

**HARTNELL COMMUNITY COLLEGE DISTRICT
SUPERVISORY EMPLOYEE
TERMS AND CONDITIONS OF EMPLOYMENT**
effective 7/1/07

I.

HARTNELL COMMUNITY COLLEGE DISTRICT
SUPERVISORY EMPLOYEE TERMS AND CONDITIONS OF EMPLOYMENT

purpose of computing the hours worked, time during which the employee is excused from work because of holidays, sick leave, vacation, or other paid leave of absence shall be considered as time worked by the employee.

4. When an employee has a regularly scheduled work week consisting of some days in excess of eight hours, but totaling forty hours per week or less, overtime shall be paid only for those hours worked in excess of ten hours in any one day, or forty hours in any one week.
5. Compensatory Time Off
 - a. Supervisory employees may be granted, by their supervisor, compensatory time off for overtime work at the same prorated ratio as overtime cash payment. Such requests for compensatory time off (rather than overtime pay) shall be submitted in writing to the immediate supervisor within five working days following the day the overtime was worked.
 - b.

HARTNELL COMMUNITY COLLEGE DISTRICT
SUPERVISORY EMPLOYEE TERMS AND CONDITIONS OF EMPLOYMENT

Board approved 12/5/06; effective 7/1/07

- count the last month of service for vacation allowance, the employee must have worked beyond the fifteenth day of the month.
3. Vacation allowance will not be credited until an employee has completed six consecutive months of employment.
 4. All vacation time shall be scheduled and approved in writing and shall be taken at a time mutually acceptable to both the employee and the District.
 5. Upon separation from District employment, vacation allowance accrued but unused shall be paid at the regular salary rate existing on the separation date, provided the employee has completed six consecutive months of employment. If an employee is re-employed after termination, he/she shall accrue vacation under Section II.A.1 as if he/she were a first time employee unless violative of the Education Code.
 6. Vacations must be taken by August 31, fourteen months following the end of the fiscal year in which it was earned. Vacation earned but not taken will be lost, unless the District did not permit earned vacation to be taken or unless special permission is granted by the Superintendent-President or his/her designee. If earned vacation is not permitted to be taken, the District shall allow accrual or shall pay off the vacation.
 7. Employees with sixty months or more of service with the District may, with permission of the Superintendent-President or designee, interrupt or terminate their vacation for the purpose of commencing sick leave or injury leave.
 8. If an employee is not permitted, due to District needs, to take full accumulated vacation, the amount not taken shall accumulate for use in the next fiscal year. In no case, however, may an employee accrue more than thirty days vacation leave, unless specifically approved by the Superintendent-President or designee.
 9. No employee may normally take vacation leave in excess of twenty consecutive working days without having scheduled the leave at least six months in advance, and/or, with approval of the Superintendent-President or designee.
 10. Mandated vacation will not be deducted from pay if the employee does not have enough accrued vacation, unless the person's employment is terminated and he has not earned the vacation that has been used. Mandated vacation used but unearned will be deducted from vacation days that will be earned in the future.

B. Sick Leave

1. Employees employed forty hours/week shall be entitled to eight hours of sick leave per month of service during the fiscal year. Employees employed less than forty hours/week shall be entitled to sick leave in proportion as the number of hours per week worked is to 40. No overtime worked shall apply towards earning or accruing sick leave.
2. 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. Credit for leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the year. New employees of the District shall not be eligible to take more than six days or the proportionate amount to which they may be entitled under this policy, until the first day of the calendar month after completion of six complete months of active service with the District.
3. A new employee must start work on or before the fifteenth of the leave month in order for that month to be counted in computing sick leave.
4. Sick leave may be accumulated indefinitely and without limitation. At termination of employment, unused sick leave shall not be reimbursed. However, nothing herein shall preclude the use of unused sick leave as credit toward retirement, pursuant to PERS rules and regulations.
5. Sick leave may be used for visits to medical doctors, dentists, podiatrists, optometrists, physical therapists, acupuncturists, chiropodists, chiropractors, psychiatrists, Christian Science practitioners, and pastors. Such leave shall be reasonably scheduled so as to interfere as little as possible with operations of the District and shall be of reasonable duration.
6. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as a condition of illness.
7. Employees must be in active employment or on paid leave to earn or use sick leave. Sick leave may be applied only on those days when the employee is required to report for duty but cannot do so because of illness or injury.

HARTNELL COMMUNITY COLLEGE DISTRICT
SUPERVISORY EMPLOYEE TERMS AND CONDITIONS OF EMPLOYMENT

8. When an employee terminates employment with the District, days or hours of sick leave used in excess of those to which he/she is entitled shall be deducted from final salary payment.
9. Employees must notify their immediate supervisor in advance of any scheduled absence due to medical or dental appointments provided in subsection 5.
10. Accumulated sick leave may not be taken as vacation.
11. Only that period of illness immediately prior to the death of any employee is claimable as sick leave benefit by the estate.
12. Each employee shall once a year be credited with a total of 100 non-accumulative work days of paid sick leave, to be used for a serious non-work related illness or injury which necessitates the employee's absence from work on a continual basis, for an extended period of time. The 100 day benefit commences running on the 13th day of absence and runs concurrently with the use of other full-time pay leave. Each day of the sick leave, provided herein, shall be compensated at the rate of fifty percent (50%) of the employee's regular salary.
13. In order to protect against wrongful use of sick leave or to determine whether an employee is capable of performing his/her duties without risking his/her health, whenever the Superintendent-President or his/her designee reasonably suspects wrongful use of sick leave or inability of an employee to perform his/her duties without risking the employee's health, the Superintendent-President or his/her designee may require an employee to provide verification of the need for and/or use of sick leave, including a certification from the employee's physician that the employee was examined on or before the day of absence and found to be ill or injured to such a degree that the employee should not work on the day of absence. The District may also require an employee to be examined by a licensed health care professional retained by the District in order to verify the need for and/or use of sick leave or the employee's fitness to return to duty.
14. A permanent employee who has exhausted all entitlement to sick leave, vacation, compensatory time off, overtime, and all other available paid leave and is absent because of a non-industrial injury or illness, may submit a written request to the Director of Human Resources and Staff Diversity to be placed on extended sick leave without pay for a period not to exceed six months. At

HARTNELL COMMUNITY COLLEGE DISTRICT
SUPERVISORY EMPLOYEE TERMS AND CONDITIONS OF EMPLOYMENT

HARTNELL COMMUNITY COLLEGE DISTRICT
SUPERVISORY EMPLOYEE TERMS AND CONDITIONS OF EMPLOYMENT

- a. An employee, who uses less than two days of his/her sick leave earned January 1 and June 30, shall earn one day to be credited to the employee on July 1.
- b. An employee, who uses less than two days of his/her sick leave earned July 1 and December 31, shall earn one day to be credited to the employee on January 1.
- c. Well days/hours must be taken within twelve (12) months after the date it is credited. Well days/hours earned but not taken will be lost unless special permission is granted by the Superintendent/President or designee.

III. MILEAGE ALLOWANCE

Supervisory employees who use privately owned vehicles for official business with prior approval of their supervisor, shall be reimbursed for mileage at the current IRS rate per mile. Reimbursement shall be made pursuant to standard college mileage claim forms.

IV. PROFESSIONAL GROWTH

A. The policy of the District shall be to encourage continued and active participation on the part of supervisory employees in a program of professional growth activities designed to improve service to students, the District, and the personal development of the employee. Professional growth is designed as a continuous, purposeful program of study/training to retain and extend the high standards of the supervisory employees. The purpose of this program shall be:

1. To improve the standard of service of the supervisory staff;
2. To extend and constantly improve the standards of on-the-job performance;
3. To provide opportunities for personal growth and advancement and thereby exert a concerted effort to retain qualified supervisory personnel.

B. The policy shall be interpreted and implemented as follows:

1. Professional growth credit shall be given for relevant college level unit course work. Credit may be obtained for non-collegiate course work, but in order to obtain such credit, the employee must obtain prior approval of the work and prior assignment of credit to

HARTNELL COMMUNITY COLLEGE DISTRICT
SUPERVISORY EMPLOYEE TERMS AND CONDITIONS OF EMPLOYMENT

- such work (assuming successful completion) from the immediate supervisor and the Director, Human Resources and Staff Diversity.
2. Professional growth credit will be provided for course work completed on the employee's own time. Released time for on-the-job training to participate in study/course work, etc., shall not result in professional growth credit.
 3. Professional growth credit shall be given only for that course work begun and completed subsequent to the effective date of the Agreement into which this proposal is incorporated.
 4. All course work for professional growth shall be job-related or related to advancement to another supervisory or management job and subject to prior approval of the employee's immediate supervisor and the Director, Human Resources and Staff Diversity. The burden of proof of job-professional growth credit rests with the employee.
 5. Upon promotion of the employee to a new classification, the units completed for professional growth credit shall be reviewed by the new supervisor and the Director, Human Resources and Staff Diversity.
 - a. If units were gained completing courses which provided employee with prerequisite skills for the new position, the professional growth credit will not be carried over.
 - b. If the credit is not job-related to the new position, the credit will not be carried over.
 6. The District shall have the right to require appropriate course work as part of any professional growth program for an employee.
 7. An employee shall have three years in which to complete any cycle of professional growth. Units will not be carried over if the cycle is not completed within the three years.
 8. Upon completion of nine units (within the three-year timeline commencing on the effective date of this document), the employee shall be eligible for the first step of the professional growth increment.
 9. Upon completion of an additional nine units (within the three-year timeline), the employee shall be eligible for a second step of the professional growth increment. There is a maximum of two (2)

