
ARTICLE 9M--EMPLOYMENT POLICIES

9M1 Hiring

9M1A Classified employees shall be defined and regulated by Education Code Section 88003. *(Revised June 16, 1994)*

9M1A1 If the District is engaged in the procedure to hire a permanent employee to fill a vacancy in any classified position, the District may employ one (1) or more substitute employees for not more than sixty (60) calendar days to fill this vacancy. Per Education Code section 88003, the District will notify CSEA of the services to be performed and the start/end dates prior to employing a substitute or short-term employee. *(Revised June 2, 2004)*

9M1B The District agrees that it will comply with Education Code section 88003 as it applies to student workers. *(Revised June 2, 2004)*

9M1C Upon initial employment and each change in classification thereafter, each classified employee in the bargaining unit shall be furnished two (2) copies of his/her classification specification,

salary data, assignment or work location, together with duty hours and prescribed workweek. One (1) copy shall be retained by the employee, one (1) copy shall be signed and dated by the employee and returned to the District Office of Human Resources (Education Code Section 88168). In addition, bargaining unit members assigned to more than one supervisor shall receive a specific statement regarding designation of the primary direct supervisor. *(Revised June 2, 2004)*

9M1D Employees are required to have chest X-rays or an approved Intradermal Tuberculin Test taken upon employment and every four (4) years thereafter.

9M1D1 The initial test must be paid for by the employee.

9M1D2 The District will compensate the employee for those tests in the following years where the charge has not been covered under the District health plan up to an amount equal to that charged by the Mobile Unit.

9M1E Cost of medical examinations other than tubercular, required by the District or by law shall be paid by the District upon prior approval of the Chancellor or designee.

9M2 **Probationary Period** *(Revised November 20, 1997)*

9M2A For new classified service employees the first twelve (12) months from date of employment is the probationary period.

9M2B A performance evaluation report shall be completed for each probationary employee by the immediate supervisor by the end of the third (3rd), sixth (6th), and eleventh (11th) months of continuous employment.

9M2B1 A monthly probationary report may be required if ratings have indicated unsatisfactory performance.

9M2B2 The supervisors are required to discuss the Performance Evaluation Report with each

probationary employee, unless the employee is unavailable. The employee shall receive a signed, completed copy of the evaluation at the evaluation conference meeting or before the formal discussion.

9M2B3 The evaluation reports must be signed by the supervisor and should be signed by the employee.

9M2B3A If the employee refuses to sign the evaluation, that fact will be noted by the supervisor on the evaluation form. The supervisor shall immediately forward the form to the reviewer.

9M2B4 All evaluations shall be based on job related criteria and shall include specific recommendations for improvement, when appropriate. *(Revised June 21, 2000)*

9M2C Under normal circumstances, probationary employees, will be given two (2) weeks notice of dismissal. But, when determined necessary by the Chancellor or designee, a probationary employee may be dismissed immediately.

9M2C1 Dismissals of probationary employees are not subject to the appeal process as stated in **9M10** of this Agreement. *(Revised June 2, 2004)*

9M2C2 Within five (5) working days of notice of dismissal a probationary employee may request an informal review with the Chancellor or designee to appeal his/her dismissal.

9M3 **Permanent Employee Evaluation** *(Revised November 10, 2011)*

9M3A Permanent employees will be evaluated annually, normally within one (1) month of the employee's anniversary date with the District, by the immediate supervisor and/or appropriate management personnel. No bargaining unit employee's performance shall be evaluated formally by another bargaining unit employee. *(Revised November 10, 2011)*

9M3A1 The supervisors are required to discuss the

Performance Evaluation Report with each permanent employee. The employee shall receive a copy of the evaluation at or before the formal discussion. Employees will be provided release time during their normal workday to meet with their supervisor for the review of their evaluation. If release time during the normal workday is not feasible, the supervisor may schedule a time for review of the evaluation outside of the normal work hours and the employees shall be compensated for his/her time. *(Revised June 21, 2000)*

9M3A2 The evaluation reports must be signed by the supervisor and should be signed by the employee. The employee shall receive a copy at the evaluation conference meeting.

9M3A2A If the employee refuses to sign the evaluation, that fact will be noted by the supervisor on the evaluation form. The supervisor shall immediately forward the form to the reviewer.

9M3A3 All evaluations shall be based on job-related criteria and shall include specific recommendations for improvement and a plan of action for the employee to become successful in the areas marked less than satisfactory.

9M3B A performance evaluation shall be a summary of observed performance actions since the last evaluation by the immediate supervisor. A rating of unsatisfactory shall include specific information or documentation to support the rating. *(Revised June 21, 2000)*

9M3C The content of evaluations of permanent employees will not be subject to the grievance procedures as contained in **Article 9P** of this Contract. Procedures of performance evaluations specified herein will be subject to the grievance procedures. *(Revised June 2, 2004)*

9M3D Additional Performance Evaluation Reports may be required at any time by the Chancellor or designee. The employee will be notified of any work deficiencies in advance of additional evaluation(s).

9M4 **Transfer and Reassignment** *(Revised February 11, 2010)*

9M4A A transfer is a change of college within the district or satellite location within a college, that constitutes a distance greater than ten (10) miles, without a change in job classification. A reassignment is a change in the department, location or workstation within the same college or satellite location without a change in job classification. Transfers and reassignments may be either voluntary or involuntary.

9M4B A voluntary transfer is an employee request for a change of college or satellite location without a change in job classification. A voluntary transfer must have the approval of the Chancellor/College President(s) or designee(s).

9M4C A voluntary reassignment is an employee request for a change of department or work location at the same college or satellite location without a change in job classification. A voluntary reassignment must have the approval of the Chancellor/College President or designee.

9M4C1 All vacancies eligible for voluntary transfer or reassignment will be posted electronically and noticed to employees groups via e-mail for at least five (5) working days. Unit employees making a request for either a transfer or reassignment must do so formally on the appropriate form supplied by the District Human Resources Office.

9M4C2 Unit employees who have a valid transfer or reassignment request on file with the Human Resources Office will be considered with all in-house candidates for any vacancy in the same job classification.

9M4C3 A valid transfer or reassignment request is good for one (1) year following the date of receipt by the Human Resources Office.

9M4C4 Probationary employees are not eligible for voluntary transfer or reassignment.

9M4C5 Denial of a request for transfer or reassignment is not subject to the grievance process.

9M4D An involuntary transfer is movement from one college to another, or from the District Office to a college within the district. An employee may not be involuntarily transferred for retaliatory, punitive or discriminatory reasons, or in an arbitrary or capricious manner. *(Revised February 11, 2010)*

9M4E An involuntary reassignment shall be defined as a change in an employee's workstation, location, or department without a change in classification, brought about by the District without the employee's request.

9M4E1 An employee who is to be involuntarily reassigned and CSEA, as the exclusive representative, shall be given notification of an involuntary reassignment at least thirty (30) days prior to the effective date of reassignment. Such notice shall be in writing and shall include the reasons for the involuntary reassignment.

9M4E2 If requested by the employee, the employee to be involuntarily reassigned shall be given the opportunity to meet with his/her supervisor to discuss the reasons for the involuntary reassignment. The employee shall be entitled to have a CSEA representative present at such a meeting.

9M4E3 An involuntary reassignment shall not result in a change of hours, compensation, classification, workload, seniority, or fringe benefits for the impacted employee. An employee subject to an involuntary reassignment shall be afforded a reasonable amount of time [not less than six (6) months from the date of the involuntary reassignment] to transition into the new assignment prior to receiving any further performance-related evaluation. During the transition period, the District shall make available necessary training related to the

new assignment.

9M4E4 In cases of emergency or in order to address an unforeseen urgent student need, the District may temporarily involuntarily reassign an employee, for a period not to exceed fifteen (15) working days, without first adhering to Sections **9M4E1**, **9M4E2**, **9M4E3** above. The impacted employee and CSEA shall be notified of such an involuntary reassignment and the reasons for said involuntary reassignment as soon as possible, but not later than within five (5) days of the reassignment. Further, an opportunity to meet with the supervisor to discuss the reasons for the involuntary reassignment shall be provided within five (5) days of the reassignment. An employee so assigned shall not be negatively evaluated as a result of the temporary involuntary reassignment or its effects upon workload upon return.

9M4E5 CSEA and any impacted employee shall have the right to enforce the above parameters pursuant to the grievance process as stated in the CSEA collective bargaining agreement. Such a grievance shall commence at Level II of said process.

9M5 **Promotion** *(Revised November 10, 2011)*

9M5A Promotion means placement in a classification in the bargaining unit with a higher salary range through application for a vacant or newly created position.

9M5B Promotions shall occur from those personnel with the training, demonstrated skills, ability and performance record.

9M5B1 Employees will be notified of existing vacancies through the posting process and must adhere to the posted time lines to be considered. Vacancies will be posted to employees and outside applicants simultaneously unless the vacancy falls under the exceptions listed in Title 5 regulations, section 53021. In-house applicants who meet the minimum qualifications for the position will be granted an interview *(Revised November 10, 2011)*

9M5B2 The District shall require such examinations and/or performance tests as deemed necessary to determine eligibility for the position.

9M5B3 If a posted position is not filled by an in-house candidate, that applicant shall be notified as to the reason. The employee may request the reason be put in writing. The reasons given for not promoting an in-house candidate will not be subject to the grievance process. *(Revised November 20, 1997)*

9M5C A permanent or probationary employee promoted to a higher classification shall be placed on the lowest step of the new range which will give at least a five percent (5%) increase in salary, but no higher than Step E.

9M5C1 The salary increase shall be effective on the first date of paid service in the new position.

9M5C2 Annual increment increases will be based on the original increment date.

9M5D A unit member who is promoted shall serve a one-year trial period in the higher classification and shall be evaluated at least twice. If the District determines that the employee has not successfully served during the trial period in the promotional position, or if the employee requests, the employee shall be returned to his or her original position, which may result in the bumping, displacement, or layoff of less senior employees.

9M6 **Reclassification** *(Revised February 11, 2010)*

9M6A Positions may be reclassified through structural reorganization, or review through the Job Analysis System *(Revised February 11, 2010)*

9M6A1 **Reorganization**--Any campus-based reorganization requires advance written approval of the College President and the Chancellor. Any District-based/ District Office reorganization requires advance written approval of the Chancellor. When the duties of positions in a unit have been changed due to a

redistribution of tasks and/or responsibilities approved by the College President/Chancellor, the affected positions shall be reviewed by the College Human Resources Officer within thirty (30) days of the reorganization. It is the responsibility of the College President/Chancellor or designee to notify the Exclusive Representative when reorganization is being considered. The Exclusive Representative will be given an opportunity to provide input on the proposed reorganization. When the duties of positions in a unit have been changed due to a redistribution of tasks and/or responsibilities approved by the Chancellor, the affected positions shall be reviewed by the District Human Resources Officer within thirty (30) days of reorganization and again at six (6) months after the reorganization. Upon CSEA's demand to negotiate the effects within the scope of bargaining (wages, hours, working conditions) of a reorganization, the District shall not implement the proposed reorganization until the negotiations process has been completed. Grievances relative to reorganization shall begin at Level III. (For further clarification in steps to reorganization, see **Appendix C.**) *(Revised June 2, 2004)*

9M6A1A The purpose of the review is (1) to determine if the duties are consistent with the current classification or if the duties have been changed so as to have moved the position into a new classification, and (2) to prepare a recommendation.

9M6A1B The College Human Resources Officer or the District Human Resources Officer shall forward the recommendation to the Chancellor or designee.

9M6A1C If the Chancellor determines that there is sufficient justification for a change in classification, that recommendation will be presented to the Board of Trustees for its determination.

9M6A1D All reclassification changes occurring as a result of reorganization during the academic year shall become effective on the date that the reorganization is fully implemented. For employees that are y-rated, these adjustments will not occur until the reorganization is fully implemented. Employees that are y-rated due to reorganization will be placed on the thirty-nine-month (39-month) rehire list. *(Revised June 2, 2004)*

9M6A1E Any permanent or probationary employee who is reclassified to a higher-ranked classification shall be moved in accordance with 9M5C. *(Revised February 11, 2010)*

9M6A1F Annual increment increases will be based on the original increment date.

9M6A1G The reclassification or failure to reclassify a position or job family shall not be subject to the provisions of **Article 9P--Grievance Procedure**. *(Revised June 2, 2004)*

9M6A1H Grievances related to the reorganization articles shall begin at Level III. *(Added June 2, 2004)*

9M6A2 **Job Analysis System**--Recognizing that classified positions change through the gradual accretion of duties and responsibilities, the District will provide a review of all classified positions at the request of individual employees and on a voluntary basis *(Revised February 11, 2010)*:

9M6A2A To be considered for review a classified employee must complete the District's Job Analysis Questionnaire (JAQ), obtain the required signatures and/or

comments and return it to the College Human Resources Office between January 1 and February 29.

9M6A2B The District Human Resources Office will have the responsibility for employing an outside professional expert to evaluate the bargaining unit employee JAQ's and submit a written report of findings and recommendations to the District Human Resources Department. The report will be reviewed with the Chancellor's Cabinet for final action. In the event that the Chancellor's Cabinet makes a determination not recommended by the professional expert/consultant, the Human Resources administrator will obtain sufficient information to prepare a report of the District's determination. Such information shall be available to CSEA and the affected employee upon written request. *(Revised February 11, 2010)*

9M6A2C Any changes to employee classifications that occur as a result of the JAQ analysis shall be implemented on July 1 of the calendar year in which the request was submitted to the District Human Resources Department. *(Revised February 11, 2010)*

9M6A2D The following general provisions apply to the Job Analysis System.

9M6A2D1 The reclassification or failure to reclassify a position or job family shall not be subject to the provisions of **Article 9P-- Grievance Procedure.**

(Revised June 2, 2004)

9M6A2D2 If, as a result of review, the assigned salary range of a position/classification is reduced, the District agrees to negotiate with CSEA on the salary. *(Revised February 11, 2010)*

9M6A2D3 Reclassifications are subject to the approval of the Board of Trustees.

9M6A2D4 Any permanent or probationary employee who is reclassified shall be moved in accordance with Article 9M5C. *(Revised February 11, 2010)*

9M6A2D5 Step advancement on the Classified Salary Schedule through Step E will be awarded annually based on the original increment date of the affected employee. *(Revised February 11, 2010)*

9M6A3 The District may, review unit member job classifications to ensure currency of job tasks performed, the skills required to perform job duties, the technology utilized in performing job duties, the potential impact of that review on job classification and job family, and market competitiveness. The District agrees to initiate the wage/class study referenced above no later than the 2010/11 fiscal year. The cost of the study will be borne by the District. CSEA will be entitled to provide input into

the selection of the study consultant. *(Revised February 11, 2010)*

In the event that job description requires salary modifications as a result of this review, the District shall, meet and negotiate with CSEA on such changes. Human Resources Department shall have the modifications reviewed by a professional expert/consultant to ensure consistency within the affected classification and between the affected classification and comparable classifications. *(Revised February 11, 2010)*

9M6B If, as a result of reclassification or reorganization, the District proposes to abolish a position or class of positions, it shall notify CSEA in writing. CSEA reserves the right to negotiate the effects of the elimination of a position classification. *(Revised February 11, 2010)*

9M7 **Demotion** *(Revised November 20, 1997)*

9M7A Demotion means placement of an employee in a position of lesser responsibilities and a lower salary range. Demotion may result from (1) incompetency or inefficiency in the performance of the duties of his/her position, (2) revocation of any license needed for employment in a specific position, or (3) incapacity due to mental or physical disability, as determined by a medical examination.

9M7A1 A classified employee may be demoted for cause by the Board of Trustees upon recommendation of the Chancellor.

9M7A1A The Chancellor shall give notice of intention to demote a permanent classified employee for cause thirty (30) calendar days prior to the effective date of the demotion.

9M7B A voluntary demotion may be requested by a member of the classified service for personal reasons or *in-lieu* of a layoff.

9M7B1 The request for voluntary demotion for personal reasons must be in writing and should state the

reasons for and the date of the desired demotion. Copies of the request are to be filed with the College President or designee and the College Human Resources Officer thirty (30) calendar days prior to the proposed demotion. The Association shall be notified prior to implementing a demotion.

9M7B2 The College President or designee, subsequent to consultation with the employee, will forward recommendations regarding the voluntary demotion to the Chancellor or designee for appropriate action.

9M7B3 In the event of a voluntary demotion for personal reasons, or a demotion *in-lieu* of layoff, an employee shall be placed on the step in the lower salary range that is closest to his/her current salary. (*Revised June 2, 2004*)

9M7B4 If an employee, after receiving a voluntary demotion, desires to apply for a promotional position which he/she once held, said employee shall be deemed to have met the minimum qualifications for the position and shall be required to go through the promotional process under this agreement. An exception will be made if the job classification has been substantially altered.

9M7C An employee who accepts a voluntary demotion *in-lieu* of a layoff will retain the right to the former classification in the event of an open position for the statutory period provided by Education Code 88117.

9M7D An employee accepting a voluntary demotion for personal reasons or an *in-lieu* demotion will retain all vacation leave and seniority benefits accrued while in his/her former classification but such benefits shall be paid at the salary range of the lower position.

9M8 **Progressive Discipline** (*Added June 2, 2004*)

9M8A Progressive discipline is a strategy for taking positive steps for developing and stimulating employee performance. Supervisors

are responsible for ensuring that progressive discipline is constructively and consistently carried out. Progressive discipline enables supervisors to assist employees to meet performance standards and adhere to established rules, procedures and expectations of job behavior. The intent of positive and progressive discipline is to be objective, fair, reasonable, and confidential. The rule of thumb regarding the use of progressive discipline is that the employee should:

- Be informed of performance standards and job behavior expected on the job;
- Be given immediate feedback on any problems of job performance or behavior;
- Usually be given one (1) oral warning that is documented and maintained by the supervisor;
- If the offense is not illegal or unsafe, be given up to three (3) written letters of reprimand after the initial oral warning has been given;
- Be given three (3) to five (5) days suspension without pay as part of the third (3rd) letter of reprimand;
- Be terminated from employment with the District with the fourth (4th) letter if the performance or job behavior problem continues after the third (3rd) letter.

9M8B Steps in Progressive Discipline

9M8B1 Supervisors should ensure that all employees understand performance/behavior expectations for the job and pertinent policies and procedures. (Including formal and informal staff meetings, one-on-one coaching, written memos. Maintain records of how and when employees were notified.)

9M8B2 If a violation of rules or provisions of the contract or inadequate job performance occurs, the immediate supervisor should conduct an informal meeting or conference with the employee in question. At this point, the informal meeting should be an open and

candid discussion. This meeting should be private and confidential, but the supervisor should make a record of the meeting and the outcome. This record should be filed in a secure place to ensure confidentiality and access for future reference, if necessary.

9M9 **Suspension** *(Revised November 20, 1997)*

9M9A Suspension means either temporary removal of an employee from the position held with or without pay as a disciplinary measure or removal preliminary to investigation of charges pending demotion or dismissal. The grounds for suspension are enumerated under **Policy 9M10E**. *(Revised June 2, 2004)*

9M9B Suspensions become effective on the date specified in the notice of suspension issued by the Chancellor or designee. The notice shall be in writing stating the causes and shall be served upon the permanent classified employee personally or by U.S. certified mail, addressed to the employee at the last known address provided to the College President or designee; a copy shall be sent to CSEA.

9M10 **Dismissal** *(Revised November 20, 1997)*

9M10A Dismissal means permanent removal of an employee by the District from his/her position for cause in accordance with the provisions of the Education Code and the Kern Community College District Board Policy Manual.

9M10B Permanent employees will receive at least thirty (30) calendar days written notice from the effective date of the dismissal by the Chancellor or designee.

9M10C No person in the permanent classified service shall be dismissed except for cause as designated in this policy or by law.

9M10D A permanent classified employee of the District charged with immoral conduct, or a felony crime involving moral turpitude, or violation of Section 1028 of the Government Code may

immediately be suspended from his/her duties by the Board of Trustees which instructs the District Chancellor to give notice of suspension. Thirty (30) calendar days after service of notice of suspension, he/she will be dismissed unless a demand for hearing is filed.

9M10E One (1) or more of the following causes or similar ones not enumerated shall be grounds for dismissal or suspension of any person employed in the classified service:

9M10E1 Incompetency or inefficiency in the performance of the duties of his/her position.

9M10E2 Insubordination or unethical or disgraceful conduct while on duty (including, but not limited to, refusal to do assigned work).

9M10E3 Carelessness or negligence in the performance of duty or in the care or use of District property.

9M10E4 Offensive or abusive conduct.

9M10E5 Dishonesty.

9M10E6 Possession of alcoholic beverages while on or in District property. Drinking alcoholic beverages while on duty or report for duty while intoxicated.

9M10E7 Possession or use of narcotics or controlled substances without prescription.

9M10E8 Conviction of any criminal offense or of a misdemeanor involving moral turpitude.

9M10E9 Conviction of a sex offense as defined in the Education Code Sections 88022, 87009, and 87010.

9M10E10 Has been charged with an immoral or criminal act.

9M10E11 Revocation of any license needed for employment in a specific position.

9M10E12 Repeated and unexcused absence or tardiness or the documented abuse of sick leave privileges.

9M10E13 Absences from duty without proper authorization.

9M10E14 Abandonment of position.

9M10E15 Incapacity due to mental or physical disability, to be determined by a medical examination.

9M10E16 Falsifying any information supplied to the District, including, but not limited to, information supplied on applications forms, employment records, time sheets or cards, absence forms, or any other District records.

9M10E17 Persistent violation or refusal to obey safety rules or regulations or training mandated by the District Injury and Illness Prevention Program or by any appropriate state, federal or local governmental agency.

9M10E18 Offering of anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.

9M10E19 The use, threat to use, or attempt to use political influence in securing promotion, leave-of-absence, transfer, change of range, step or character of work.

9M10E20 Has been induced, has induced, or has attempted to induce an officer or employee in the service of the Kern Community College District to commit an unlawful act or to act in violation of any lawful and reasonable departmental or District regulation or order; or has taken any fee, gift or other valuable thing in the course of his/her work or in connection with it, for his/her personal use from any citizen when such fee, gift or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than that accorded other citizens.

9M10E21 Willful or persistent violation of the Education Code

or rules of the Board of Trustees.

9M10E22 Advocacy of or membership in any group which advocates overthrow of federal, state or local government by force, violence or other unlawful means.

9M10E23 Termination of CSEA membership for the duration of the current Contract.

9M11 Appeal of Demotion, Suspension, and Dismissal (*Revised June 16, 1994*)

9M11A Permanent employees shall have the right to file an appeal and demand a hearing before the Board of Trustees within ten (10) working days from the date of service of the notice or demotion, suspension, or dismissal. After the notice of appeal has been filed, the Board of Trustees shall hold a hearing, at which time the appellant may appear personally, produce evidence and have counsel. The Board may affirm, modify or revoke the recommendation made by the Chancellor or designee.

9M11B The Board of Trustees shall issue a decision, including findings for each charge within a thirty (30) calendar-day period following the hearing. The Board's decision shall specify any disciplinary action(s) to be imposed.

9M12 Layoffs and Reductions in Hours (See **Policy 9M7**, Demotion) (*Revised June 2, 2004*)

9M12A Nothing in these policies shall be construed to prevent layoffs or a reduction in hours for a particular position because of lack of work or lack of funds. CSEA retains the right to negotiate the effects of layoffs and the decision to reduce hours and the effects of the reduction in hours.

9M12B In all layoff situations the order of layoff within the class shall be made on the "length of service." *Length of service* shall be defined as the hire date with the District. (*See Displacement Criteria, **Appendix D***) (*Revised June 2, 2004*)

9M12B1 Employees who take a voluntary demotion *in-lieu* of layoff shall be entitled to bump into a lower classification in which they held permanency in accordance with applicable Education Code provisions, or into the same job family for which they hold qualifications.

9M12B2 Employees laid off because of lack of work or lack of funds are eligible for re-employment for a period of thirty-nine (39) months and shall be re-employed in preference to new applicants.

9M12C Prior to any Board action to layoff employees, the District shall notify CSEA in writing.

9M13 Re-employment and Retirement (*Revised November 20, 1997*)

9M13A Notwithstanding any other provision of law, any person who was subject to being or was in fact laid off for lack of work or lack of funds and who elected service retirement from the Public Employees Retirement System (PERS) shall be placed on the thirty-nine (39) months re-employment list. The District shall notify the Board of Administration of Public Employee's Retirement System of the fact that retirement was due to layoff for lack of work or of funds. If he/she is subsequently subject to re-employment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed his/her request for reinstatement from retirement.

9M13B Any employee who is laid off and is subsequently eligible for re-employment shall be notified in writing by the District of any opening for which he/she is eligible. Notice shall be sent by certified mail to the last address given the District by the employee, and a copy shall be sent to CSEA by the District, which shall acquit the District of its notification responsibility.

9M13B1 An employee who has been placed on a thirty-nine-month (39-month) re-employment list as provided for herein will be notified when the next available job in the same job classification and the same number of hours is available. Should the employee wish to be

notified of the next opening in the same classification with less hours, the employee must notify the College Human Resources Officer in writing. An employee may change the number of hours he/she is willing to accept in the same classification. Should the employee not accept the offered position he/she shall be terminated or deemed permanently retired.

9M13B2 An employee shall notify the District of his/her intent to accept or refuse re-employment within ten (10) working days following receipt of the offer of re-employment.

9M13C Employees shall be re-employed in the highest rated job classification available in accordance with their former class seniority. Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) months right to the higher paid position.

9M13D Any employee who is laid off due to a procedural error shall be re-employed immediately upon discovery of the error with full compensation, including loss of wages, vacation, and sick leave from the date it was discovered that the employee should have been re-employed.

9M13E Upon return to work, all time during which an individual is laid off shall be counted for seniority purposes not to exceed thirty-nine (39) months, except that during such time the individual will not accrue vacation, sick leave, holidays or other leave benefits.

9M14 Break in Service *(Revised June 16, 1994)*

9M14A No paid absence will be considered as a break in service and all benefits shall continue to accrue unless specifically restricted by this Agreement. *(Revised June 21, 2000)*

- Unpaid absences allowable under this agreement or by statute will not be considered as a break in service.

9M14B If an employee returns to work from a layoff within the thirty-

nine-month (39-month) period, the layoff shall not be considered a break in service.

9M14C An employee who resigns or has been terminated and is rehired within the thirty-nine-month (39-month) period shall have his/her original *hire-date* used for seniority purposes. *(Revised November 20, 1997)*

9M14C1 Employees who resign or have been terminated and who elect to be re-employed must go through the hiring process. *(Added June 2, 2004)*

9M14D The employee shall earn seniority for the purposes of usage in this Agreement while serving in another CSEA represented bargaining unit of the Kern Community College District.

9M15 Vacant Positions *(Revised June 16, 1994)*

9M15A The District agrees to notify CSEA in writing when leaving a bargaining unit position vacant.

ARTICLE 9N--CONTRACTING AND BARGAINING UNIT WORK

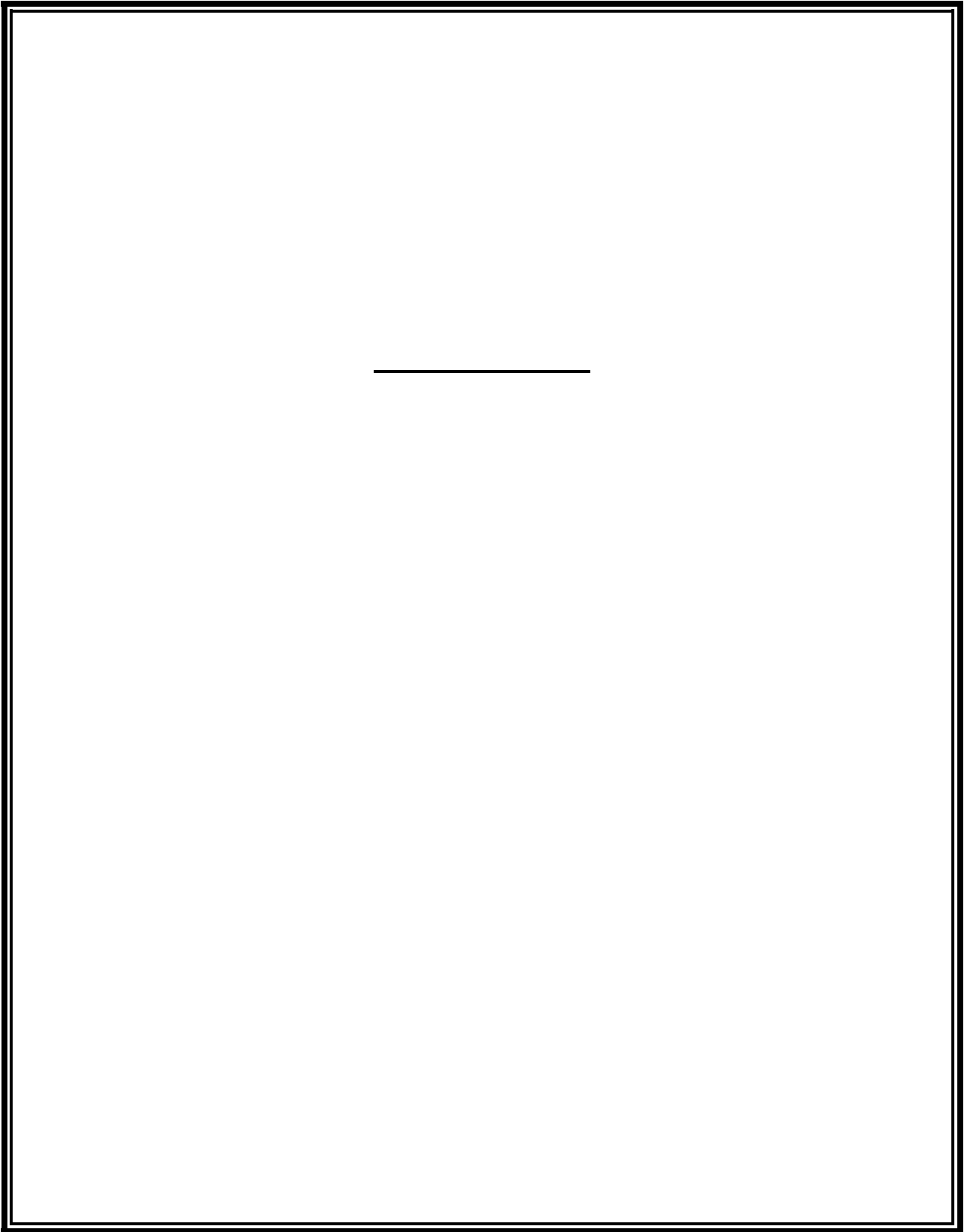
9N1 Any contract for services will be in compliance with all of the provisions of Education Code Section 88003.1. *(Revised January 26, 2006)*

9N2 No supervisory or management employee may perform any work within the job description of a bargaining unit employee to the extent of replacing bargaining unit employees.

9N3 Every position not defined by the regulations of the Board of Governors as an academic position, and not specifically exempted from the classified service, according to the provisions of Education Code section 88003 or 88076, shall be a part of the classified service. These positions may not be designated as academic by the governing board of a district, nor shall the assignment of a title to any such position remove the position from the classified service. *(Added January 26, 2006)*

ARTICLE 9O--COMPLAINT PROCEDURE

9O1 *Complaint* is a problem that an employee desires to be resolved that is not



RANGE	STEP A (1)	STEP B (2)	STEP C (3)	STEP D (4)	STEP E (5)	L-1 (11) 10Yr Longevity	L-2 (16) 15Yr Longevity	L-3 (20) 19Yr Longevity	L-4 (26) 25Yr Longevity
44.0	21.7788	22.8144	23.9231	25.1784	26.4127	27.7412	29.0907	30.5656	31.4965
44.5	22.2599	23.3374	24.5404	25.7537	27.1240	28.3898	29.8124	31.3291	32.2602
45.0	22.8144	23.9231	25.1784	26.4127	27.7412	29.0907	30.5656	32.0928	33.0551
45.5	23.3374	24.5404	25.7537	27.1240	28.3898	29.8124	31.3291	32.9297	33.9129
46.0	23.9231	25.1784	26.4127	27.7412	29.0907	30.5656	32.0928	33.7037	34.7183
46.5	24.5404	25.7537	27.1240	28.3898	29.8124	31.3291	32.9297	34.5824	35.6285
47.0	25.1784	26.4127	27.7412	29.0907	30.5656	32.0928	33.7037	35.3879	36.4548
47.5	25.7537	27.1240	28.3898	29.8124	31.3291	32.9297	34.5824	36.2979	37.3754
48.0	26.4127	27.7412	29.0907	30.5656	32.0928	33.7037	35.3879	37.1452	38.2749
48.5	27.1240	28.3898	29.8124	31.3291	32.9297	34.5824	36.2979	38.0971	39.2373
49.0	27.7412	29.0907	30.5656	32.0928	33.7037	35.3879	37.1452	38.9967	40.1683
49.5	28.3898	29.8124	31.3291	32.9297	34.5824	36.2979	38.0971	39.9800	41.1725
50.0	29.0907	30.5656	32.0928	33.7037	35.3879	37.1452	38.9967	40.9110	42.1453
50.5	29.8124	31.3291	32.9297	34.5824	36.2979	38.0971	39.9800	41.9675	43.2332
51.0	30.5656	32.0928	33.7037	35.3879	37.1452	38.9967	40.9110	42.9926	44.2897
51.5	31.3291	32.9297	34.5824	36.2979	38.0971	39.9800	41.9675	44.0491	45.3881
52.0	32.0928	33.7037	35.3879	37.1452	38.9967	40.9110	42.9926	45.1475	46.4968
52.5	32.9297	34.5824	36.2979	38.0971	39.9800	41.9675	44.0491	46.2772	47.6580
53.0	33.7037	35.3879	37.1452	38.9967	40.9110	42.9926	45.1475	47.4383	48.8610
53.5	34.5824	36.2979	38.0971	39.9800	41.9675	44.0491	46.2772	48.6308	50.0849
54.0	35.3879	37.1452	38.9967	40.9110	42.9926	45.1475	47.4383	49.7919	51.2773
54.5	36.2979	38.0971	39.9800	41.9675	44.0491	46.2772	48.6308	51.0577	52.5849
55.0	37.1452	38.9967	40.9110	42.9926	45.1475	47.4383	49.7919	52.3966	53.9552
55.5	38.0971	39.9800	41.9675	44.0491	46.2772	48.6308	51.0577	53.6100	55.2209
56.0	38.9967	40.9110	42.9926	45.1475	47.4383	49.7919	52.3966	54.9804	56.6331
56.5	39.9800	41.9675	44.0491	46.2772	48.6308	51.0577	53.6100	56.2984	57.9720
57.0	40.9110	42.9926	45.1475	47.4383	49.7919	52.3966	54.9804	57.7419	59.4888
57.5	41.9675	44.0491	46.2772	48.6308	51.0577	53.6100	56.2984	59.1750	60.9428
58.0	42.9926	45.1475	47.4383	49.7919	52.3966	54.9804	57.7419	60.6604	62.4805
58.5	44.0491	46.2772	48.6308	51.0577	53.6100	56.2984	59.1750	62.1249	63.9973
59.0	45.1475	47.4383	49.7919	52.3966	54.9804	57.7419	60.6604	63.7149	65.6291
59.5	46.2772	48.6308	51.0577	53.6100	56.2984	59.1750	62.1249	65.3048	67.2715
60.0	47.4383	49.7919	52.3966	54.9804	57.7419	60.6604	63.7149	66.9367	68.9451

