implement this procedure at any time to meet the staffing and organizational needs of the District; i.e., reorganization.

- 23.2.4** The immediate supervisor will have ten (10) working days to complete the supervisor's section of the reclassification review form (Exhibit E) and forward it through administrative channels to the Vice President of Academic Affairs, Vice President of Student Services, Assistant Superintendent/Vice President of Administrative Services, or Superintendent/President if a department reports to her/him. The Vice President will have ten (10) working days to complete the comment section of the reclassification review form. The Vice President will forward the form to the Director of Human Resources by April 1st.
- 23.2.5** The Director of Human Resources will review the reclassification review form (Exhibit E) and request additional information as needed until it is complete.
- 23.2.6** By April 30th, or as soon thereafter as possible, the information will be forwarded to a consultant for review and a recommendation.
- 23.2.7** When the recommendation is received, the Director of Human Resources will notify the negotiations committee of the recommendation.
- 23.2.8** By May 30th, or as soon thereafter as possible, the Director of Human Resources will notify the employee, immediate supervisor, appropriate administrators, and the Superintendent/President of the recommendation.
- 23.2.9** The employee and/or immediate supervisor may put an appeal in writing to the Director of Human Resources indicating the reasons why the recommendation should be reconsidered. This appeal must be delivered to the Director of Human Resources within 15 working days of the notification provided in 23.2.8.
- A. The Director of Human Resources will review the appeal, request additional information as needed until it is

complete, and forward the appeal to a consultant for a final recommendation.

- 23.2.10** The Superintendent/President will determine if a recommendation for reclassification will be made to the Governing Board.
- 23.2.11** The Governing Board will approve all reclassifications.
- 23.2.12** For compensation purposes:

  - A. Reclassifications will be effective on July 1st following initiation of the reclassification review. In the case of a District-initiated review, however, the effective date will be upon approval of the Governing Board, but not longer than five months from the initiation date of the reclassification review.
  - B. Reclassifications will be implemented pursuant to the salary article of this contract.
- 23.2.13** A position may not be considered for reclassification until two years have passed since the previous reclassification effective date, unless District initiated by the Director of Human Resources.

## **TIMELINE**

<b>PRIOR TO FEBRUARY 1</b>	Reclassification review forms are available from Human Resources
<b>FEBRUARY 1 FORWARD</b>	The employee completes a reclassification review form and forwards it to the immediate supervisor for review, comment, and signature.
<b>APRIL 1</b>	Completed reclassification review forms are submitted to the Director of Human Resources by the applicable Vice President or the Superintendent/President.
<b>APRIL</b>	The Director of Human Resources reviews the written information, requests any additional information needed, and when complete, forwards it to the consultant.
<b>MAY</b>	The Director of Human Resources received the consultant's recommendation, reviews it for completeness, and announces the recommendation.
<b>JUNE</b>	The appeals process is followed if requested and the Superintendent/President makes a final determination concerning the reclassification.
<b>JULY</b>	The Superintendent/President presents a recommendation for any reclassifications to the Governing Board.

## ARTICLE 24 – LAYOFF PROCEDURES

### 24.1 Definitions

- 24.1.1** "Layoff" is an involuntary reduction in months per year or hours per week or separation of employment due to lack of work or lack of funds.
- 24.1.2** "Voluntary layoff" is when a Classified employee volunteers for a reduction in months per year or hours per week, transfer, or reassignment in lieu of layoff.
- 24.1.3** "Seniority" is the number of hours in paid status in a classification, plus equal or higher classifications, excluding overtime hours. A Classified employee who is promoted, reassigned, transferred, or reclassified to another classification shall retain his/her seniority in the former classification. Seniority in the new classification will begin accumulating on the date of the promotion, reassignment, or reclassification.
- 24.1.4** For the purpose of layoff STNC employees shall not be retained in preference to permanent employees. For the purpose of reemployment rights STNC employees shall not be reemployed in preference to permanent employees.

### 24.2 Applications

- 24.2.1** Human Resources will maintain a seniority list.
- 24.2.2** The Classified employee with the least seniority in the affected classification, plus seniority accrued from serving in an equal or higher classification, will be laid off first.
- 24.2.3** In the event of a tie, first preference will be given to the employee with the earliest hire date as a Classified employee.

Should a tie still exist, the employees will draw lots to determine preference.

**24.2.4** Classified employees to be laid off may exercise bumping rights in their classification or any lower classification in which they served and hold seniority greater than an incumbent. The Classified employee bumped shall be the one with (1) equivalent or fewer average weekly assigned hours, and (2) the least seniority in the class plus equal or higher classes. A Classified employee displaced from her/his classification as a result of being bumped may exercise any bumping rights to which he/she is entitled.

Example:

<u>Employee</u>	<u>Hours in Class Plus Equal or Higher Classes</u>	<u>Current Average Weekly Assigned Hours</u>
A	1,000	40
B	900	19
C	800	30
D	750	40
E	700	40
F	600	40
G	500	19

If position A is eliminated, Employee A bumps Employee F. Employee F, who is displaced by Employee A, may then bump Employee G. Employee G would have no bumping rights.

**24.2.5** A Classified employee will maintain seniority to a job he/she previously held which was subsequently reclassified, provided minimum qualifications can still be met, the majority of duties remained the same, and the Classified employee can reasonably be expected to become proficient in the new job duties within six weeks of the job.

**24.2.6** If a Classified employee accepts a position in a lower classification in lieu of layoff, he/she will be placed on a step which is nearest to, but not higher than, the salary he/she was earning in the former classification.

### **24.3 Notice**

**24.3.1** A written notice of layoff shall be given to the affected Classified employee no later than 60 days prior to the effective date of the layoff. The notice shall contain:

- A. The employee's bumping rights, if any;
- B. The employee's reemployment rights; and
- C. The employee's right to discuss the layoff with the Director of Human Resources.

**24.3.2** Notice may be waived in the event of an actual and existing financial inability to pay salaries of Classified employees.

### **24.4 Reemployment Rights**

**24.4.1** The names of Classified employees laid off shall be placed on a reemployment list in the reverse order of layoff for 39 months from the date of layoff. Classified employees who select voluntary transfer, reassignment or reduction in months or hours in lieu of layoff shall be placed on the reemployment list for an additional 24 months.

**24.4.2** Reemployment shall be in the reverse order of layoff.

**24.4.3** Individuals will be sent a written offer of reemployment and will have ten (10) working days from the date of the offer in which to accept it.

**24.4.4** An individual on the reemployment list may decline two (2) offers of reemployment in her/his former classification. Thereafter, such individual must notify the District in writing of her/his desire to be reactivated on the reemployment list.



## **24.5 Retirement in Lieu of Layoff**

**24.5.1** A Classified employee may elect to retire in lieu of layoff. Within ten (10) working days prior to the effective date of the proposed layoff, the Classified employee must submit a copy of a completed retirement form to Human Resources.

**24.5.2** A Classified employee who elects Retirement in Lieu of Layoff shall be placed on the reemployment list. If the Classified employee declines one (1) offer of reemployment in her/his former classification, he/she will be considered permanently retired from the District.

## **24.6 Miscellaneous**

**24.6.1** The District will notify the Mendocino-Lake Community College Classified Bargaining Unit, SEIU Local 1021, prior to any notice of layoffs being given.

**24.6.2** The District will provide Mendocino-Lake Community College Classified Bargaining Unit, SEIU Local 1021, with a current seniority list at such time as any layoff is initiated.

**24.6.3** The decision to lay off employees is not subject to grievance.

**24.6.4** Classified employees reinstated after layoff shall be reinstated with all rights to which they were entitled at the time of layoff, pursuant to the then current labor agreement.

## **ARTICLE 25 – SEPARABILITY AND SAVINGS**

- 25.1** If any provision of this Agreement or any application of this Agreement to any unit member or group of unit members is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provisions shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.
- 25.2** Parties agree to meet within ten (10) work days for the purpose of determining and negotiating replacement provision(s) for any such provision held invalid.

## ARTICLE 26 – COMPLETION OF AGREEMENT

- 26.1** This Agreement shall constitute the full and complete commitment between both parties. This Agreement may be altered, changed, added to, deleted from, or modified, only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- 26.2** Except as otherwise provided in this Agreement, the District and the Union expressly waive and relinquish the right to bargain collectively on any matter:
- 26.2.1** Whether or not specifically referred to or covered in this Agreement;
  - 26.2.2** Even though not within the knowledge or contemplation of either party at the time of negotiations; and
  - 26.2.3** Even though during negotiations the matters were proposed and later withdrawn.
- 26.3** Such waiver does not preclude bargaining collectively for subsequent, new collective bargaining agreements during the term of this Agreement.

## ARTICLE 27 – DURATION

- 27.1** This contract shall have effect from July 1, 2021, and shall remain in force until June 30, 2024. Each party may re-open negotiations under the following articles: Article 6- Salary (Salary); Article 7 (Health and Welfare Benefits); and an additional two (2) articles each year.
- 27.2** The Union shall submit its initial proposal on reopened articles on or before September 15th of the preceding fiscal year. The District shall present its response at a meeting of the Board of Trustees on or before November 15th and negotiations shall commence within ten (10) days of the sunshining of the District's response.

Should the Union not submit an initial proposal as specified above, the District may submit an initial proposal on reopened articles on or before November 15th and the Union shall submit its response within 30 days of the presentation of the District's proposal. Negotiations shall then commence within 10 days of the sunshining of the Union's response.

The date for submittal of an initial proposal, a response, or commencement of negotiations may be changed by mutual agreement of the Union and the District.

Should neither the Union nor the District elect to submit an initial proposal as outlined above, the contract shall not be reopened for the subject fiscal year without the mutual consent of the parties.

- 27.3** The parties understand and agree that in executing this Agreement they are both intending to be bound in its provisions. The District, the Union and each unit member shall comply with all its terms and shall fully perform all obligations under this Agreement during the term of this Agreement.
- 27.4** Notwithstanding the provisions of this Article, if affected by a PERB Board decision, new legislation, final court decisions or if by mutual agreement of the parties, the parties shall meet and negotiate on appropriate topics.

## **ARTICLE 28 – EMERITUS STATUS**

- 28.1** Classified employees who have served the District for fifteen years as a permanent employee shall be issued an identification card by the Classified association indicating emeritus status and access to the Fitness Lab, Library, Learning Center, Computer Lab, health screening, flex activities, and other such privileges consistent with those available to current employees.

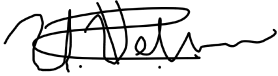
## **ARTICLE 29 – PROTECTED UNION ACTIVITY**

- 29.1** Unit members will not be discriminated against for exercising their right to engage in protected activities under the Government Code of the State of California.

**ARTICLE 30 – COMPLETION OF MEET AND NEGOTIATE**

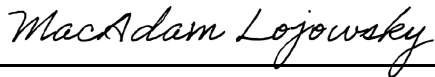
The undersigned, as representative of the Mendocino-Lake Community College District and the Mendocino-Lake Community College Classified Bargaining Unit, SEIU Local 1021, do hereby agree that the Collective Bargaining Agreement between the District and the Mendocino-Lake Community College Classified Bargaining Unit, SEIU Local 1021, currently in effect is hereby revised according to the provisions included in the Tentative Agreements adopted by the Board of Trustees on September 8, 2021.

**FOR THE DISTRICT:**



---

Ulises Velasco, VP of Student Services



---

MacAdam Lojowsky, Director of Facilities



---

Nicole Marin, Director of Human Resources

**FOR THE UNION**



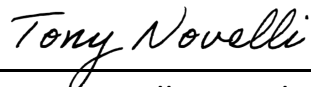
---

Lois O'Rourke, President Mendocino-Lake Community College Classified Bargaining



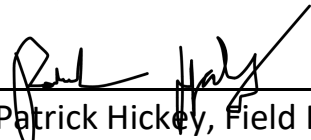
---

Beronica Leon, Mendocino-Lake Community College Classified Bargaining Unit



---

Tony Novelli, Mendocino-Lake Community College Classified Bargaining Unit



---

Patrick Hickey, Field Representative, SEIU Local 1021

## EXHIBIT A

### MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT 2021/2022 Classified Salary Schedule

Effective September 1, 2021

Classification	Range	Step 1 Hourly	Step 1	Step 2	Step 3	Step 4	Step 5
Programmer/Analyst, Sr.	41	\$33.67	\$5,836	\$6,128	\$6,465	\$6,852	\$7,298
Network Administrator	41						
Athletic Trainer	31	\$26.30	\$4,559	\$4,787	\$5,050	\$5,353	\$5,701
Data Analyst	31						
EOPS/CARE Coordinator	31						
Financial Aid Coordinator	31						
Marketing & Community Relations Specialist	30	\$25.66	\$4,448	\$4,670	\$4,927	\$5,223	\$5,562
Nursing Program Support Specialist II	29	\$25.03	\$4,339	\$4,556	\$4,807	\$5,095	\$5,426
Assistive Technology/Alternate Media Technician	28	\$24.42	\$4,233	\$4,445	\$4,690	\$4,971	\$5,294
Computer Support Technician	28						
Energy Management Controls Specialist	28						
Foundation Marketing/Program Specialist	28						
Instructional Technology Specialist	28						
Accounting Technician	27	\$23.83	\$4,130	\$4,337	\$4,575	\$4,850	\$5,165
Admissions and Records Technician	27						
Budget & Grants Technician	27						
Curriculum Technician	27						
Financial Aid Technician	27						
Human Resources Technician	27						
Instruction Schedule Technician	27						
Nursing Program Support Technician	27						
Theatre Technician/College Media Technician	27						
Agricultural Technician	26	\$23.25	\$4,029	\$4,231	\$4,464	\$4,731	\$5,039
Laboratory Technician	26						



<b>Classification</b>	<b>Range</b>	<b>Step 1 Hourly</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Fine Woodworking Technician	26						
Student Equity and Achievement Specialist	26						
Maintenance Technician	26						
Accounting Specialist	25	\$22.68	\$3,931	\$4,128	\$4,355	\$4,616	\$4,916
Administrative Assistant II	25						
Admissions and Records Specialist	25						
Athletics Program Specialist	25						
CalWORKS Specialist	25						
Career Center Specialist	25						
Center Assistant	25						
EOPS/CARE Specialist	25						
Human Resources Specialist	25						
Library Specialist	25						
Child Development Specialist	24	\$22.13	\$3,835	\$4,027	\$4,249	\$4,503	\$4,796
Program Outreach Specialist	24						
HEP/MLACE Assistant	24						
Instructional Assistant-Ceramics	24						
Administrative Assistant I	23	\$21.59	\$3,742	\$3,929	\$4,145	\$4,394	\$4,679
FYI/CAMP Administrative Assistant	23						
HSI Program Assistant	23						
Learning Center Assistant	23						
Library Assistant	22	\$21.06	\$3,650	\$3,833	\$4,044	\$4,286	\$4,565
Office Services Assistant	22						
Groundskeeper	21	\$20.55	\$3,561	\$3,739	\$3,945	\$4,182	\$4,454
Painter/Utility Worker	21						
Security/Utility Worker	21						
Facilities Specialist	21						
Food Service Worker	19	\$19.56	\$3,390	\$3,559	\$3,755	\$3,980	\$4,239
Custodian	15	\$17.72	\$3,071	\$3,225	\$3,402	\$3,606	\$3,840

Longevity Pay: Additional \$150/month upon completion of 9, 14, 19, 24, 29 and 34 years with the District.

Shift Differential: Swing shift \$.74/hour; night shift \$1.10/hour; split shift \$.74/hour

## EXHIBIT B

### MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT 2021/22 Short-Term Non-Continuing (STNC) Salary Schedule

Effective August 20, 2021

<b>Classification</b>	<b>Hourly Rate</b>
Agriculture Aide I	\$14.54
Agriculture Aide II	\$15.05
Agriculture Aide III	\$15.61
Assistant Teacher	\$14.54
CDV Associate Teacher I	\$15.61
CDV Associate Teacher II	\$16.42
CDV Associate Teacher III	\$16.93
CDV Associate Teacher IV	\$17.75
Custodian	\$16.62
Gallery Technician	\$19.89
Groundskeeper	\$19.26
Instructional Aide	\$16.32
Office Assistant	\$14.54
Program Assistant	\$16.32
Program Specialist	\$21.68
Recycle Worker	\$14.54
Security/Utility Worker	\$19.26
Test Proctor	\$16.58

**EXHIBIT C**

**MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT  
Statement of Grievance – MLCCCBU/SEIU LOCAL 1021**

**Employee Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Date of Alleged Grievance:** \_\_\_\_\_

Specific Articles and Section numbers of contract alleged to have been violated:

---

---

Employee’s statement of alleged violation; provide facts to support position:

---

---

---

---

---

---

---

---

State the action, in your opinion, that will resolve this alleged grievance:

---

---

---

---

---

---

---

---

**LEVEL I: SUPERVISOR/DESIGNEE - Attach a written response to alleged grievance.**

Date of Receipt: Verbal \_\_\_\_\_ Written \_\_\_\_\_  
Date of Response: \_\_\_\_\_  
Grievance Resolved: \_\_\_\_\_ Unresolved: \_\_\_\_\_  
Date Appealed to Level II: \_\_\_\_\_

**LEVEL II: DEAN/DESIGNEE - Attach a written response to alleged grievance.**

Date of Receipt: \_\_\_\_\_  
Date of Response: \_\_\_\_\_  
Grievance Resolved: \_\_\_\_\_ Unresolved: \_\_\_\_\_  
Date Appealed to Level III: \_\_\_\_\_

**LEVEL III: SUPERINTENDENT/PRESIDENT - Attach a written response to alleged grievance.**

Date of Receipt: \_\_\_\_\_  
Date of Response: \_\_\_\_\_  
Grievance Resolved: \_\_\_\_\_ Unresolved: \_\_\_\_\_

***Written Notice for Advisory Arbitration  
must be made within five (5) days to the Superintendent/President***

Date of Notice: \_\_\_\_\_

**LEVEL IV: ADVISORY ARBITRATION - Attach a copy of recommendation.**

Date of Hearing: \_\_\_\_\_  
Date of Response: \_\_\_\_\_

**LEVEL V: BOARD OF TRUSTEES – Attach a copy of the decision.**

Date of Receipt of Arbitrator’s Decision: \_\_\_\_\_  
Date of Board Meeting: \_\_\_\_\_  
Date of Decision: \_\_\_\_\_

**EXHIBIT D**

## EXHIBIT D

### **MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT CLASSIFIED PERFORMANCE EVALUATION REPORT**

#### PURPOSE

The purpose of this report is to provide the supervisor and employee with an opportunity to formally discuss job performance, including strengths and areas where improvement may be needed.

It is a supervisor's responsibility to discuss job performance in terms of the employee's job description and expected results. In doing so, each employee should feel successful and proud of his or her strengths and accomplishments, but also be aware of areas where performance needs improvement.

The employee will refer to the criteria included in the Classified Performance Evaluation Report and prepare a written self-assessment of his/her effectiveness in each of the evaluation categories: Knowledge, Accuracy, Thoroughness, Accepts Responsibility, Plans and Organizes, Amount of Work Accomplished, Meets Deadlines, Employee/Student/Public Contacts, Safety Practices/Operation-Care of Equipment, and Attendance. Address both strengths and areas where professional development may be needed. Additionally, include progress toward or achievement of objectives previously set for the evaluation period. Forward the self-evaluation to the immediate supervisor.

Supervisor and employee shall jointly develop goals and objectives for the coming evaluation period, including areas of desired professional development.

When completing the evaluation, the supervisor should note what has been achieved by the staff member during the evaluation period and how it has benefited the employee, the department, and the college.

Any comments about job performance improvement should not come as a surprise to the employee. Such things should be addressed as they arise and not "saved" for the evaluation. The employee should be encouraged to participate in the solution to any area where improvement might be needed, because commitment to change is essential for successful improvement in job performance.

By the end of the evaluation meeting, the employee should have a clear understanding and agreement of what is expected within the next evaluation period.

For assistance in completing an evaluation, the supervisor should contact the Director of Human Resources.

## INSTRUCTIONS

1. The supervisor and employee shall meet to discuss the evaluation process. Goals and objectives for the coming evaluation period will be developed and be included in the Classified Performance Evaluation Report. Supervisor will also answer any questions employee may have about completing his/her self-evaluation.
2. For each area in the Classified Performance Evaluation Report, refer to the job description (Duties, Knowledge, Abilities) and address the employee's ability to meet each area as related to the job.
3. Assign a rating of 1-4 for each standard, as explained on the evaluation report form.
4. Complete the second page of the evaluation report form as indicated.
5. Prior to finalizing the Report, meet with the next-level supervisor to review the employee's performance evaluation.
6. Discuss the evaluation with the employee; the goals and objectives for the coming evaluation period, including areas of desired professional development.
7. Discuss with the employee any specific plans for improving performance in areas which need to be strengthened.
8. The supervisor and employee then sign and date the form. A recommendation regarding permanency must be included if it is a probationary evaluation.
9. Forward the evaluation report to the next level supervisor and Vice President for signature.
10. Forward the original to Human Resources for inclusion in the employee's personnel file.
11. The employee may wish to respond to the Performance Evaluation Report. If the employee responds, the next-level supervisor will provide a written response within 30 working days from receipt of the response by Human Resources.

**MENDOCINO COLLEGE**

**CLASSIFIED PERFORMANCE EVALUATION REPORT**

Check One: Probationary\_\_\_\_ Permanent\_\_\_\_ Unscheduled\_\_\_\_

Employee Name:

Position:

Evaluation Period - From: \_\_\_\_\_ To: \_\_\_\_\_

Evaluation Ratings:

- |                          |   |
|--------------------------|---|
| (1) Exceeds Expectations |   |
| (2) MEETS STANDARD       | Performance meets expectations.         |
| (3) IMPROVEMENT NEEDED   | Performance does not meet expectations. |
| (4) UNACCEPTABLE         | Performance is inadequate.              |

**QUANTITY/QUALITY OF WORK PERFORMED**

**Rating #:**

**Knowledge:**

**Accuracy:**

**Thoroughness:**

**Accepts Responsibility:**

**Plans and Organizes:**

**Amount of Work Accomplished:**

**Meets Deadlines:**

**Employee/Student/Public Contacts:**

**OTHER**

**Safety Practices/Operation-Care of Equipment:**

**Attendance:**

**Observance of work schedule:**

**Physical capacity to perform required work duties:**

1. In general terms, explain the ratings given, include any commendations.
2. Address in detail areas rated Improvement Needed or Unacceptable.
3. Comment on progress achieved in attaining objectives previously set.
4. List objectives for the coming evaluation period. Include specific plans for strengthening areas rated Improvement Needed or Unacceptable

**PROBATIONARY EVALUATION:** Permanent status of employee \_\_\_ is \_\_\_ is not recommended.

I have read this report and have discussed it with my supervisor. I understand that my signature does not necessarily indicate agreement with the statements herein.

I wish to exercise my option to attach written comments (due within 30 working days of the evaluation meeting).                      Yes                      No

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

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

\_\_\_\_\_  
Next Supervisor                      Date

\_\_\_\_\_  
Vice-President                      Date

-----  
**EMPLOYEE'S COMMENTS**



## EXHIBIT E

### Mendocino Lake Community College District Request for Reclassification

A "reclassification" is the upgrading of a position to a higher classification as a result of change in responsibilities performed by the employee in such position. This procedure determines if the employee is working outside of the existing classification, and if so, whether the position will be reclassified or the responsibilities adjusted to conform to the existing classification. The Superintendent/President has the authority to adjust the responsibilities of a Classified employee to conform to the existing classification at any time. Prior to taking any action, the District will consult with the Mendocino-Lake Community College Classified Bargaining Unit, SEIU Local 1021.

The reclassification review procedure may be initiated by a Classified employee or immediate supervisor when an employee completes his/her portion of the reclassification review form and forwards it to the immediate supervisor by **February 1st**.

This form is to assist in determining if your position should be reclassified. Please answer all questions thoroughly; the more detailed and specific you are, the better the evaluators can understand the reason for your request. You may give examples and attach additional pages.

Please note:

- Positions are reclassified – not the employee
- Classification does not consider the capabilities of the individual or his/her efficiency
- Classification does not resolve performance problems
- Classification does not consider the amount of work performed.

In evaluating the information collected, evaluators will use a "whole job analysis" approach. With this approach, current duties and responsibilities are analyzed taking the following factors into consideration:

- Expertise required of the specific job
- Decision-making
- Supervision (received and exercised)
- Contacts
- Working conditions

These factors will be examined to determine whether or not a change in job classification or salary is justified.

In conducting a classification review, potential outcomes include:

- a change in classification to either a new or another existing classification;
- a change in salary with or without a change in job reclassification (salary realignment);
- or no change in either salary or job reclassification.

In order to justify a change, it is important that there be a material change in the type of duties assigned and/or the level associated with the assigned duties. An increase in the volume of work is not considered a justification, since this is ultimately a staffing issue; nor is individual job performance a consideration, since jobs are classified based on operational needs regardless of who holds the position. Further, jobs may change as a result of reorganization or redistribution of work assignments, or because of changing technology requiring the use of new and/or different tools. However, this does not necessarily mean that a change in classification is justified if the level of difficulty, complexity, and responsibility has not increased.

# Mendocino Lake Community College District Request for Reclassification

## I. Identifying Information

Name: \_\_\_\_\_  
Last Name First Name Middle Initial

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

Current Classification Title: \_\_\_\_\_

Length of Time in Current Position: \_\_\_\_\_  
Years Months

Previous Title with Organization: \_\_\_\_\_  
Title Length of time (Years/Months)

Total Length of Time with Organization: \_\_\_\_\_  
Years Months

Assigned Hours/Week: \_\_\_\_\_; from \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm

Assigned Days/Week: \_\_\_\_\_;

Monday  Tuesday  Wednesday  Thursday  Friday  Saturday  Sunday

Work Location:

Ukiah Main Campus  Lakeport Center  Coast Center  North County Center

Name of Immediate Supervisor: \_\_\_\_\_ Phone number ( \_\_\_\_ ) \_\_\_\_ - \_\_\_\_

## II. History of Reclassification Requests

What was the last date you applied for reclassification? \_\_\_\_\_

What was your title at the time of your last reclassification request? \_\_\_\_\_

What was the outcome of your request for reclassification? \_\_\_\_\_

## III. Nature of Request

Is there an existing job title that you think more appropriately reflects your responsibilities?  Yes  No

If yes, what is the existing class title: \_\_\_\_\_

If no, do you have a suggested title: \_\_\_\_\_

Do you propose a change to the range of your position?      Yes                  No

If yes, what range do you propose: \_\_\_\_\_

#### **IV. Rationale for Reclassification**

Please state the rationale for your request for reclassification (specifically, what has changed and how has this increased the level of responsibility of your job).

#### **V. Purpose of your Position**

Describing your job as you would to someone not familiar with your work, briefly summarize the overall purpose of your position, as you understand it, and the key result that the job is expected to achieve.

#### **VI. Important and Essential Duties**

Listing the most important duties first, describe the major duties performed by your position. A duty is an activity performed to achieve the purpose or objectives of the job. A duty is a significant part of a function area and consists of the performance of one or more tasks. Start each duty statement with a verb such as prepare, maintain, calculate, collect, compile, clean, repair, or other similar action word. Respond based on actual job duties and responsibilities. Describe the job responsibilities/duties as they exist now. In other words, tell us what you are actually doing in the job – this may or may not differ from what your current job description states. Be objective and accurate. Try not to understate or inflate the job. Base your responses on the typical duties and responsibilities of the job under normal conditions, not under unusual circumstances or temporary assignments.

In the right hand columns, please identify the following:

**Date added or changed:** If a duty has not always been part of your position, please identify the date that the duty was added to your position or that the duty significantly changed. You do not have to complete the Date added or changed column for duties that have always been part of your position.

**Frequency:** Please indicate how often you perform each duty.

Important and Essential Duties		Date Added or Changed	Frequency
1			<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-annually <input type="checkbox"/> Yearly
2			<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-annually <input type="checkbox"/> Yearly
3			<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-annually <input type="checkbox"/> Yearly
4			<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-annually <input type="checkbox"/> Yearly
5			<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-annually <input type="checkbox"/> Yearly
6			<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-annually <input type="checkbox"/> Yearly
7			<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-annually <input type="checkbox"/> Yearly
8			<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-annually <input type="checkbox"/> Yearly
9			<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-annually <input type="checkbox"/> Yearly
10			<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-annually <input type="checkbox"/> Yearly
11			<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-annually <input type="checkbox"/> Yearly
12			<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-annually <input type="checkbox"/> Yearly
13			<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-annually <input type="checkbox"/> Yearly

**VII. Job Related Qualifications**

Job Related Qualifications: Please list the knowledge, skills, and abilities that are:

1. Necessary for the successful performance.
2. Cannot be learned in a brief training or orientation session (1 week or less).
3. Required by the job, not ones you have acquired on the job.

Please list the knowledge, skills, and abilities that are essential for the position being described. The knowledge, skills, and abilities listed under this section should be linked with the essential duty statements.

Essential Knowledge, Skills, and Abilities Statements		Duties from Section VI (Please indicate the duties from section VI by number)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

**VIII. Education and Experience**

Please review your current class specification. Do you believe you need additional/different training and/or education in order to perform your job as it currently exists?  Yes  No

If yes, please explain:

What additional education and/or training are required?
Why is it necessary?
When and where did you obtain the additional training and/or education?

**IX. Technical and Functional Supervision Exercised**

Technical and Functional Supervision (Lead Worker) – This type of supervision is exercised by positions that are responsible for prescribing procedures, methods, materials, and formats used in recurring projects of particular area(s) of work including training other employees. In addition, technical and functional supervision is exercised by employees who are also responsible for recurring work projects or activities involving other employees to whom they give direction and guidance including lead supervision for a project or set of work activities. Employees exercising technical and functional supervision may also have responsibility for assigning, scheduling, coordinating, organizing, and directing work activities.

Do you exercise technical and functional supervision over any employees?  Yes  No

If yes, Which better describes your responsibilities:  Regular Lead  Project Lead

Please list the names and classification/job titles of the employees whom you supervise:

Employee Name	Classification/Job Title

Please indicate the nature of group supervised and the number supervised:

Full-time	Part-time	Seasonal/Temp	Volunteer

**X. Miscellaneous Comments**

Please provide any miscellaneous comments that may help clarify the duties and responsibilities of your position and/or the nature of your reclassification request. Please include any specific issues associated with your job that you do not feel were adequately captures on this form.

**XI. Forms and Documents Required**

The following material must be included in order for the reclassification packet to be complete:

- Completed Request for Reclassification
- Organization chart(s) for your work unit or division (found on OneDrive – HR-Information-Org Charts)
- Copy of current Class Specification/Job Description (may be requested from HR)
- Copy of the proposed new or revised Class Specification/Job Description or the existing Class Specification/Job Description for the classification you believe your position should be reclassified to.

Please sign and date the completed questionnaire, make a copy for your files, and forward to your immediate supervisor.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Type or Print Name: \_\_\_\_\_



**Mendocino Lake Community College District  
Request for Reclassification  
Supervisor Review**

**XII. Immediate Supervisor Review**

DIRECTIONS: Please complete your review and forward the employee's questionnaire and your review to the appropriate next level manager **within 10 days**. You may wish to retain a copy of this document for your records.

Name of Employee Requesting Reclassification \_\_\_\_\_

Employee's Current Job Title \_\_\_\_\_

Please review the information submitted by the employee and answer the following questions:

Do you believe the current job title is appropriate for this position?  Yes  No

Is the position classified properly in relation to other positions?  Yes  No

If no to either of the above questions, explain and suggest an appropriate job title:

Is the suggested job title currently used in the District? If yes, is it used District-wide or is it unique to this location/campus:

If known, list the name(s), class title(s), and location/campus of other employees performing the same duties or performing the functions described herein at the same level:

Employee Name	Class/Job Title	Location/Campus

Do you as the immediate supervisor concur with the employee's statements made in this document?  Yes  No

Are there any positions of the Employee portion of the questionnaire that you wish to comment on or clarify?

Who previously performed any new duties the employee identified?

Did you as the supervisor/manager of this position assign the new or expanded duties to the employee or has the employee taken on the duties independently?

What is the primary function or purpose of this job in relation to the mission, goals, and objective of the assigned work unit and department?

Please provide any additional comments or remarks you may have:

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

Type or Print Name \_\_\_\_\_ Telephone Number (\_\_\_\_) \_\_\_\_\_

**Mendocino Lake Community College District  
Request for Reclassification  
Management Review**

**XIII. Management Review (VP Level or above)**

Please review the information provided by the employee as well as the employee's supervisor, indicate whether or not you support the request, and provide any additional comments or remarks you may have. Please complete your review and forward the entire document (employee's Request for Reclassification and Supervisor's Review) to Human Resources by April 1. You may wish to retain a copy of this document for your records.

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

Type or Print Name \_\_\_\_\_ Telephone Number (\_\_\_\_) \_\_\_\_\_

Per CBA 23.2.4

The immediate supervisor will have ten (10) working days to complete the supervisor's section of the reclassification review form and forward it through administrative channels to the Vice President of Academic Affairs, Vice President of Student Services, Assistant Superintendent/Vice President of Administrative Services, or Superintendent/President if a department reports to her/him. The Vice President will have ten (10) working days to complete the comment section of the reclassification review form. The Vice President will forward the form to the Director of Human Resources by April 1st.

