

Agreement Between

LOCAL 1021

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

And The

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

Stronger Together

JULY 1, 2015 – JUNE 30, 2018

WEINGARTEN RULES AND RIGHTS

A worker who is called to an interview with his or her employer which may lead to some disciplinary action is entitled to Union representation.

In NLRB v. Weingarten and its companion case ILGWU v. Quality Mfg. Co., the Supreme Court agreed with the NLRB that an employee has the right to Union representation at an investigatory interview the employee reasonably believes will result in disciplinary action.

The following rules apply when an investigatory interview occurs:

- The worker must make a clear request for Union representation before or during the interview.
- Worker's right to representation may not interfere with Employer's right to conduct an interview without undue delay (in certain circumstances.)
- The Steward has a right to consult with the worker before the interview.
- When the worker requests Union representation, the Employer has 3 options:
 1. Grant the request and delay questioning until the Union representative is available.
 2. Deny the request and end the interview.
 3. Give the worker a choice of:
 - (a) Having the interview without representation or
 - (b) Ending the interview.

It is the Steward's right and the Steward's duty to assist and counsel workers during investigatory interviews. Steward's right during investigatory interviews include:

- The right to be informed of the subject matter of the interview (i.e., the charges).
- The right to consult with the worker before the questioning begins.
- The right to speak during the interview.
- The Steward can request the Supervisor clarify a question.
- After a question is asked, the Steward can give advice on how to answer.
- When the questioning ends, the Steward can provide additional information to the Supervisor.

If Weingarten rules are complied with, stewards have no right to tell workers not to answer questions, or to give false answers.

Stewards should explain Weingarten rights to co-workers. The following statement is useful for workers who may be asked to attend an investigatory meeting:

"I request to have a Union representative present on my behalf during this meeting because I believe it may lead to disciplinary action being taken against me. If I am denied my right to have a Union representative present, I will refuse to answer accusational questions and any I believe may lead to discipline."

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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 a employees covered by this agreement. This agreement shall apply to all employees working in the classifications listed on Exhibit A.
- 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.

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.

2.4 **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 Contact:** 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/Regulations:** One (1) book of Board policies and one (1) book of administrative regulations shall be supplied to Union. 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 Union, upon request, shall be provided with materials and data available to the public. Charges for any such materials shall not exceed cost of preparation and printing. District shall provide, without cost, one (1) copy of the following items 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 Names, job titles, and compensation of all new unit members shall be provided to the Union no later than forty-five (45) days from the date of hire.

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**

2.8.1 **Negotiations:** A maximum of four (4) authorized members of the Union negotiating team shall be released from their regular 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. No paid release time shall be used or granted Union representatives for negotiations preparations.

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.

2.8.3 **Meetings:**

- 2.8.3.1 Unit members shall be released from work no More than one-and-a-half (1.5) hours per month up to five 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 three 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.

2.9 **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).

ARTICLE 3 - AGENCY SHOP

3.1 **Dues Check-Off**

3.1.1 **Payroll Deduction:** The District agrees to deduct all Union dues,

service fees, insurance premiums, and assessments from the pay of those employees who have authorized in writing that such deduction(s) be made. The amounts deducted from payroll shall be remitted promptly to the Union, or its designee.

3.1.2 **Dues Check-Off Reinstatement:** The District shall not deduct dues or service fees during periods that an employee is separated from the bargaining unit, but shall reinstate dues deduction or service fees 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 **Maintenance of Membership**

3.2.1 Union members may terminate their membership in the Union by giving written notice to the Union and District during the month of June. Employees who are members who decide to terminate their membership shall become service fee payers and the District shall continue payroll deductions for the amount of the service fee.

3.3 **Fair Share Service Fee**

3.3.1 A Fair Share Service Fee provision consistent with State law will be effective upon implementation of the 1993-94 labor agreement. Under this fair share service fee provision, union membership remains voluntary, however, if an employee decides not to join the Union the employee shall pay the service fee as provided in this article. Such service fee shall pay for the organizational services rendered by the Union. The only exception to the payment of such service fee is as follows:

Exception: The employee may execute a written declaration that he/she is a member of a bonafide religion, body, or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and pay a sum equal to the fair share

service fee to one of the negotiated non-religious, non-labor, charitable funds listed below, which is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code:

- (1) United Way for North Bay, Ukiah
- (2) Mendocino College Foundation, Inc., Ukiah
- (3) Plowshares, Ukiah

3.3.2 The amount of the service fee shall be determined in accordance with Section 32991 of the regulations of the Public Employment Relations Board and Fair Share Service Fee payors shall be notified concerning such fees (Regulation 32992) and the appeal and escrow provisions of Sections 32994, 32995, and 32996 of such regulations.

3.3.3. If the form authorizing payroll deduction (Exhibit C) is not returned to the District within thirty (30) calendar days after receipt by the employee, and the Union dues, fair share service fee, or charitable contribution required under this article are not received; the Union may enforce this fair share service fee provision through Small Claims Court. Upon receipt of a judgment in favor of the Union, the District agrees to deduct the service fee by payroll deduction as provided in this agreement.

3.3.4 In the event the employees in the bargaining unit represented by the Union vote to rescind "Fair Share Service Fee", only the provisions of Sections 3.1 and 3.2 of this Article shall apply to dues paying members of the Union.

3.4 **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.

3.5 **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.

3.6 **Indemnification and Hold Harmless**

The Union shall indemnify and hold the District harmless against all reasonable legal fees, costs, judgments, or settlements incurred in defending against any court action and/or administrative action before the Public Employment

Relations Board challenging the legality or constitutionality of the fair share service fee provision of this Agreement or their implementation.

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 shall be Step A of the Salary Schedule. With verification of five (5) years' experience in a position equivalent or similar to the District position, initial placement may be at Step B.
- 6.1.2 An employee will receive credit for one year of service on the salary schedule for each year of satisfactory service. Employees whose employment commenced before February 1 will receive an incremental step on July 1. Employees whose employment commenced February 1 or after will not receive an incremental step until July 1 of the following year.

6.2 Pay and Allowance Provisions

- 6.2.1 The regular rate for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Exhibit B.
- 6.2.2 All regular paychecks of employees in the bargaining unit shall be itemized to include all deductions.
- 6.2.3 Employees in the bargaining unit shall be paid once a month, payable on the last working day of the month. If the normal payday falls on a holiday or weekend, the paycheck shall be issued on the preceding workday. 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 Child Development Specialists who work January intersession days may do so without pay in exchange for time off, with the mutual agreement of the supervisor. 1.67 hours off shall be accrued for every hour worked. The days must be worked before the time off can be used, and the time off must be used by the end of the employee's work year.

6.5 Shift Differential

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

- 6.5.1 Employees working 75% of their hours after 3:00 p.m. shall receive a shift differential of \$.65 per hour.
- 6.5.2 Employees working 75% of their hours after 11:00 p.m. shall receive a shift differential of \$.96 per hour.
- 6.5.3 Employees working a split shift containing one (1) or more periods of unpaid time exceeding two (2) hours shall receive a shift differential of \$.65 per hour. This differential will not apply when a split shift occurs to accommodate an employee request.
- 6.5.4 Each time a COLA is implemented, the shift differential amounts will be increased by the same percentage.

6.6 Longevity Pay

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

- 6.6.1 After 9 years of continuous full-time service, \$125 per month shall be paid to the employee.
- 6.6.2 After 14 years of continuous full-time service, an additional \$125 per month shall be paid to the employee.
- 6.6.3 After 19 years of continuous full-time service, an additional \$125 per month shall be paid to the employee.
- 6.6.4 After 24 years of continuous full-time service, an additional \$125 per month shall be paid to the employee.
- 6.6.5 After 29 years of continuous full-time service, an additional \$125 per month shall be paid to the employee.
- 6.6.6 After 34 years of continuous full-time service, an additional \$125 per month shall be paid to the employee.
- 6.6.6 These amounts shall be prorated for part-time employees.

6.7 Working Out of Classification

- 6.7.1 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.

- 6.7.2** An employee 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.
- 6.7.3** Compensation will reasonably reflect the duties required to be performed for working out of class, but not less than a 5% increase, except when an 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.
- 6.7.4** If an 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. (As of 1/12/11, the 18 month restriction will begin for any employees receiving out-of-class pay at that time.)
- 6.8** Effective 7/1/00, 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.
- 6.9** 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.
- 6.10** Employees may be reimbursed up to \$200 per fiscal year for uniforms and/or boots or steel-toed shoes for unit members who, with supervisor approval, find it necessary to do so in the course of their job. This may include, but is not limited to, Security, Facilities and Grounds Departments.
- 6.11** Employees are eligible for \$5,000 per year in child care subsidy for children attending the District's Child Development Center (CDV). This will be split over two semesters effective Spring 2016.
- 6.12** The District recognizes the value of bilingual skills and wishes to look at compensation models. A study group will spend the spring studying models, levels of compensation and testing for certification of skills and report back to the negotiations teams next year (negotiating year) with a specific recommendation. Any implementation/discussion will be included in the Article 6 discussion and will NOT count towards an additional article for 16/17 openers.

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.
- 7.2 The District agrees to provide annual health screening, as prescribed by the District, for the employee and 50% of the cost for the spouse.
- 7.3 The District agrees to maintain a flexible plan, IRS Code 125, providing 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, workman's compensation coverage, and unemployment insurance as prescribed by law.
- 7.6 The District agrees to pay the premium costs for health benefits for all regular employees working .79 FTE or more. For purposes of this Article, 1.0 FTE = 12 months per year, 40 hours per week.
- 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., 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**
- a. **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. Retiree 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, per active plan specifications.

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 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.

b. Eligibility

Employed prior to 7/1/11: To participate, employees must have 15 years' service as a permanent employee of the District and be PERS or STRS retirement eligible. Should an active 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, employees must have 20 years' service as a permanent employee of the District and be 58 years old. Should an active 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.

c. Contributions

Eligible retirees who work an average FTE equal to or greater than 79% over their work history as a permanent 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 permanent employee will contribute the annual amount required of a less than 79% employee enrolled in the active plan, payable on a monthly basis.

ARTICLE 8 - TRAVEL/PERSONAL EXPENSES

- 8.1** When authorized by the District to travel, Classified 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 the unit member 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** The 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 employee's duties and responsibilities.
 - 9.1.1** When an 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 employee's concerns within 15 working days of submission.
- 9.2** Probationary employees shall be formally evaluated twice during the probationary period.
- 9.3** Permanent 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 employee's work may be part of the evaluation process.
- 9.5** Human Resources shall establish the evaluation due date.

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, 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 employees shall be set each year by the supervisor after consultation with the 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.
- 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:** An employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.

11.8 **Minimum Call-Back Time:** Any 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 The District agrees to provide all employees in the bargaining unit with the following paid holidays:

Independence Day

Labor Day

Veterans' Day

Thanksgiving Day

Friday following Thanksgiving

Christmas Eve

Christmas Day

The 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

CDV Specialists are not entitled to holiday leave, however, they will be entitled to two (2) paid days off each year, as approved by their supervisor.

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 An 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 employees in the bargaining unit.

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

12.6 **Part-time Employees**

12.6.1 Part-time 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: An employee working Monday through Friday 30 hours per week, 6 hours per day, shall be entitled to six hours per holiday (30 hours/week divided into 40 hours/week = 75% of an eight hour day = 6 hours).

EXAMPLE B: An employee working Monday through Thursday 20 hours/week, 5 hours per day, shall be entitled to four 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 employees working less than five days per week (Example B, Section 13.6.1):

Since the amount of holiday leave to which part-time 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 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 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, forty (40) hours per week employees shall be entitled to the following vacation 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** Employees working less than twelve (12) months per year and/or less than full-time (8 hours per day) shall receive a prorata vacation accrual.
- 13.3.1** Less than twelve month permanent bargaining unit 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, an employee must complete a Vacation Request for approval by the supervisor and submission to the District's payroll department.
- 13.5** Each employee who is separated from employment after completing six (6) months of continuous service with the District shall be entitled to payment in lieu of all unused vacation leave which he/she may have accumulated, under the terms of this agreement, as of his/her last day of work. In the event of a deceased employee, payment therefore shall be made to his/her estate or as otherwise provided by probate law.
- 13.6** An employee may not accumulate more vacation time than the amount which can be earned in a two (2) year period. The District shall notify, by July 30 each year, all unit members of vacation time accrued as of June 30. Vacation time accumulated by the end of the fiscal year which exceeds the amount which could be earned in a two year period must be used by the following December 31st. If the employee is specifically not permitted to take vacation time between July 1 and December 31 and this denial would result in a loss of vacation time, the employee shall be paid in cash for the days which would have been lost. The denial to the 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 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 an employee's vacation becomes due during a period when on leave due to illness or injury, the 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 an employee while on vacation becomes seriously ill, requires hospitalization, or is eligible for bereavement leave, the 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 an employee a scheduled vacation without first obtaining a review of the decision by the next higher level administrator, if requested by the employee.
- 13.12** Each fiscal year full-time employees may cash-out up to three days of accrued vacation leave per fiscal year if they have accrued twenty days of vacation leave or up to five 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 employees will be applied prorata.

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.

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 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-day period. Email is the preferred method of submitting a request.

14.1.4 If there is more than one applicant, the Department Manager, along with Human Resources, will select from among the internal applicants and will interview all internal candidates who meet the job qualification 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 transfer to a position at a higher salary level.

14.2.2 Human Resources will announce positions available for promotion for a minimum of ten 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 by the end of the ten-day period. Email is the preferred method of submitting a request.

14.2.4 If there is more than one applicant, the Department Manager, along with Human Resources, will select from among the internal applicants and will interview all internal candidates who meet the job qualification prior to making their selection.

14.2.5 Human Resources may conduct an external search, only after it is determined that no internal candidates are qualified for the opening.

14.2.6 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.

14.2.7 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 initiated by the District.

14.3.2 District may request reassignment.

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.

14.5 Notice

14.5.1 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 employees due to, and at time of, the death of a 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 and Witness Leave

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 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 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 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** An employee who has received leave of absence for jury or witness service shall be available for work during hours when the 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 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 permanent 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 permanent 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 permanent 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. 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 (1st) 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 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 employee's 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 an 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 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 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. Pay will be supplemented with any accrued vacation leave or accrued compensatory time to equal the employee's regular pay rate.

a. The total extended sick leave, sick leave, and 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.

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 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 thirty (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

Industrial Accident and Illness Leave

- 15.7.1** Employees shall be allowed up to ninety (90) working days leave in any year for the same accident.
- 15.7.2** Allowable leave shall not accumulate from year to year.
- 15.7.3** Industrial accident or illness leave will commence on the first day of absence.
- 15.7.4** Payment for wages lost on any day shall not, when added to an award granted the employee under the worker's compensation laws of this state, exceed the normal wage for the day.
- 15.7.5** Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under worker's compensation.
- 15.7.6** When an industrial accident or illness occurs at a time when the full ninety (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.
- 15.7.7** 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 worker's compensation award, provides for a full day's wage or salary. Education Code 88192.
- 15.7.8** 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 worker's 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.

15.7.9 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.

15.8 **Personal Necessity Leave**

15.8.1 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.

15.8.2 Personal necessity is defined as any of the following:

15.8.2.1 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.

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

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

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

15.8.3 Advance permission shall not be required for leave taken Pursuant to 16.8.2.1 or 16.8.2.2, 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.

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

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

15.8.4 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.

15.8.5 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.

15.9 Leave Without Pay

15.9.1 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 twenty (20) days or less (or equivalent hours).

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

15.9.1.2 **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 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 employee.

15.9.2 Employees on personal leave must notify Human Resources in writing thirty (30) days prior to the end of the leave of his/her intentions of returning to work.

15.9.3 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.

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

15.10 **Catastrophic Leave**

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

15.10.2 Catastrophic illness or injury is defined as one which is expected to incapacitate the employee, spouse, parent, or child for an extended period of time.

15.10.3 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.

15.10.4 Requests for catastrophic leave must be made by or on behalf of the employee to the Director of Human Resources who will approve all requests pursuant to the terms of this Article.

15.10.5 Requests for catastrophic donations shall be made by the Director of Human Resources through a district-wide notice.

- 15.10.6** Employees may donate accrued vacation or compensatory leave, in increments of whole hours, to a specific eligible employee.
- 15.10.7** Employees must have a vacation leave balance of at least forty (40) hours after donating vacation leave. Employees may donate all of their accrued compensatory time.
- 15.10.8** Catastrophic Leave may initially be approved up to a maximum of one hundred seventy-five donated hours, or equal to one month of employee's current assignment; whichever is less. If the catastrophic illness or injury continues, an additional one hundred seventy-five hours, or equal to one month of the employee's current assignment, whichever is less, may be approved.
- 15.10.9** Human Resources shall adjust all 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 employee and recipient.
- 15.10.10** Catastrophic leave shall not be used in conjunction with Workers' Compensation Leave.
- 15.10.11** While an employee is on Catastrophic Leave, using donated hours, the employee shall not accrue any vacation or sick leave.
- 15.10.12** The District will only accept from employees the amount of donated leave needed to fulfill 15.10.8, on a case-by-case basis.

15.11 **Family Care and Medical Leave**

15.11.1 **Eligibility and Reasons for Leave**

An employee employed by the District for at least twelve (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:

- 15.11.1.1** 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.

15.11.1.2 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 faculty member.

- 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.

15.11.2 Amount of Leave

An eligible employee will be granted up to twelve (12) workweeks of family and medical care leave within twelve (12) months from when leave began.

15.11.2.1 If both parents are employed by the District and entitled to this leave, the combined number of workweeks is limited to twelve (12) if leave is taken for the birth, placement, adoption or foster care of the faculty member's child.

15.11.3 Intermittent or Reduced Leave Schedule Basis

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

15.11.4 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 thirty (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.

- 15.11.4.1** 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.
- 15.11.4.2** 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.
- 15.11.4.3** 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.

15.11.5 **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.

15.11.6 **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.

- 15.11.6.1** 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 faculty member if working.)

- 15.11.6.2 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" as defined in this Agreement shall be brought only through this procedure.

16.1.1.2 Actions to challenge or change the policies of the District as set forth in the policies, rules and regulations, or, administrative regulations and procedures not contained within this Agreement, must be undertaken under the separate process determined by present existing policies.

16.1.2 Grievant: Any member of the bargaining unit covered by the terms of this Agreement.

16.1.3 Day: A day (for purposes of this Grievance Article) is any day on which the central administrative office of the District is regularly open for business.

16.1.4 Immediate Supervisor: The immediate supervisor is the first District-designated supervisor or manager not within the same bargaining unit who has immediate jurisdiction over the grievant.

16.2 Time Limits

16.2.1 Grievant who fails to comply with the established time limits at any step shall forfeit all rights to further application of this Grievance Procedure relative to the grievance in question.

- 16.2.2 District failure to respond within established time limits at any step entitles the grievant to proceed to the next step.
- 16.2.3 Time is of the essence in all processing of grievances.
- 16.2.4 Time limits and steps may be waived by mutual written consent of the parties.

16.3 **Other Provisions**

- 16.3.1 **Member Rights:** Nothing contained herein shall deny to any member his/her legal rights under state or federal constitutions and laws. No probationary member may use this Grievance Procedure in any way to appeal a discharge or a decision by the Board not to renew his/her contract of employment. No member shall use this Grievance Procedure to appeal any Board decision if such decision is applicable to a state or federal regulatory commission or agency, or state or federal law.
- 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 fifteen (15) days prior to notification of Level I with the immediate supervisor shall not be processed by the District.

16.4 **Procedural Steps**

- 16.4.1 **Level I**
 - 16.4.1.1 Within fifteen (15) days of the time an employee knew or should have known of the occurrence of

an alleged grievance, the employee shall notify by personal direct contact, written or verbal, the immediate supervisor or designee of the alleged grievance.

16.4.1.2 Within five (5) days following notification of the immediate supervisor or designee, the employee shall discuss with the immediate supervisor or designee the alleged grievance.

16.4.1.3 If a satisfactory resolution is not reached within two (2) days of the discussion, the grievant shall present, within two (2) days thereafter, on the "Statement of Grievance Form", attached hereto as Exhibit "D", the grievance in writing to the supervisor, or, designee.

16.4.1.4 The supervisor, or designee, shall communicate the decision to the employee in writing within ten (10) days after receiving the grievance. The grievant, supervisor, or designee, may request a personal conference within the above time limits. Any meeting shall be by mutual agreement.

16.4.2 **Level II**

16.4.2.1 In the event the grievant is not satisfied with the decision at Level I, the decision may be appealed on the appropriate approved form to the next higher manager, or his designee, within five (5) days.

16.4.2.2 In order to be processed or considered, the appeal shall include copies of the original grievance and decision rendered, and the reason of the appeal.

16.4.2.3 The next higher manager, or designee, shall communicate the decision to the grievant in writing within ten (10) days of receiving the appeal. Either the grievant, the next higher manager, or his/her designee, may request a personal conference within the above time limits. Any meeting shall be by mutual agreement.

16.4.3 **Level III**

- 16.4.3.1** If the grievant is not satisfied with the decision of Level II, he/she may appeal the decision in writing within five (5) days to the Superintendent/President or his designee.
- 16.4.3.2** The appeal shall include a copy of the original grievance and appeal with the decisions rendered, and the reasons of the appeal.
- 16.4.3.3** The Superintendent/President, or designee, shall communicate the decision in writing to the grievant within fifteen (15) days. Either the grievant, the Superintendent/President, or designee, may request a personal conference within the above time limits. Any such meeting shall be by mutual agreement.

(Advisory Arbitration is for the exclusive use of the Union. A grievant not represented by the Union shall, if not satisfied with the decision of Level III, within five (5) days, appeal the decision to the Board of Trustees.)

16.4.4 Level IV - Advisory Arbitration

- 16.4.4.1** In the event the Union is not satisfied with the decision at Level III, it shall, within five (5) days, give written notice to the Superintendent/President demanding advisory arbitration.
- 16.4.4.2** Within five (5) days of receipt of the demand, the District shall request of the State Mediation and Conciliation Service, or other sources as the parties mutually agreed upon, a list of qualified arbitrators.
- 16.4.4.3** Within five (5) days of receiving the list, the arbitrator shall be selected by the parties alternatively striking names until only one (1) name remains -- such person shall be the arbitrator.
- 16.4.4.4** It shall be the function of the arbitrator, and he/she is so empowered except as his/her powers are herein limited, to make recommended decisions in cases of alleged violations of the specific Articles and sections of this Agreement.

A. The arbitrator shall have no power to:

Add to, subtract from, disregard, alter, or modify the terms of this Agreement;

1. Establish, alter, modify, or change any salary structure;
2. Rule on:
 - a. Termination of the services of, or failure to re-employ any probationary employee;
 - b. Any matter of unit member evaluation other than failure to comply with procedures or procedural aspects;
 - c. Any claim or complaint for which there is another remedial procedure or course established by law or regulations having the effect of law.

B. The arbitrator's expenses, including any per diem fees, actual and necessary travel and subsistence expenses, and other fees and expenses shall be shared equally by the parties. Other expenses shall be borne by the party incurring them. Neither party shall be responsible for the expense of witnesses called by the other.

1. Notwithstanding the above paragraph, where an arbitrator's recommendation is in favor of the grievant, and, the Board reverses such recommendation, the District agrees to pay the full cost of the arbitrator's fees and expenses. Conversely, where an arbitrator's decision is in favor of the District and the Union appeals the affirmed decision to the courts, the Union agrees to pay full costs of the arbitrator's fees and expenses.

C. Arbitration hearings may proceed under the rules of the American Arbitration Association and with mutual agreement of the parties

hereto, under the expedited rules of the American Arbitration Association.

D. Arbitration hearings shall be conducted, wherever possible, within ten (10) days after selection; and the arbitrator shall be requested to provide recommendations, wherever possible, within ten (10) days of the hearing completion.

E. Advisory Arbitration Awards shall be in writing and furnished to each party to the hearing.

16.5.5 Level V - Board of Trustees

16.5.5.1 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 with 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.

16.5.5.2 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 fifteen (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 fifteen (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 - CLASSIFIED VACANCIES

- 19.1** Classified job announcements shall be announced via email and posted for at least five days on the college website, the bulletin boards located by Human Resources, and the main bulletin board at each college center.
- 19.2** Unit members may apply for a vacancy pursuant to the District's selection procedure. Following the filing deadline date, Human Resources will notify unit members 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.

20.3 **Academic Coursework**

20.3.1 Each fiscal year \$2,000 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 \$250 per semester, for reimbursement of tuition fees and required books. Reimbursements will be made at the end of the fiscal year. Should the total requests for reimbursement exceed \$2,000, 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:

1. a course which has a clear relationship to improving the employee's knowledge, skills, or abilities in his/her current position; or
2. a course at Mendocino College; or
3. 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 Unit members 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 Unit members 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 employee's personnel file.

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 15th 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 (Exhibit D).
- 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 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 an 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 and/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 affirmative 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 V 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 employees' right to a hearing, and the time within which such hearing may be requested which shall not be less than fifteen calendar days after service of the notice to the

employee.

- f. a notice, 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

Hearing:

- a. The hearing shall be conducted by an arbitrator. An arbitrator shall be selected by any means mutually agreeable to the parties, or absent mutual agreement, from a list of arbitrators obtained via a joint request to the State Mediation and Conciliation Service. 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 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 thirty 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 thirty 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.

22.8.5 Notice of disciplinary action to be imposed after a hearing shall be given to the employee in writing by certified mail or personal delivery.

22.9 Disciplinary actions shall be governed solely by the provisions of this article and shall not be subject to the grievance procedure.

22.10 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.

22.11 Disciplinary actions shall be governed solely by the provisions of this article 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 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 and forward it through administrative channels to the Vice-President of Education and Student Services, the 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 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 the 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 fifteen (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 the 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:

- | | |
|-----------------------|--|
| PRIOR TO FEB 1 | Reclassification review forms are available from Human Resources. |
| FEB 1 | The employee completes a reclassification review form and forwards it to the immediate supervisor for review, comment, and signature. |
| APR 1 | Completed reclassification review forms are submitted to the Director of Human Resources by the applicable Vice-President or the Superintendent/President. |
| APR | The Director of Human Resources reviews the written information, requests any additional information needed, and when complete, forwards it to the consultant. |
| MAY | The Director of Human Resources receives the consultant's recommendation, reviews it for completeness, and announces the recommendation. |
| JUN | The appeals process is followed if requested and the Superintendent/President makes a final determination concerning the reclassification. |
| JUL | 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 an 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. An 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.

24.2 Applications

- 24.2.1** Human Resources will maintain a seniority list.
- 24.2.2** The 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** 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 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. An 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 An 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 employee can reasonably be expected to become proficient in the new job duties within six weeks of the job.

24.2.6 If an 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 employee no later than sixty (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.

26.3.2 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 employees laid off shall be placed on a reemployment list in the reverse order of layoff for thirty-nine (39) months from the date of layoff. 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 twenty-four (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** An employee may elect to retire in lieu of layoff. Within ten (10) working days prior to the effective date of the proposed layoff, the employee must submit a copy of a completed retirement form to Human Resources.
- 24.5.2** An employee who elects Retirement in Lieu of Layoff shall be placed on the reemployment list. If the 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** 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;

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, 2015, and shall remain in force until June 30, 2018. Each party may reopen negotiations under Article 6 (Salary), Article 7 (Health and Welfare Benefits), Article 27 (Duration), and an additional three (3) articles each year.

27.2 The Union shall submit its initial proposal on reopened articles on or before March 15th of the preceding fiscal year. The District shall present its response at a meeting of the Board of Trustees on or before April 15th and negotiations shall commence within 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 April 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 or 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.

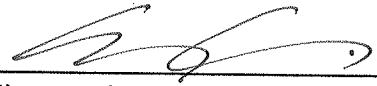
ARTICLE 30 - COMPLETION OF MEET AND NEGOTIATE

The undersigned, as representatives 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 agreement adopted by the Board of Trustees on January 13, 2016.

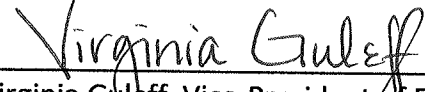
FOR THE DISTRICT:



Sabrina Meyer, Director of Human Resources




Eileen Cichocki, Vice-President of Administrative Services

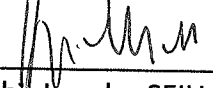


Virginia Guleff, Vice-President of Education/Student Services

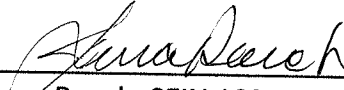
FOR THE UNION:




Anna Daugherty, SEIU 1021 Chapter President



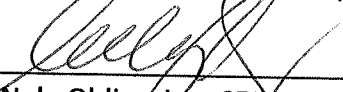
John Loucks, SEIU 1021 Vice-President




Jana Rauch, SEIU 1021 Negotiator



Maria Peluso, Field Representative
SEIU Local 1021-North Bay Schools



Nely Obligacion, SEIU Local 1021
Education Field Director, K-14 and Higher Education



John Stead-Mendez, Executive Director, SEIU Local 1021

MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT
2015-16 Classified Salary Schedule
(Effective July 1, 2015)

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Programmer/Analyst, Sr.	41	\$5,128	\$5,385	\$5,681	\$6,021	\$6,414
Telecommunications Technician	41					
Athletic Trainer	31	\$4,006	\$4,205	\$4,437	\$4,703	\$5,009
Financial Aid Coordinator	31					
Graphic Designer	30	\$3,908	\$4,102	\$4,329	\$4,588	\$4,886
Alternative Media Technician/Assistive Technology	28	\$3,720	\$3,906	\$4,121	\$4,368	\$4,651
Computer Support Technician	28					
Foundation Marketing/Program Specialist	28					
Instructional Technology Specialist	28					
Admissions and Records Technician	27	\$3,629	\$3,811	\$4,020	\$4,261	\$4,538
Budget and Grants Technician	27					
Curriculum Technician	27					
Financial Aid Technician	27					
Human Resources Technician	27					
Instruction Schedule Technician	27					
Media Technician	27					
Theatre Production Technician	27					
Agricultural Technician	26	\$3,540	\$3,717	\$3,922	\$4,157	\$4,428
Laboratory Technician	26					
Maintenance Technician	26					
Accounting Specialist	25	\$3,455	\$3,628	\$3,828	\$4,057	\$4,321
Administrative Assistant II	25					
Admissions and Records Specialist	25					
Athletics Program Specialist	25					
CalWORKS Specialist	25					
Career and Transfer Center Specialist	25					
EOPS/CARE Specialist	25					
Human Resources Specialist	25					
Library Specialist	25					
Nursing Program Support Specialist	25					
Child Development Specialist	24	\$3,370	\$3,539	\$3,734	\$3,958	\$4,216
Instructional Assistant-Ceramics	24					
Learning Center Assistant	24					
Administrative Assistant I	23	\$3,289	\$3,453	\$3,643	\$3,861	\$4,113
Center Assistant	23					
Library Assistant	22	\$3,207	\$3,367	\$3,552	\$3,766	\$4,012
Office Services Assistant	22					
Special Populations Outreach Specialist	22					
Groundskeeper	21	\$3,128	\$3,286	\$3,465	\$3,673	\$3,913
Painter/Utility Worker	21					
Security/Utility Worker	21					
Food Service Worker	19	\$2,979	\$3,127	\$3,299	\$3,497	\$3,725
Custodian	15	\$2,699	\$2,834	\$2,989	\$3,168	\$3,374

Longevity Pay: Additional \$125/mo upon completion of 9, 14, 19, 24, 29 & 34 years of service with the District

Shift Differential: Swing shift \$.65/hour; night shift \$.96/hour, split shift \$.65/hour

EXHIBIT B**MONTHLY SALARY BY RANGE, 7/1/15**

Range	Step 1	Step 2	Step 3	Step 4	Step 5
15	\$2,699	\$2,834	\$2,989	\$3,169	\$3,375
16	\$2,766	\$2,904	\$3,064	\$3,248	\$3,459
17	\$2,835	\$2,977	\$3,141	\$3,329	\$3,546
18	\$2,906	\$3,051	\$3,219	\$3,412	\$3,634
19	\$2,979	\$3,128	\$3,300	\$3,498	\$3,725
20	\$3,053	\$3,206	\$3,382	\$3,585	\$3,818
21	\$3,130	\$3,286	\$3,467	\$3,675	\$3,914
22	\$3,208	\$3,368	\$3,553	\$3,767	\$4,011
23	\$3,288	\$3,452	\$3,642	\$3,861	\$4,112
24	\$3,370	\$3,539	\$3,733	\$3,957	\$4,215
25	\$3,454	\$3,627	\$3,827	\$4,056	\$4,320
26	\$3,541	\$3,718	\$3,922	\$4,158	\$4,428
27	\$3,629	\$3,811	\$4,020	\$4,262	\$4,539
28	\$3,720	\$3,906	\$4,121	\$4,368	\$4,652
29	\$3,813	\$4,004	\$4,224	\$4,477	\$4,768
30	\$3,908	\$4,104	\$4,330	\$4,589	\$4,888
31	\$4,006	\$4,206	\$4,438	\$4,704	\$5,010
32	\$4,106	\$4,312	\$4,549	\$4,822	\$5,135
33	\$4,209	\$4,419	\$4,662	\$4,942	\$5,263
34	\$4,314	\$4,530	\$4,779	\$5,066	\$5,395
35	\$4,422	\$4,643	\$4,898	\$5,192	\$5,530
36	\$4,533	\$4,759	\$5,021	\$5,322	\$5,668
37	\$4,646	\$4,878	\$5,146	\$5,455	\$5,810
38	\$4,762	\$5,000	\$5,275	\$5,592	\$5,955
39	\$4,881	\$5,125	\$5,407	\$5,731	\$6,104
40	\$5,003	\$5,253	\$5,542	\$5,875	\$6,257
41	\$5,128	\$5,385	\$5,681	\$6,022	\$6,413



Member Application Payroll and COPE Authorization

YES! I want to JOIN SEIU Local 1021!

Please Print Clearly (ABOVE EACH LINE) using a black or blue ink pen

_____ EMPLOYER NAME

FIRST NAME M.I. LAST NAME EMPLOYEE #

_____ HOME ADDRESS

CITY ZIP CODE BIRTH DATE

() _____
CELL PHONE HOME EMAIL WORK EMAIL

() _____
WORK PHONE EXT. CLASSIFICATION/TITLE FT/PT

WORKSITE/LOCATION DEPARTMENT HIRE DATE

Pursuant to the Agreement between the Employer and SEIU Local 1021, I hereby authorize you to deduct from my wages or salary and to transmit to SEIU 1021 the authorized membership dues, fees, service fee equivalent and/or contributions as certified by the Union. Contributions or gifts to SEIU Local 1021 are not tax deductible as charitable contributions. However, they may be deductible as ordinary and necessary business expenses. Pursuant to state law and the current agreement between the Employer and SEIU Local 1021, all employees represented by SEIU Local 1021, as a condition of initial and continued employment, shall either join the Union or pay a service fee equivalent to fees/dues in lieu of membership. Service fee payers will not receive the rights and benefits of union membership. If such payments are not made by payroll deduction and forwarded to the Union each month, it is the obligation of the employee to make the payment directly to the Union.

SIGNATURE OF EMPLOYEE DATE

YES! I WANT TO HOLD POLITICIANS ACCOUNTABLE!

COPE (Committee on Political Education) AUTHORIZATION

I hereby authorize my employer to deduct from my pay the sum of:

\$5.10
 \$10.21
 \$15
 OTHER: _____

To be deducted per pay period in addition to the regular dues deduction as a voluntary contribution to SEIU COPE Political Action Fund and to forward the amount to SEIU Local 1021.

This authorization is voluntarily made. I understand that contributions to this fund are not a condition of membership in the Union nor of employment, and that SEIU Local 1021 will use the money it receives for member education, issue advocacy and make contributions and independent expenditures in connection with local, state and federal (through SEIU COPE) elections and ballot initiatives to the extent permitted by law. This authorization shall remain in effect until revoked by me in writing to SEIU Local 1021. Contributions to the SEIU Local 1021 COPE Political Action Fund are not deductible as charitable contributions for income tax purposes.

SIGNATURE DATE

Processed by Union _____ Processed by Employer _____

**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:

Statement of Grievance - MLCCCBU

Page No. 2

LEVEL I: SUPERVISOR OR 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 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: _____

**MENDOCINO COLLEGE
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 in terms of 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.

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. 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.
2. Assign a rating of 1-4 for each standard, as explained on the evaluation report form.
3. Complete the second page of the evaluation report form as indicated.
4. Prior to finalizing the Report, meet with the next-level supervisor to review the employee's performance evaluation.
5. Discuss the evaluation with the employee, and jointly develop objectives for the next rating period, including any specific plans for improving performance in areas which need to be strengthened.
6. The supervisor and employee then sign and date the form. A recommendation regarding permanency must be included if it is a probationary evaluation.
7. Forward the evaluation report to the next level supervisor and Vice-President for signature.

8. Forward the original to Human Resources for inclusion in the employee's personnel file.
9. 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
 - (3) IMPROVEMENT NEEDED
 - (4) UNACCEPTABLE
- Performance meets expectations.
Performance does not meet expectations.
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 next year. 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



Service Employees International Union – Local 1021

600 B Street
Santa Rosa, CA 95403
707-293-2858

Worksite Organizer _____

Union Steward _____

Telephone Number _____