

Article 11 (continued)

Class III	a) Master's Degree with sixty approved semester units beyond the Bachelor's Degree, or b) Bachelor's Degree plus seventy-five approved semester units, or c) Appropriate full-time credential (Life) plus seventy-five approved semester units d) For Vocational Teachers****, completion of thirty approved semester units after hire and placement on Class II
Class IV	a) Master's Degree plus forty-four approved semester units, or b) Master's Degree with ninety approved semester units beyond the Bachelor's Degree (Effective July 1, 1999) c) Appropriate full-time credential (Life) plus ninety approved semester units including a Master's Degree d) For Vocational Teachers****, completion of sixty approved semester units after hire and placement on Class II including a Master's Degree
Class V	a) Earned Doctorate, earned LLB or JD.

\*\*\*\*As designated by the Board of Governors of the California Community Colleges, those disciplines in which the Master's Degree is not generally expected or available.

1. Initial class placement shall be subject to **Articles 11.F.5 through 11.F.7.**

**D. Initial Placement for all new faculty hires shall be Step 1.**

**E. Administrative Retreat Rights--Salary**

Upon entering the District, educational administrators shall meet the minimum qualifications for one (1) or more existing disciplines within the District. As with new faculty members, placement on the salary schedule will be determined in accordance with **Article 11.C and 11.D.**

Each subsequent year of administrative service in the District will count towards step progression on the faculty salary schedule for placement on the faculty salary schedule upon retreat to faculty status.

**F. Pre-Approval and Approval Criteria for Salary Progression:** Faculty shall discuss courses/activities with the appropriate educational administrator and must submit a pre-approval for coursework for salary progression on the District form entitled "[Request for Pre-approval of Credit for Salary Advancement](#)" found on the District's portal under "Employee Forms" tab. Submitted forms are reviewed by the appropriate educational administrator and college president or designee for approval. Completed coursework, seminars, and workshops for salary progression should be submitted on the District form titled "[Request for Approval of Credit for Salary Advancement](#)" found on the District's portal under "Employee Forms" tab accompanied by the appropriate documentation. Credits for salary advancement shall meet the following criteria:

1. Non-repeat graduate or upper division courses related to a staff member's professional

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- assignment are acceptable.
2. Graduate and upper division courses taken to fulfill credential or additional degree requirements are acceptable.
  3. Seminars, workshops, or clinics relating to professional assignment granting a certificate of completion are acceptable. A maximum of eight (8) semester units during the College year are accepted with unit value equated as follows:
    - Twenty (20) accumulated workshop hours equals one (1) unit.
    - Forty (40) accumulated workshop hours equals two (2) units.
  4. A lower division course related to professional assignment will be approved with substantial justification that it is of greater value to the staff member and to the College than an upper division or graduate course. Such credit will be limited to six (6) semester units of lower division work in a calendar year, September to September. The unit limit may be waived by the College President or designee.
  5. Approved courses must be taken at colleges and universities accredited by a regional accrediting agency as recognized by the U.S. Department of Education, or through the equivalent, as determined by a formal credential evaluation agency.
  6. A grade of credit in the credit/non-credit mode or a grade of “C” or better in baccalaureate level courses must be attained.
  7. A grade of “B” or better or Pass (P) must be attained in graduate level courses.
  8. A maximum of twelve (12) semester or eighteen (18) quarter units will be granted for work taken during the regular College year. Units earned in addition to the maximum may not be stored and retroactively applied to salary progression. The unit limit may be waived by the College President or designee. All course work approved as part of a sabbatical leave will count toward salary progression.
  9. All approved course work, taken during the summer or during a leave of absence may be applied toward salary progression. The lower division limit applies in summer and for leaves of absence.
  10. Documentation of completed courses must be attached to the “[Request for Approval of Credit for Salary Advancement](#)” form located on the District’s portal under the “Employee Forms” tab and filed in the District Office by November 1. No contract changes to a new salary class will be made for the current year after the last Board meeting in November. Applicable course work must be completed prior to the start of the fall semester unless prior approval is obtained from the Chancellor or designee.
  11. Employment in one's vocational or professional field during the summer, by special arrangements during the College year, during a leave of absence, or during a sabbatical shall count toward salary advancement with each forty (40) hours of work being equated to

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one (1) semester unit. No more than six (6) semester units may be accumulated in summer session and a maximum of eighteen (18) semester units may be accumulated in this manner to move from one (1) class to the next (II to III to IV).

In the proposal for participation, the faculty member must submit a statement of specific objectives that are to be accomplished during the work experience which will enhance competence in the faculty member's assignment. To receive credit for the experience, the faculty member must submit a report to the supervising dean at the conclusion of the work describing the work experience and the relation to objectives specified in the application.

12. In those areas where a license is required or is commonly recognized by the industry or profession as a standard of competency, College units for salary advancement may be awarded. A District Committee will evaluate the level of difficulty and the time required to prepare for achieving that license and determine the number of units to be awarded. Units may also be awarded when periodic renewal or retesting is required and/or when required by changes in technology or in the law.
13. A faculty member who serves as a mentor to one (1) Kern Community College District student from an underrepresented group for two (2) years and fulfills all the mentoring requirements shall be given three (3) units of credit for salary advancement purposes or five hundred dollars (\$500). Provisions of mentoring shall be approved by the College President/designee and submitted to the District Personnel Office for recording. After mentoring is completed, the mentor whose mentee becomes a faculty member in the Kern Community College District shall receive a one thousand dollars (\$1,000) bonus. See **Addendum 2** for guidelines.

G. **Eligibility for Step Advancement:** In order to be eligible for step advancement, the staff member must work one-half (1/2) of the scheduled school year, with a contract of eighty percent (80%) or more.

### H. Adjunct Faculty Compensation

1. Adjunct faculty hourly shall be compensated on a lecture hour equivalent basis in accordance to **Article Eleven - Appendix D**.
2. Adjunct faculty shall receive an hourly rate increase for 1.0 or 100% of accumulated Full Time Equivalent academic year of service to the District. Summer session or intersession work shall not count towards salary progression. Once the service credit is accumulated, the Adjunct faculty member shall progress to the next step on the Adjunct Faculty Lecture Hour Equivalent rate schedule specified in **Article Eleven - Appendix D**.
3. **To attract and retain excellent adjunct faculty, the District and CCA agree to negotiate a structured salary scale for adjunct instructors as a priority in the next collective bargaining agreement. The District and CCA also agree to explore possible options for offering affordable health benefits to part-time instructors.**
4. Course orientation materials shall include information about how students may contact adjuncts. Student contact can be met through a variety of ways.

5. Each chapter will have a Negotiations Committee and committee members who will receive three (3) hours of release time for the purpose of joint chapter meetings to develop a proposal for opening contract negotiations. *(Added June 2, 2004)*

## **ARTICLE SEVEN--CLASSIFIED COMPENSATION**

1. The 2008-2009 salary schedule for all ranges and positions is attached in Appendix "B" and incorporated by reference herein. If the wage/class study (referenced in Section 9M6A3) is not implemented in the 2012-2013 fiscal year, and in the event of a funded State COLA that year, CSEA retains the right to reopen negotiations on the subject of salaries. Also, in the event of a funded State COLA in the 2013-2014 fiscal year, CSEA retains the right to reopen negotiations on the subject of salaries.
2. **Hours** *(Revised November 10, 2011)*

**2A** Full-time positions and salaries are based on a forty-hour (40-hour) workweek and an eight-hour (8-hour) workday (*Ed Code section 88026*). An annual calendar will be developed for each site and in agreement with CSEA. Calendar development will normally coincide with the development of the academic calendar. Schedule configurations may include workdays that are contiguous through the workweek and include a workweek of:

- Four (4) nine-hour (9-hour) days and one (1) four-hour (4-hour) day;
- Four (4) ten-hour (10-hour) days;
- Other configurations could be developed in agreement with CSEA.

Holidays will be taken on a "day-is-a-day" basis with daily and weekly work schedules remaining consistent with the standard site schedule configuration. Employee work schedules will not be adjusted to accommodate recognized paid holidays. If an employee has a work schedule that prevents receiving the benefit of a paid holiday the employee will receive within ten (10)

working days before or after the actual holiday an *in-lieu* holiday to be scheduled with the mutual agreement of the employee and their immediate supervisor. It is not the intent of this language to deny employees *in-lieu* holidays.

**2A1** Beginning July 1, 2012, the District will modify the operational calendar by one (1) working week to be applied as follows (*Revised November 10, 2011*):

- The District will maintain the time between Christmas and New Year's Day as a closure (ie., District will close operations from the last working day preceding Christmas and will reopen for operation on the next working day following the recognized New Year's Day holiday); in recognition of the Association's agreement to this change, District will provide two (2) additional floating holidays. [Section 9J4 has been amended to incorporate these changes]
- This provision will not reduce employee compensation, nor cause the use of accrued vacation or compensatory time.
- Christmas Day, Christmas Recess, and New Year's Day holidays will remain as paid holidays.

**2B** The length of the workday shall be designated by the District for each classified assignment. Each classified employee shall be assigned a fixed regular working schedule to include starting and ending time and days. The District may establish the workday and workweek schedules of classified employees with the agreement of CSEA (*Ed Code section 88040(a)(1)*). Work hours shall be scheduled by the supervisor based on the department's needs. The supervisor will meet the needs of the department in the following manner (*Revised June 2, 2004*):

- By soliciting volunteer(s) among those employees in the department with the appropriate level of skills and abilities, or

- If the needs of the department are not met by soliciting volunteer(s), the supervisor will make the assignment in ascending order of hire-date seniority, except when it is determined that it is necessary to appoint a specific employee to the assignment based on that employee's job classification, specialized skills, or abilities.

The supervisor will discuss the change with the employee thirty (30) days prior to a permanent change in the employee's regular shift. Grievances filed under this section shall begin at Level II.

**2C** Each supervisor shall require all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of 15 minutes rest time per 4 hours or major fraction thereof.

Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages. Rest periods will not be used to reduce the employee's workday or to extend the meal break. *(Revised February 11, 2010)*

**2D** All employees employed for more than five (5) hours per day shall be entitled to an uninterrupted 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 ( $\frac{1}{2}$ ) hour and insofar as practicable shall be scheduled for employees at or about the midpoint of each work shift.

**2D1** Certain positions may be exempted from **2D** as designated by the District Human Resources Office after consultation with CSEA. *(Revised June 2, 2004)*

**2E** Rest periods and lunch periods shall not be used to change an employee's shift.

**2F** All standby time shall be considered as regular hours worked and shall be compensated at the appropriate rate of pay.

**2G** Any employee in the bargaining unit who works an average of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment

adjusted upward to reflect the longer hours, effective with the next pay period. This provision shall not be applicable when an employee is granted a temporary increase in hours of assignment to substitute for a portion or all of another bargaining unit employee absent for sick leave and/or vacation purposes. *(Revised February 11, 2010)*

**2H** When additional hours are regularly assigned to a part-time position, the assignment shall be offered to the employee in the appropriate classification and job assignment with the greatest hire-date seniority. If the senior employee declines the assignment, it shall be offered to the remaining employees in the classification and job assignment in descending order of the hire-date seniority until the assignment is made.

**2I** Any employee called to work after completion of his/her regular assignment or on an unscheduled work day shall be compensated for at least two (2) hours of work at the appropriate rate, irrespective of the actual time that is required to be worked.

**2J** Any employee called in to work on the sixth (6th) or seventh (7th) consecutive day shall be compensated for a minimum of three (3) hours of work at the appropriate rate of pay under this Agreement.

**2K** **Shift Differential**

**2K1** Any bargaining unit employee whose regularly assigned work shift ends after 9:00 p.m. and before 9:00 a.m. or includes a split shift for at least two (2) days per week [a minimum of three (3) non-work hours] shall be paid a shift differential premium of five percent (5%). This premium shall be above the regular rate of pay for all hours worked. An employee who requests a temporary shift change to accommodate an educational or personal situation shall not be eligible for the differential premium.

**2K2** Any employee who received a shift differential premium on the basis of his/her shift shall suffer no reduction in pay, including differential, when assigned to a shift not referred to in **2K** for thirty (30)

consecutive calendar days or less. *(Revised June 2, 2004)*

**2K3** An employee shall be paid a shift differential premium if assigned to a shift referred to in **2K1** for more than fifteen (15) consecutive calendar days. At the end of the fifteen (15) days, the shift differential premium would be retroactive to the first day worked. *(Revised June 2, 2004)*

**2K4** The five percent (5%) shift differential provided in **2K1** shall be included as a part of the regular pay for the purposes of computing overtime. *(Revised June 2, 2004)*

**2L** Within thirty (30) days after classes begin each semester, all food service employees will be notified of the dates food services are to operate for the semester and level of service on those dates. These dates and the level of services may be changed after consultation with CSEA.

**3. Overtime** *(Revised February 11, 2010)*

**3A** For all employees having a workday for four (4) or more hours but fewer than seven (7) hours, the workweek shall consist of no more than five (5) consecutive working days. Work required to be performed on the sixth (6th) or seventh (7th) day shall be considered overtime.

**3B** All hours worked in excess of eight (8) hours on the sixth (6th) and seventh (7th) consecutive day shall be compensated at the rate of time and one-half (1½) of regular rate in addition to the regular rate of pay. (Total compensation equals two and one-half (2½) times the employee's regular rate of pay.)

**3C** For all employees having a workday less than four (4) hours, work required to be performed on the seventh (7th) day shall be considered overtime.

**3D** Overtime may be compensated by time off or extra payment as mutually agreed by the employee and immediate supervisor. The method of compensation will be reduced to writing if requested by the employee. All overtime and methods of



compensation must be approved in advance by the supervising administrator of the department. *(Revised February 11, 2010)*

**3D1** Opportunities for overtime assignments shall be rotated equitably within the affected job classification, department, and campus. *(Revised February 11, 2010)*

**3D2** Rotation may be restricted to those with the particular expertise to complete the required work. The term, *particular expertise*, shall not be used to exclude **qualified** employees from within the affected classification overtime opportunities. *(Revised February 11, 2010)*

**3E** An employee may decline a request for overtime except where the work is necessary in the interest of the employer's operation. Except in unusual circumstances, two weeks notice will be provided for scheduled mandatory overtime.

**3E1** Where more than one (1) employee is qualified and available on site to perform the work, the least senior employee with the particular expertise to complete the required work who declined the work shall be assigned.

**3F** For the purpose of computing the number of hours worked to determine overtime, all time during which an employee is in paid status shall be construed as hours worked.

**3G** Compensatory time may be accumulated to a limit of forty (40) hours.

**3H** Compensatory time off shall be taken as soon as possible and within eleven (11) calendar months following the month in which overtime was worked. If the compensatory time has not been taken within eleven (11) months of the date on which it was earned, the District shall pay the employee in cash for all such time at the appropriate overtime rate based on the employee's current rate of pay.

**4. Pay and Allowances** *(Revised February 11, 2010)*

**4A** All new employees become eligible for a salary increase at the beginning of the thirteenth (13th) calendar month following date of hire. The employee is eligible for a second increase one (1) year later and each succeeding year thereafter until reaching Step E. *(Revised June 21, 2000)*

**4B** All employees shall be paid for all regularly scheduled working hours on the last working day of each month.

**4B1** For purposes of salary deductions for unpaid absences during a month, a standard month of 21.6667 days shall be used.

**4B2** Flexible Limited Benefit Employees who are not scheduled to work, shall be paid one (1) hour of base pay per week for those weeks during the employee's beginning and ending dates. The employee's supervisor shall submit a monthly time report to pay eligible employees.

**4C Compensation for an Employee Working Out of Classification is as follows:**

**4C1** Classified employees shall not be required to perform duties which are not fixed and prescribed for the position by the governing board in accordance with Education Code Section 88010, unless the duties reasonably relate to those fixed for the position by the board, for any period of time which exceeds five (5) working days within a fifteen (15) calendar-day period except as authorized herein. (Refer to **4C3**) *(Revised June 2, 2004)*

**4C2** An employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than five (5) working days provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside his/her normal

assigned duties.

- 4C3** Where an employee has been required to work out of classification, the employee must file a claim no later than fifteen (15) working days following the sixth (6th) working day of out of classification work to maintain any standing for reclassification. (Refer to **4C1**) *(Revised June 2, 2004)*
- 4C4** After consultation with the employee and/or representative, the Chancellor or designee may provide for an upward salary adjustment for any classified employee required to work out of classification on a regular basis for more than thirty (30) days in a fiscal year.
- 4C5** An employee who is compensated for working out of classification shall be placed on the same step in the higher range as his/her current step.

**4D** **Payroll Errors**

- 4D1** Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected not later than five working days after the employee provides notice to the District Human Resources/Payroll Department through the College Human Resources office. *(Revised February 11, 2010)*
- 4D2** Any payroll error resulting in overpayment for an employee in the bargaining unit shall be corrected at the first available payroll period unless otherwise agreed upon by the employee and the District.
- 4E** Any payroll adjustment due an employee in the bargaining unit as a result of working out of class, re-computation of hours, or reasons other than procedural shall be made the next regular payroll for the employee following submittal of required notice to the District Human Resources/Payroll Department through the College Human Resources office. *(Revised February 11, 2010)*

**5. Conference/Travel Reimbursement**

**5A** Any employee in the bargaining unit who, as a result of a work assignment, must be away from home overnight shall be reimbursed by the District for actual and necessary expenses in accordance with District procedures.

**5B** Any employee in the bargaining unit required to use his/her vehicle on District business shall be reimbursed at the District adopted rate per mile for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business. This amount shall be payable in a separate warrant drawn against District funds.

**5C** A member of the bargaining unit who is required in writing by the College President or designee to attend specifically scheduled retraining sessions (including conferences) shall receive compensation as follows:

**5C1** When these training sessions occur during the employee's regularly assigned working hours, the employee shall be paid at his/her regular rate of pay and shall receive all benefits to which he/she is entitled.

**5C2** When these training sessions occur outside of regularly assigned working hours, the employee shall be compensated at the appropriate overtime rate.

**5C3** Compensation shall not include time spent beyond travel and conference/workshop attendance, i.e., social, rest, and dining periods.

**6. Payroll Deductions *(Revised February 11, 2010)***

**6A** Mandatory payroll deductions are made for withholding tax, Social Security and retirement.

**6A1** Withholding tax deductions are made from the date employed.

- 6A2** Bargaining Unit employees who works 20 or more hours each week, or 1,000 or more hours per fiscal year, are required to become a member of the Public Employees Retirement System (PERS) in accordance with PERS regulations. Once an employee becomes a PERS member, the employee continues to be a member while employed regardless of the number of hours worked. The amount of the PERS contribution for bargaining unit members is established by PERS. *(Revised February 11, 2010)*
- 6A3** Social Security coverage becomes effective on the same date the employee becomes a member of the Public Employee's Retirement System.
- 6A4** As allowed by statute, the District shall implement the Internal Revenue Service ruling relating to tax treatment of the retirement contributions to the Public Employee's Retirement System where retirement contribution from any eligible employee's salary will be deducted before federal and state taxes are withheld.
- 6B** Subject to the net earnings after the deductions in **6A**, in order of payment, voluntary payroll deductions will be made for *(Revised June 2, 2004)*:
- 6B1** The provision of Public Law 87-370, United States Internal Revenue Code Section 403(b), and the California Revenue and Taxation Code 17512 which allows the employee to accept a salary reduction for the purpose of purchasing a tax sheltered annuity.
- 6B2** Dues for the exclusive representative
- 6B3** The insurance companies which are on a District-approved list
- 6B4** Loans and share accounts with District-approved banking institutions. *(Revised February 11, 2010)*

- 6C** Part-time employees who are regularly employed twenty (20) or more hours each week and are contributing to retirement and Social Security qualify for all payroll deductions listed for full-time classified employees.

**7. Longevity Increment**

- 7A** After ten (10) and fifteen (15) years of continuous employment, classified service employees shall receive an additional five percent (5%) Longevity Increment. Longevity Increments are given on the first (1st) of the month following ten (10) and fifteen (15) complete years of service.
- 7B** After nineteen (19) years of accrued/accumulated service to the District, classified service employees will receive an additional five percent (5%) longevity increment. Longevity increments are given on the first (1st) of the month following nineteen (19) years of accrued service. *(Revised June 21, 2000)*
- 7C** After twenty-five (25) years of accrued/accumulated service to the District, classified service employees will receive an additional three percent (3%) longevity increment. Longevity increments are given on the first (1st) of the month following twenty-five (25) years of accrued service. *(Revised June 21, 2000)*
- 7D** After thirty (30) years of accrued/accumulated service to the District, classified service employees will receive a one-time honorarium of two thousand, five hundred dollars (\$2,500). *(Added June 2, 2004)*
- 7E** An employee who submits to the College President or District Chancellor by November 30 a letter of resignation for the purpose of retirement to be effective by the end of the academic year shall be compensated two thousand dollars (\$2,000). *(Added June 2, 2004)*

**8. Employee Expenses and Materials**

- 8A** The District, shall pay the full cost of the purchase, lease, rental, cleaning and maintenance for uniforms, identification badges, emblems and cards that are required to be worn by bargaining unit employees.

- 8B** The District agrees to provide all tools, equipment, and supplies necessary to bargaining unit employees for the performance of employment duties.
- 8C** The District shall fully compensate all bargaining unit employees for documented loss or damage to personal tools required to be used on the job by the District in the course of employment. A secure place will be provided for personal belongings not worn while on duty.
- 8D** The District agrees to furnish equipment or gear that is required to ensure the safety of the employee or others.
- 8E** The District confirms that Government Code Sections 825 et. seq., require the District to provide for defense and indemnification of any employee named as a defendant in a claim or lawsuit alleging tortuous conduct during the course and scope of District employment.
- 8F** Approved absences may be granted classified employees with full pay to attend conferences. Normal expenses shall be paid according to District adopted policies.

**9. Professional Development Program**

- 9A** Permanent Classified service staff members may enroll in a Professional Development Program which benefits the employees and the District.
- 9B** Declaration of Plan/Program Completion forms shall be submitted to the appropriate classified Professional Development Committee prior to the commencement of the first (1st) day of the course. The committee may approve or deny the request and shall forward notice of its action to the employee within five (5) days of such action. Four (4) committees will be established; one (1) at each college campus and one (1) at the District Office.
- 9C** Upon the completion of the requirements of the Professional Development Program, employees employed for twenty (20) or more hours per regular work week shall be compensated with a one thousand, two hundred dollars (\$1,200) one-time payment for fifteen (15) semester units of work. Employees employed for nineteen (19) or less hours per regular workweek (Limited Benefit Employees) shall be compensated with a one thousand

dollars (\$1,000) one-time payment for fifteen (15) semester units of work.

**9D** A classified employee during the years of employment may earn a maximum of four (4) one thousand, two hundred dollars (\$1,200) or four (4) one thousand dollars (\$1,000) awards. *(Revised June 2, 2004)*

**9E** To be eligible for compensation, the employee must complete fifteen (15) semester units of approved collegiate course work or seminars, workshops, or clinics granting a certificate of completion with unit value equated at eighteen (18) hours of instruction per unit.

**9E1** Payments will not be awarded for any activity for which released time from duties has been granted or for in-service training conducted during working hours.

**9E2** Auditing of courses, credit for work experiences, internships, or credit by examination shall not be permitted under this program.

**9E3** A grade of "C" or better must be attained in graded courses taken for professional development.

**9E4** Professional development payment will be identified on, and become a permanent part of the classified employee's records.

**9E5** Application for credit, securing transcripts, or other verification of course work will be the responsibility of the employee.

**9E6** Compensation shall be made within thirty (30) days following completion of eligibility requirements and submission of appropriate paperwork to the Classified Human Resources Office by the employee.

## **10. Retraining Program**

**10A** All permanent employees are eligible to participate in the District retraining program. The purpose of this program is to develop employee skills as required for his/her current or anticipated job



assignment.

**10B** A retraining program must be approved by the employee's immediate supervisor, the College President or designee, the Chancellor or designee, and the Board of Trustees.

**10C** The District will compensate employees for authorized, documented costs incurred for approved programs, such as the expense of tuition, fees, books and materials, and transportation. Released time will be granted if approved as part of the program.

**10D** Course work taken for an approved retraining program shall not be part of a professional development program.

**11. Staff Development Funds**

**11A** Bargaining unit members shall be allowed to participate in projects to be funded from AB 1725 staff development funds carried over from prior years until such funds are exhausted. Upon exhaustion of such funds this program will cease, provided however if the State restores funding to the program, the District will restore the program, including the staff development advisory committee set forth in the 2009-11 Agreement. *(Revised November 10, 2011)*

**12. Wellness Program** *(Added June 2, 2004)*

**12A** CSEA proposes that the District and CSEA establish proactive procedures, utilizing existing facilities, to promote the health of the bargaining unit, in an effort to manage health care costs.

**12B** Approval shall be given for full-time classified staff to participate in the Shape-Up/Wellness Program (including gymnasium, weight room, aquatic center, and walking).

**12B1** The program allows for a maximum of one-half (1/2) hour for four-days-per-week staff time to be given for classified staff. The supervisor must approve the schedule. *(Effective Spring 2012)*

the District ten (10) years immediately preceding retirement.

- The District monthly contribution for the health plans shall not exceed that for an active employee.
- At age sixty-five (65), all retirees [and their eligible dependent(s), if dependent coverage is taken] who are qualified through Social Security eligibility for Medicare Part A shall apply for and accept Medicare Part A.
- At age sixty-five (65), all retirees [and their eligible dependent(s), if dependent coverage is taken] must apply for and purchase Medicare Part B.

**3B2B** A surviving eligible dependent(s) of a retiree may continue the health plan at his/her expense.

**3C** **Employees of the District as of June 30, 1988 who are eligible to retire but will retire at a later date**

**3C1** Eligible to retire means the employee could have received a retirement benefit through PERS as of June 30, 1988, but did not choose to do so.

**3C2** Benefits to Age Sixty-five (65)

**3C2A** The District will provide health and dental plans for the employee and eligible dependent(s) under the following conditions:

- The employee must have worked for the District five (5) years immediately preceding retirement.

- b. All Management Employees performing Adjunct instruction shall start their assignment no earlier than 6:00 p.m. Monday through Friday. Instruction provided on Saturdays or Sundays does not have restrictions unless there is a pre-scheduled event requiring the Management Employees' attendance.
- c. No online instruction, office hours, or ancillary office duties shall be performed during the Confidential and Management Employees' regular work day.
- d. All Management Employees who are compensated at a Dean salary grade level or above may teach in addition to their regular work assignment. This Adjunct assignment shall be without pay.
- e. All Management Employees compensated below a Dean salary grade level may be eligible to provide Adjunct faculty instruction, with or without pay.

**6C7** **Outside Activities**  
*(Approved November 6, 2011)*

A Management Employee's outside activities shall not interfere in any way with the performance of the management employee's duties.

**6C8** After five (5) years of service to the District, a confidential or management employee who submits to the Chancellor or College President a letter of resignation for purposes of retirement, at least six (6) months prior to the retirement date, shall be compensated \$2,000 (two thousand dollars) following Board of Trustees approval.

**6C9** After thirty (30) years of accrued/accumulated service to the District, confidential and management employees will receive compensation of two thousand, five hundred dollars (\$2,500).

**6D** **Confidential and Management Professional Development**  
*(Revised August 5, 1999)*

**6D1** At the discretion of the Chancellor, confidential and management employees below Salary Grade 12 may participate in training programs directly related to their positions. The District may pay for expenses incurred by the employee.

**6D2** Confidential and management employees are eligible to enroll in a professional development program.

**6D3** Confidential and management employees may file a professional development plan with the respective College President at Bakersfield, Cerro Coso or Porterville, or with the Chancellor at the District Office. See

**Procedure 6D3** of this Manual for the Classified Confidential/Management Employees Professional Development Program form.

**6D3A** Employees may enroll in the program after one (1) year of continuous service with the District.

**6D3B** Employees must plan their programs of study related to potential work assignment in consultation with their respective supervisor. The planned program of study shall be beyond the employee's current level of education. Declaration of Intent forms shall be submitted to the respective College President or Chancellor for approval at least thirty (30) days before the training or course commences.

**6D3C** Upon completion of the requirements of the Professional Development Program, the employee shall be compensated with a one thousand, two hundred dollars (\$1,200) one-time payment for fifteen (15) semester units of work.

**6D3D** During the years of employment an employee may earn a maximum of four (4) one thousand, two hundred dollars (\$1,200) professional development awards.

**6D3E** To be eligible for compensation, the employee must complete fifteen (15) semester units of collegiate course work or seminars, workshops, or clinics granting a certificate of completion with unit value equated at eighteen (18) hours of instruction per unit.

**6D3F** Payments will not be awarded for any activity for which release time from duties has been granted or for in-service training conducted during working hours.

**6D3G** The following specific conditions will apply:

**6D3G1** Auditing of courses, credit for work experience, internships, or credit by examination shall not be permitted under this program.

**6D3G2** A grade of "C" or better must be attained in graded courses taken for professional development.

**6D3G3** Compensation for professional development shall be made within thirty (30) days following completion of eligibility requirements and submission of appropriate paper-work.

**6D3G4** Application for credit, securing transcripts, or other verification of course work will be the responsibility of the employee.

**6D3G5** Professional development payment will be identified on and become a permanent part of the employee's record.

**6D4** The District will waive all fees for employees for courses taken at any of the District's three (3) Colleges.

**6E** **Confidential and Management Evaluation** *(Revised December 11, 2008)*

**6E1** Evaluation of Confidential and Management Employees has as its primary purpose recognition of successes and commitment to improvement of job performance as it relates to the mission of the District. The evaluation process is designed to give constructive feedback to the employee about their job performance expectations and outcomes, defining both areas of strength and needed improvement. This process is viewed as continuous and shall include, to the extent possible and where appropriate, input by faculty, classified, staff, and peers.

The evaluation report shall form the basis for recommendations for development, which will include the following: (a) a written evaluation from the immediate supervisor, (b) summary of the evaluation survey responses, and (c) a written self-assessment, which shall include accomplishments for the current year and goals for the next evaluation period.

The evaluation process will utilize the results of surveys and any other components as mutually agreed upon by the employee and his/her supervisor.

**6E2** A written evaluation report shall be completed annually the first two (2) years of employment and every two (2) years thereafter for each confidential and management employee. See **Procedure 6E2(a-c)** of this Manual for the Confidential and Management Evaluation Guidelines, Report of Confidential and Management Evaluation form, and the Confidential and Management Evaluation Survey instrument and **Procedure 6E2(d)** of this Manual for the suggested timeline for the evaluation process.

**6E3** The supervisor shall provide the employee with a copy of the evaluation report and thereafter meet with the employee for discussion.

**6E4** The employee's evaluation shall be compiled and written by the immediate supervisor(s) and requires the approval of the Chancellor and/or College President.

**6E5** An annual evaluation for a new employee is to be completed for the first two (2) years and submitted to the Chancellor. Thereafter the evaluation will be completed every two (2) years and submitted to the Chancellor by March 1 of the evaluation year.

**6E6** Faculty input shall be included in the evaluation of confidential and management employees whose assignment involves regular interaction with faculty. Faculty selected to participate in the process shall be those who regularly interact with the employee being evaluated.