

Los **R**ios **C**ommunity **C**ollege **D**istrict

Collective Bargaining Agreement With

Los **R**ios **C**lassified **E**mployees **A**ssociation

July 1, 2008 – June 30, 2011

Los Rios Community College District
Agreement with
Los Rios Classified Employees Association
for
July 1, 2008 - June 30, 2011

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Preamble

This collective bargaining agreement (“Agreement”) is made and entered into by and between Los Rios Classified Employees Association (“LRCEA”) and Los Rios Community College District (“District”) under authority of the Educational Employment Relations Act commencing with Section 3540 of the Government Code (“EERA”).

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Article 1: Recognition and Bargaining Unit

1.1 **Recognition**

The District hereby recognizes LRCEA as the exclusive bargaining representative of the White Collar bargaining unit in accordance with Public Employment Relations Board (PERB) Case Number S-R-498, dated June 17, 1977, and as amended thereafter by mutual written agreement.

1.2 **Bargaining Unit**

The White Collar Bargaining Unit (“Bargaining Unit” or “Unit”) consists of all employees in position classifications as listed in Appendix C attached hereto and incorporated by reference as part of this Agreement.

1.2.1 The Bargaining Unit position classifications may be expanded by the District during the term of this Agreement.

1.2.2 The Bargaining Unit shall not have any position classifications removed from it during the term of this Agreement without the express written agreement of LRCEA.

1.2.3 Disputed cases regarding the composition of the Bargaining Unit and additions and/or exclusions into or from the Bargaining Unit shall be submitted to PERB for final resolution.

Article 2: Organizational Rights

2.1 Exclusive Rights

LRCEA is provided the following exclusive organizational rights by the EERA subject to the provisions herein:

2.1.1 Right to Represent Employees in the Unit

LRCEA has the exclusive right to represent employees in the Bargaining Unit over matters involving employee relations with the District.

2.1.2 Access to Employees at Work

LRCEA representatives shall have access to areas in the District where employees in the Bargaining Unit work and shall have access to those employees at reasonable times.

2.1.3 Use of District Bulletin Boards

LRCEA has the use of District bulletin boards to post materials related to LRCEA activities subject to the following:

2.1.3.1 Currency of Postings

All postings shall contain the date of posting and the identification that the posting is authorized by LRCEA.

2.1.3.2 Copy of Postings

A copy of each posting shall be provided to the authorized District representative within a reasonable time of the posting.

2.1.4 Use of District Mailboxes and Mail Distribution System

LRCEA shall have the use of District mailboxes and the District mail distribution system to distribute material related to LRCEA activities provided that such use does not interfere with normal District mail delivery.

2.1.5 Use of District Communications

LRCEA may use the established District communication systems including telephones, email, fax, internet and related systems in a reasonable manner to communicate with unit members and District administration. Such usage is subject to District policies and regulations related to computer use and related privacy expectations for such use. Use of District email for LRCEA business shall not interfere with regular District business conducted with the email system. Use of the District email system does not ensure that all members will have access to a personal computer or a District assigned email account.

2.1.6 Use of District Facilities

LRCEA shall have the use of District facilities and related equipment for the purpose of conducting meetings related to LRCEA activities provided that such meetings shall not displace events scheduled prior to the LRCEA request for use and shall not interfere with District programs and services. LRCEA requests for facility use shall be made to the appropriate District manager/representative at the District work location where the facility use is requested.

2.1.6.1 Use of Employee Rest Space

Facilities for employee rest space (lunch/break areas) will not be scheduled for use if such use interferes with other employee use of the rest space.

2.1.6.2 Facility Use Fee

LRCEA shall not be charged for the use of District facilities provided that the use pertains to rights under the EERB. If the use is for any other reason, LRCEA shall pay a reasonable facility use fee.

2.1.7 LRCEA Meetings

LRCEA meetings not involving the processing of grievances, or meeting and negotiating with the District, or other matters between LRCEA and the District will be conducted by unit members or LRCEA officials outside established employee work hours except that such meetings may be scheduled before or after such work hours and during employee lunch periods.

2.1.8 Release Time – Grievance Processing

A representative of LRCEA may be present at all levels of the grievance procedure if requested by the grievant. Such representative will receive release time from work without loss of compensation in order to represent the grievant at any level of the grievance procedure. This release time shall include a reasonable amount of travel time to and from the representative's work location if the grievance meeting is held at a location other than the representative's work location.

2.1.9 Release Time – Negotiations

LRCEA may designate a reasonable number of LRCEA representatives to serve on the negotiating team for successor agreements. The District will grant reasonable release time without loss of compensation for the LRCEA representatives for at-table contract negotiations. This release time shall include a reasonable amount of travel time to and from the Bargaining Unit member's work location if contract negotiations are held at a location other than the member's work location.

2.1.9.1 Preparation Time – Negotiations

During the period when at-table negotiation meetings between the District and LRCEA are scheduled, two (2) hours per week of release time from work without loss of compensation may be used by a negotiation team member in preparation of such contract negotiation meetings. Each negotiation team member shall provide his or her immediate supervisor/manager reasonable advance notice of such release time and such release time will be granted provided that it does not interfere with the efficient operations of the District.

2.1.10 Exclusive Right to Payroll Deduction

LRCEA shall have the exclusive right to have its membership dues, fair share service fees, and other amounts LRCEA may lawfully charge employees in the Bargaining Unit deducted from the pay of Bargaining Unit employees by the District.

- 2.1.11 *Exclusive Right to Meet and Negotiate*
LRCEA shall have the exclusive right to meet and negotiate with the District over matters within the scope of representation.

2.2 Additional Organizational Rights

LRCEA and the District have agreed on the following additional organizational rights:

- 2.2.1 *Agenda and Minutes of the Board of Trustees*
The LRCEA President and the LRCEA Treasurer will each be forwarded a copy of the complete public agenda for each meeting of the Board of Trustees at the same time that the agenda is provided to District managers. In addition, the LRCEA President and the LRCEA Treasurer will each be forwarded a copy of the official minutes of the Board of Trustees at the same time that the official minutes are provided to District managers.
- 2.2.2 *District Strength Report*
The LRCEA President and the LRCEA Treasurer will each be forwarded a copy of the District classified strength report prepared by the District's Human Resources Office within a reasonable time of the report's preparation.
- 2.2.3 *Release Time – LRCEA Officers*
The District shall provide ten (10) hours of release time per week without loss of compensation to be used by LRCEA officers for LRCEA business. The release time shall be distributed so that the LRCEA President and LRCEA Vice President each receive four (4) hours of such release time per week, and the LRCEA Secretary and LRCEA Treasurer each receive one (1) hour per week. This release time shall not be cumulative from week to week except for the LRCEA Secretary and the LRCEA Treasurer whose accumulated hours must be used within the month they are accumulated as coordinated by their respective managers/supervisors. This release time is in addition to the release time provided in Sections 2.1.8 and 2.1.9 of this Agreement and is in addition to any meeting called by management that the LRCEA President or LRCEA representative is required to attend.
- 2.2.4 *District Conduct with LRCEA Members and Officers*
In accordance with applicable laws, the District agrees that it shall not interfere with, intimidate, restrain, coerce, or discriminate against an employee because of the employee's membership in, or participation in, or holding office in LRCEA.
- 2.2.5 *Salary Change*
The District agrees to meet and negotiate with LRCEA regarding the salary range and the job description for a new job classification or change to a job classification within the Bargaining Unit prior to adopting it or making a change. Any dispute regarding this section shall be subject to the grievance procedure of this Agreement commencing at Level III.
- 2.2.6 *Distribution of Agreement*
The District shall have copies of this Agreement available for distribution to Bargaining Unit members as soon as practicable after this Agreement has been ratified by the parties. At the time of processing, new hires into the Bargaining Unit shall be advised that LRCEA is the exclusive bargaining

representative and will be given a copy of this Agreement with the current list of White Collar position classifications and salary schedules.

2.2.7 Notice of New Employee to LRCEA

Within a reasonable time following processing, the District will provide the LRCEA Treasurer with a copy of a form signed by a new hire verifying that he or she has been provided a copy of this Agreement with the current list of White Collar position classifications and salary schedules. This will be forwarded to the LRCEA Office, addressed to the attention of the Treasurer.

2.2.8 LRCCD Policies and Administrative Regulations

LRCCD Policies and Administrative Regulations are available online at <http://www.losrios.edu/legal/>. The District shall provide LRCEA with one (1) printed copy of LRCCD Policies and Administrative Regulations upon ratification of this Agreement by both parties. Additionally, the District shall provide LRCEA with a printed copy of any adopted changes to LRCCD Policies and Administrative Regulations during the term of this Agreement.

2.2.8.1 Chancellor's Cabinet

Pursuant to Board Policy P-3411, the LRCEA President shall serve as a member of the Chancellor's Cabinet. The Chancellor's Cabinet shall function as the District shared governance group and may take up issues of district level significance, including policy development and implementation, which are not reserved by law, contract or agreement for negotiation, or which may be the responsibility of other groups.

2.2.8.2 Practices and Procedures

When an issue subject to this Agreement is in dispute, LRCEA, upon request, shall have the right to have documentation of any practice or procedure related to the issue in dispute.

2.2.9 Mailing Labels

Upon request, the District will provide LRCEA a set of electronic (e-mail) mailing labels of unit members, quarterly.

Article 3: Organizational Security

3.1 Application to Employees in the Unit and LRCEA

The organizational security provisions described in this article of the Agreement apply to all employees in the Bargaining Unit, to LRCEA, and to the District pursuant to Section 3546 of the EERA.

3.1.1 Agency Shop

The organizational security provisions described in this article of the Agreement constitute an Agency Shop. Within thirty (30) calendar days of the effective date of this Agreement or the employee being employed into a position in the Bargaining Unit, whichever comes first, each employee shall either join LRCEA as a member and pay its membership dues (“dues”), remain a non-member of LRCEA and pay the fair share service fee (“fee”) it charges, or, if qualified pursuant to Section 3546.3 of the EERA, pay the charitable contribution required by this Agreement.

3.1.2 Maintenance of Membership

Each employee who is a member of LRCEA on the effective date of this Agreement or who subsequently becomes a member of LRCEA shall, from that date forward, remain as a member of LRCEA and pay its dues for the duration of this Agreement and in accordance with the EERA.

3.1.3 Religious Objector Claim

Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall file a declaration to that effect with LRCEA and the District within thirty (30) calendar days of the effective date of this Agreement or of the employee being employed into a position in the Bargaining Unit, whichever comes first. Such employee shall not be required to join or financially support LRCEA, except that he or she shall have deducted monthly from his or her paycheck, in lieu of a fair share service fee, a sum equal to such monthly fair share service fee which shall be paid to one of the following charitable organizations designated by the employee:

Sacramento Children’s Home
KVIE Sacramento Public Television
The Los Rios Foundation

3.1.4 Payroll Deduction Authorization

Within the thirty (30) calendar day period described in Section 3.1.1 of this Agreement, each employee shall file an individual payroll deduction authorization form with the District for the automatic payroll deduction of the dues, or the fee, or the charitable contribution. The payroll deduction authorization form shall be mutually agreed to by LRCEA and the District.

3.1.4.1 Prior Employee Authorization

The District shall not require any employee in the Bargaining Unit who is having dues, the fee, or the charitable contribution deducted from his or her pay prior to the effective date of this Agreement to

provide the District with any additional payroll deduction form for such purpose.

3.1.4.2 No Employee Authorization

Should an employee fail or refuse to provide the District with the required payroll deduction authorization form as required by this Agreement, the District shall notify LRCEA of that occurrence in a timely manner. Upon written notice from LRCEA to do so, the District shall commence payroll deduction of the fee from the pay of the employee. LRCEA reserves the right to pursue the collection of said amounts under lawful means.

3.1.5 Changes to Dues or Fee Schedule

LRCEA shall provide the District with a schedule of the dues or the fee for the employees covered by this Agreement not later than September 1 of each year. In the event the District does not receive a schedule by September 1 reflecting changes to the dues or fee schedule, the District shall continue to deduct the amounts as provided under the last schedule.

3.1.6 Annual Notice to Members and Non-Members

LRCEA will provide the annual notices required by the EERA to both members and non-members.

3.1.7 District Payment of Deductions to LRCEA

The District shall forward to LRCEA, within five (5) working days after each payroll distribution date, all LRCEA dues and fees subject to payroll deduction along with appropriate deduction registers.

3.1.8 Hold Harmless

LRCEA agrees to indemnify and hold the District harmless (including reasonable attorneys' fees and costs) against any and all allegations, actions, claims, suits, orders or judgments brought or issued against the District as a result of any action taken by agents of LRCEA or the LRCEA Executive Board pursuant to the provisions of Article 3 of this Agreement. The District agrees to indemnify and hold LRCEA harmless (including reasonable attorneys' fees and costs) against any and all allegations, actions, claims, suits, orders or judgments brought or issued against LRCEA as a result of any action taken by agents of the District and/or Board of Trustees pursuant to the provisions of Article 3 of this Agreement.

Article 4: Evaluation of Job Performance

4.1 Purpose of Evaluating Job Performance

- 4.1.1 The overall purpose of evaluating the job performance of employees is the improvement of services in support of the educational program of the District. The purpose of the employee evaluation is to reflect the unit member's proficiency in the job; promote self-improvement; identify areas in which the individual is performing satisfactorily, as well as the area where improvement is desirable; and to identify goals and objectives for the ensuing year.
- 4.1.2 The employee evaluation process is an on-going process, wherein the employee is informed in writing as to progress in meeting the performance standards of the position. Evaluations of job performance may also include:
- a) guidance and training for assignments;
 - b) development of job-related goals in terms of performance;
 - c) assisting the employee in achieving their own personal professional goals and aspirations; and
 - d) to recommend permanent status for probationary employees who satisfactorily complete the probationary period.
- 4.1.3 It is the District's intent that all permanent classified employees covered by this Agreement shall be evaluated annually on their work performance. Conditional and probationary employees shall be evaluated in accordance with the appropriate sections of this Article, Sections 4.7 and 4.8, respectively. The Report of Job Performance for classified staff shall be used by the evaluator in communicating with those employees for whom they have responsibility for performance evaluation. The Report of Job Performance in Appendix D is attached hereto and incorporated by reference as a part of this Agreement. Employees receiving an overall rating of "competent" or "commendable" on their Report of Job Performance for the first two (2) years of employment, including the probationary period, will be evaluated bi-annually thereafter.
- 4.1.4 Evaluation of job performance may be made more frequently to address qualification factors in the Report of Job Performance if deemed advisable by the administrative officer.

4.2 Evaluator

The evaluator of the job performance of an employee shall be a District manager or supervisor who is directly responsible for the District operating unit in which the employee is assigned, and, except for such District manager or supervisor, no other employee in the bargaining unit or person outside the bargaining unit shall evaluate the job performance of any employee. Employees in a lead capacity may be asked by the evaluator for input.

4.3 **Evaluator Training**

- 4.3.1 The District's Human Resources Department shall provide Report of Job Performance training to current District employees who are responsible for Report of Job Performance reviews (i.e., management, supervisor) for classified employees covered by this Agreement. Prior to evaluating a unit member, the evaluator is required to participate in training regarding the Report of Job Performance review process.
- 4.3.2 The District agrees to hold Report of Job Performance review training sessions on a semi-annual basis in order to provide timely training for new supervisors and managers.

4.4 **Scope of Evaluation**

No evaluation of an employee shall include any duty that is not fixed and prescribed for the job classification of the employee by the District's Board of Trustees pursuant to the California Education Code, and no employee shall be assigned or required to perform any duty that is not reasonably related to the mission of the District. No arbitrary or capricious evaluation shall be issued to any employee covered by this Agreement.

4.5 **Categories and Factors for Report of Job Performance**

The evaluator shall rate the following performance categories when evaluating the employee:

- 4.5.1 Quality of Work
The degree of excellence of the work performed over the entire rating period. Taken into consideration are adequacy of job knowledge, neatness, accuracy, and thoroughness.
- 4.5.2 Quantity of Work
Considers volume of work and extent to which work schedules are met; productivity, timeliness.
- 4.5.3 Work Habits and Attitudes
Maintains required work schedule, break periods. Meets obligations on time. Plans and organizes work to provide an efficient process and ensure satisfactory results. Complies with instructions, rules and regulations. Ability to work without immediate supervision.
- 4.5.4 Personal Qualities
Demonstrates good judgment in performing the duties of the position and in communicating with those with whom he or she comes into contact during the course of work. Takes initiative in getting work done when necessary. Uses appropriate safety equipment as provided for the job.
- 4.5.5 Relationship with Others
Works cooperatively and effectively with others. Responds to inquiries in a timely manner. Provides professional service when helping students, the public, and the college community. Works cooperatively in support of other employees and the goals of the department.

4.5.6 Leadership Abilities (if applicable)

Treats those who report to him/her fairly, impartially and objectively. Gives employees clear and timely instructions and reviews progress of employees, providing feedback. Develops, trains and supports those employees who report to him/her. Makes appropriate and effective work assignments to achieve unit workloads.

4.5.7 Additional Factors

This section is used to identify additional factors not covered in previous areas or to evaluate success of previous performance improvement plan.

4.5.8 Overall Rating

The rating shall be consistent with the factor ratings. An overall rating of "Needs to Improve" or one factor rating of "Unacceptable" shall require documentation of "performance assessment(s)" as well as meeting with the employee to develop a plan for improvement. Continued need for improvement shall require additional performance assessment meetings or evaluations. An overall performance review rating of "Unacceptable" will, when applicable, prevent an employee from receiving his or her step increment for that year. The overall rating is not necessarily an average or composite of the individual category/factor ratings of a performance review.

4.6 **Evaluation Process**

4.6.1 Completing the Report of Job Performance

In completing the Report of Job Performance, the evaluator shall:

- a) Consider the entire period of time which is subject to the evaluation process;
- b) Exclude activities or incidences which occurred during the evaluation period which are unusual circumstances, isolated incidences, or other unavoidable conditions;
- c) Consider additional factors for inclusion in overall appraisal of employee;
- d) Provide a written record of employee deficiencies which affect job performance;
- e) Review performance by evaluating the employee's performance in terms of responsibilities and tasks which have been directly observed or verified in writing through other observers during the period of evaluation;
- f) Analyze need for training, counseling and providing resources;
- g) Ensure observations are complete and correct and have not been distorted by limited observation;
- h) Use consistency when rating performance categories and factors, using consistent standards of measurement for all employees in the same classification.

4.6.2 Role of Reviewing Officer

Prior to the evaluation meeting scheduled with the employee, the performance review document shall be reviewed and signed by the designated reviewing officer. If during the evaluation meeting with the employee it is determined that revisions are necessary, the primary evaluator shall review potential changes with the reviewing officer and prepare a new report for signature by the reviewing officer if appropriate.

4.6.3 Meeting Between Primary Evaluator and Employee

The evaluator may present the employee with a draft Report of Job Performance review for comments prior to discussion of the final review. LRCEA unit employees shall be allowed at least twenty-four (24) hours to review the Report of Job Performance. If an employee chooses not to sign the Report of Job Performance, the evaluator shall annotate the Report of Job Performance accordingly and provide a copy to the employee at such time. One (1) copy of the Report of Job Performance will be given to the employee when the employee signs the Report of Job Performance.

4.7 **Evaluation of Conditional Employees**

4.7.1 Definition

Conditional employees are permanent employees in the white collar unit who have been promoted or transferred within the District. Such employees are given six (6) months to satisfactorily learn and perform a new job.

4.7.2 Time Line

Conditional employees shall be given a written performance review at five (5) months.

4.7.3 Unsatisfactory Review of Conditional Employees

Conditional employees who do not meet the standards of the new position may be returned to a former classification where they had obtained permanency and had received satisfactory evaluations. Satisfactory evaluations would be an overall rating of "Competent" or "Commendable" for members of the white collar unit. In the event of a return of a conditional employee to a former position, the Vice President of Administrative Services at the campus or the Director of Human Resources shall be contacted.

4.8 **Probationary Employees**

4.8.1 Definition and Probationary Period

A probationary employee is an employee who has been appointed by the District to a regular classified position in a job classification in the bargaining unit, and who is in the process of completing the required probationary period of twelve (12) consecutive months of District service in the job classification.

4.8.2 Effect of Short Term and/or Substitute Assignment

Time spent by an employee in service in substitute and/or short-term positions does not count toward a probationary period in a regular position. (Education Code 88127)

4.8.3 Effect of Absence on Probationary Period

If during the probationary period the employee's absences for whatever reason exceed twenty (20) consecutive days, the probationary period may be extended on a day-to-day basis until the opportunity to observe the employee has been provided for a full probationary period.

4.8.4 Time Line

Probationary employees shall be given written performance reviews three (3) times in the first year of employment specifically in the third, seventh and tenth

months. The final review will carry a recommendation regarding status for the employee.

4.8.5 Unsatisfactory Review of Probationary Employees

Probationary employees may be released at any time during the first year of employment without cause. In this event, the Vice President of Administrative Services at the campus will notify the Director of Human Resources. If the Director of Human Resources concurs with the recommendation as per Board Policy 6625, such recommendation will be communicated to the Union President or his or her designee prior to meeting with the affected employee.

4.9 Unsatisfactory Review of Permanent Employees – Appeal

4.9.1 If the employee disagrees or believes that the Report of Job Performance contains or is based upon false or misleading information, the employee may request that the administrative officer conduct an inquiry within ten (10) days of receipt of the performance review. The administrative officer shall be different from the evaluator who completed the Report of Job Performance. If it is determined that one or more processes has been violated, the performance review shall be void and revised accordingly. Furthermore, if the evaluator intentionally used false information, the evaluator may be subject to adverse action, including discipline.

4.9.2 The employee may file a written response to the evaluation within twenty (20) days of the evaluation meeting or meeting with the administrative officer, whichever is later. Such response will be attached to the Report of Job Performance in the personnel file at the District Office.

4.9.3 A permanent employee may appeal the decision of the administrative officer within twenty (20) days of the date of receipt of the administrative officer's decision to the Director of Human Resources. The Director of Human Resources shall review the appeal of the permanent employee and may gather information in his or her review of the appeal. The Director of Human Resources shall render a decision on the permanent employee's appeal within thirty (30) days of receipt of the appeal.

4.10 Grievance

The process used for the performance review of employees is subject to the grievance procedure. However, the standards employed and the judgments rendered, while subject to the appeals process mentioned above, are not subject to the grievance procedure. The period in which the grievance is required to be filed shall not commence until after the employee receives the final evaluation of his or her job performance from the evaluator, or after the employee received the written response from the District pursuant to Section 4.9 of this Agreement. The District agrees it will not use the procedures and processes pertaining to evaluating job performance of employees to harass any employee covered by this Agreement.

4.11 Representation for Evaluation Meetings

Employees shall be entitled to have a LRCEA representative present if he or she so requests during meetings to discuss the Report of Job Performance that could lead to disciplinary action taken against the employee. The District will provide the employee reasonable advance notice in such cases of potential disciplinary action.

4.12 **Self-Evaluation**

No employee in the unit shall be required to self-evaluate his or her performance and the District shall take no reprisal against any employee in the unit who refuses to self-evaluate his or her job performance.

4.13 **Exclusive Process**

The only evaluation procedure and process that shall be used by the District to evaluate the job performance of employees in the unit are those which are described in Article 4 of this Agreement.

Article 5: Work Periods

5.1 Annual Work Schedules

Each employee is assigned a regular annual work schedule during the fiscal year of the District in accordance with the following:

5.1.1. Fiscal Year

The fiscal year of the District is the twelve (12) calendar month period commencing July 1 and continuing uninterrupted through the following June 30.

5.1.2. Work Schedule – Twelve-Month Positions

The annual work schedule of each twelve-month employee is the fiscal year.

5.1.3. Work Schedule – Eleven-Month Positions

The annual work schedule of a full-time employee designated as having eleven (11) months of service will have a minimum of 1,784 paid-status hours. This includes, but is not limited to, vacation, holidays, and Board-granted days off. Employees with a work schedule of eleven (11) months will be paid by the hour.

5.1.4. Work Schedule – Ten-Month Positions

The annual work schedule of a full-time employee designated as having ten (10) months of service will have a minimum of 1,616 paid-status hours. This includes, but is not limited to, vacation, holidays, and Board-granted days off. Employees with a work schedule of ten (10) months will be paid by the hour.

5.1.5. Work Schedule – Nine-Month Positions

The annual work schedule of a full-time employee designated as having nine (9) months of service will have a minimum of 1,400 paid-status hours. This includes, but is not limited to, vacation, holidays and Board-granted days off. These days will be scheduled during the academic calendar year. Employees with a work schedule of nine (9) months will be paid by the hour.

5.1.5.1 Less Than Full-Time Nine-Month Positions

Nine-month employees with a work day of less than eight (8) hours may be scheduled such that their minimum paid-status hours fall within the 164 instructional days.

5.1.5.2 Cafeteria and Children's Center Full-Time Employees

A full-time employee assigned to the Cafeteria or Children's Center may have their work days extended into the month of June to ensure they receive the minimum number of paid-status hours and that they are working during periods when the Cafeteria and/or Children's Center are operating.

5.1.5.3 Cafeteria Employees – School Vacations, Final Exam Week and Semester Breaks

Cafeterias normally operate on a reduced schedule during school vacations, final exam week and semester breaks. During these periods, food service employees shall be scheduled as needed and

the work schedule adjusted accordingly. Seniority shall be given equal consideration in such scheduling.

5.1.5.4 Cafeteria Employees – Summer Session

When the District decides to operate a cafeteria during the summer session, the positions to be filled, as determined by the District manager or supervisor directly responsible for the affected cafeteria, will be posted for five (5) working days. Regular employees wishing to work during the summer may request, in writing, to fill one of the posted positions. Such assignments will be made on a seniority basis provided the employee meets the minimum qualifications for the position requested.

5.2 **Work Week**

The work week for all classified employees shall be from 6:00 a.m. Saturday through 5:59 a.m. the following Saturday.

5.2.1 Work Week

The work week for a regular full-time employee shall consist of five consecutive work days of eight hours each (forty (40) hours within any seven-day period) within the designated work year.

5.2.2 Alternate Work Week

During the term of this agreement, the District will not advertise full-time positions with a work week of five days that are not consecutive days. The work week for existing unit members as of July 1, 2002, who were hired for positions advertised with a work week of five non-consecutive days will not be affected by this provision.

5.2.3 Work Week Limitation

During the term of this agreement, the District will not change the work week of a full-time employee in a manner that would result in a work week of five non-consecutive work days.

5.3 **Work Day**

The length of any employee work day shall be established by the District in compliance with law for each employee relative to the needs of the District.

5.3.1 Permanent Changes to Work Day

Permanent changes in the employee work day may be made after giving an employee fifteen (15) calendar days written notice of such change, but no such change shall be made for arbitrary or capricious reason(s).

5.3.2 Reductions to Permanent Work Assignment

Reducing the permanent assignment of any employee shall be subject to the provisions of the California Education Code regarding the layoff of classified employees and shall be subject to meeting and negotiating with LRCEA on the effects of the layoff.

5.4 **Rest Periods**

All employees shall be granted a fully compensated fifteen (15) minute rest period for each four (4) hours of continuous work in the approximate middle of each shift.

Appropriate times for rest periods for employees shall be arranged by the immediate supervisor.

5.4.1 *Taking Rest Periods*

Employees shall be allowed to take their rest periods and meal periods as regularly scheduled. Employees not wishing to take rest periods will observe lunch periods as scheduled and work their regularly assigned schedule, except in extraordinary circumstances as determined by the immediate supervisor. Rest periods may not be used to extend an employee's lunch period nor may they be used to adjust the starting or ending time of an employee's workday.

5.5 **Lunch Periods**

A regular full-time employee shall be granted an unpaid lunch period of not less than thirty (30) minutes nor more than sixty (60) minutes in the approximate middle of each shift.

5.6 **Academic Calendar**

The District shall meet and negotiate with LRCEA over the effect of the academic calendar on work schedules for the District prior to the adoption of any such calendar. In addition, the District will share the academic calendar options under consideration with the LRCEA President and seek the input of LRCEA regarding these options prior to the adoption of the academic calendar.

5.6.1 *Trimester Academic Calendar*

During the term of this Agreement, the District agrees not to implement a trimester academic calendar (three academic terms of equal length).

5.6.2 *Compressed Academic Calendar*

The District shall not reduce the regular annual work schedules of Bargaining Unit members as a result of the compressed academic calendar.

5.7 **Alternate Summer Work Schedule**

If the District decides to offer an alternate summer work schedule for employees covered by this Agreement, the District and LRCEA agree to meet and negotiate over the terms and conditions of the alternate summer work schedule by approximately May 1 prior to the alternate summer work schedule.

5.8 **Alternate Work Schedules**

During the term of this contract, LRCEA and District shall gather appropriate data for review on alternate work schedules which may include, but is not limited to:

- 1) productivity issues;
- 2) year round calendaring impact (if any); and
- 3) various options to alternate work schedules (i.e. 5/40, 4/40, 9/80, etc.).

5.8.1 The District and LRCEA agree to discuss the issues and options associated with offering alternate work schedules as part of the Joint Labor Management Committee established pursuant to Article 23 of this Agreement.

5.9 **Work Schedule Changes**

The District retains the right to establish or change work schedules or hours of work consistent with state and federal statutes and this Agreement. Any such change shall not be made for arbitrary or capricious reasons.

5.9.1 *Notice of Work Schedule Change*

Permanent changes to the annual work schedule, work week, and/or work day of an employee shall be given in writing to the employee fifteen (15) calendar days before the change is effective.

Article 6: Overtime

6.1 Non-Exempt Employees

The District shall follow the non-exempt guidelines of the Fair Labor Standards Act (FLSA) for the job classifications which are included in the LRCEA unit.

6.1.1 Non-Exempt – Salary Schedule

Non-exempt positions shall be paid from the LRCEA Salary Schedule.

6.2 Non-Exempt Overtime Criteria

The following are the criteria for overtime for non-exempt employees:

6.2.1 Full-Time Non-Exempt Employee – Overtime

For a non-exempt employee with an assigned forty (40) hour work week, work performed in excess of eight (8) hours in one day or forty (40) hours in a week shall be classified as overtime when approved in advance by the immediate supervisor or administrator.

6.2.2 Part-Time Non-Exempt Employee – Overtime

For a part-time regular non-exempt employee having an average work day of four (4) hours or more, any work required to be performed on the sixth or seventh day shall be compensated at the overtime rate. For a part-time regular non-exempt employee having an average work day of less than four (4) hours, any work required to be performed on the seventh day of the work week shall be compensated at the overtime rate.

6.3 Non-Exempt Employee – Overtime Compensation Rate

Non-exempt employees working authorized overtime shall be paid at the rate of one and one-half (1½) times the employee's straight-time rate. Straight-time rate is the hourly rate per the LRCEA Salary Schedule, considering the employee's step and range placement.

6.3.1 Effect of Paid Leaves on Overtime

For the purpose of computing the number of overtime hours worked, time during which an 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.

6.3.2 Compensatory Time Off

By mutual agreement between the employee and his or her immediate supervisor, the employee may have compensatory time off at time and one-half (1½) in lieu of paid wages. Any compensatory time provided must be taken within three (3) calendar months following the month in which the overtime was worked. If such compensatory time off is not taken within the three (3) month period, the employee shall be paid for the overtime work.

6.3.2.1 Record of Compensatory Time

Compensatory time earned and used shall be recorded on the Compensatory Time Off Timesheet described in Appendix D of this Agreement.

6.3.3 Call-In on Regular Workday

When an employee is required by the District to come to work prior to the start of his or her regular shift, or to remain at work to work after the end of his or her regular shift, and such notice is given to the employee on the same day as the additional time is to be worked, the District shall pay the employee at the overtime rate for each hour or portion thereof worked; and

6.3.3.1 Additional Time – Less than Two (2) Hours

If the additional time is for up to two (2) hours, a minimum of two (2) hours overtime shall be paid.

6.3.3.2 Additional Time – Between Two (2) to Four (4) Hours

If the additional time is between two (2) hours and four (4) hours, a minimum of (4) four hours overtime shall be paid.

6.3.3.3 Additional Time – More Than Four (4) but Less Than Six (6) Hours

If the additional time is more than four (4) hours but less than six (6) hours, a minimum of six (6) hours overtime shall be paid.

6.3.3.4 Additional Time – More Than Six (6) but Less Than Eight (8) Hours

If the additional time is more than six (6) hours but less than eight (8) hours, eight (8) hours of overtime shall be paid.

6.3.3.5 Additional Time – More Than Eight (8) Hours

If the additional time is for more than eight (8) hours, the hours in excess of eight (8) additional hours shall be paid at double the hourly rate of the employee.

6.3.4 Emergency Call Back Pay

An employee called back after the close of his or her regular shift will receive pay at the overtime rate of time and one-half (1½) if such call back does not immediately precede or follow his or her regular shift. The overtime pay shall commence upon departure to the call back site. All call backs are compensated based upon a direct portal-to-portal route. An employee who is called back but is not required to report to a call back site shall be compensated at the overtime rate of time and one-half (1½) for only the time actually worked.

6.3.4.1 Review of Emergency Call Back Pay

The LRCEA/District Joint Labor-Management Committee shall review the provisions on Emergency Call Back Pay during the term of this Agreement. Any proposed modifications will be presented to the respective parties for negotiation of a successor agreement.

6.4 **Non-Exempt Employee – Overtime during Holidays and Board-Granted Days Off**

When a non-exempt regular employee works during a holiday or Board-granted day off, the employee shall receive:

6.4.1 *Holiday Overtime Rate*

Pay or compensatory time off at the rate of two (2) times his or her regular rate of compensation for the day if required to work less than eight hours, and normal holiday pay [e.g. if regular, full-time employee is required to work eight hours on a holiday, then his or her compensation in addition to the holiday pay would be sixteen (16) hours (2 x 8) at his or her straight time rate of pay.]

6.4.2 *Effect of Working Both Holiday and In-Lieu Of Day*

When an employee is requested to work both a holiday or Board-granted day off and an in-lieu-of-day, the employee will be paid at the holiday rate for each such day.

6.4.3 *Effect If On Paid Leave of Absence*

If an employee is absent from work because of sick leave, vacation, or other paid leave of absence which also occurs during a scheduled holiday or Board-granted holiday period, the holiday shall be considered as time worked. The employee shall not be charged for any other paid leave of absence.

6.5 **Assignment of Overtime**

In the event that sufficient employees do not accept overtime on a voluntary basis or in the event of an emergency, the unit supervisor shall require personnel to work overtime as needed. All other things being equal inverse seniority shall be the consideration in the assignment of required overtime.

Article 7: Leaves With Pay

7.1 Sick Leave – Personal Illness

A regular classified employee shall be entitled to sick leave in accordance with the following provisions:

7.1.1 Accrual

A regular full-time classified employee earns one (1) day of sick leave for each full month of completed service (75% or more of the work days in paid status in a calendar month). Regular part-time employees earn sick leave in proportion to the ratio their total work week hours bear to a 40-hour week. (Example: Part-time employee working 20 hours per week, 12 months a year, earns 48 hours or six days a year.)

7.1.2 Use of Accrued Sick Leave

Earned or advanced sick leave will be allowed when an employee is unable to work because of illness, pregnancy, or injury. Unused sick leave may be accrued indefinitely. Accrued sick leave will be converted to service credit for retirement purposes based on the appropriate retirement system regulations and formula.

7.1.2.1 Advance of Sick Leave When Accrued Sick Leave is Exhausted

An employee with more than six (6) months service who has used all accrued sick leave will be advanced as much sick leave as the person could earn during the remainder of the fiscal year. An employee with six (6) or less months of service will be advanced the remainder of six (6) days of earnable sick leave.

7.1.2.2 Reimbursement of Sick Leave Advance Upon Termination

An employee who at time of termination has taken more sick leave than he or she has accrued shall reimburse the District for the value of the difference.

7.1.2.3 Use of Sick Leave During Extra Assignment

When an employee with a regular annual work schedule of less than twelve (12) months works extra hours during a period that is not part of his or her regular annual work schedule, such as in the case of summer session, the employee is eligible to use his or her accrued sick leave during that extra assignment.

7.1.3 Regular Advance Notice Required

Unless otherwise allowed in this Agreement, if an employee is absent from work due to illness, the employee must notify his or her immediate supervisor/designee on a daily basis of his or her absence prior to the start of the employee's work shift and in accordance with the following:

7.1.3.1 Day Shift Notice

For an employee who regularly works on the day work shift, the notice from the employee who is going to be absent must be given to the immediate supervisor/designee between 7:00 am and 8:30 am, except when the employee's work shift begins earlier than 7:00 am,

then that employee who is going to be absent shall give the notice at least one hour prior to his or her scheduled starting time for work or as soon as the employee is aware that he or she will not be able to come to work. The employee's immediate supervisor will provide the employee with the appropriate telephone number(s) for giving such notice.

7.1.3.2 Evening and Night Shift Notice

For an employee who regularly works on the evening or night work shift, the notice from the employee who is going to be absent must be given to the immediate supervisor/designee one (1) hour before the start of the employee's regular work shift or as soon as the employee is aware he or she will not be able to come to work. The employee's immediate supervisor will provide the employee with the appropriate telephone number(s) for giving such notice.

7.1.4 Optional Methods of Notifying Supervisors

If the employee knows in advance that his or her absence from work may reasonably be expected to last ten (10) or more days (pregnancy, scheduled surgery, etc.) the employee may submit a written physician's statement to the immediate supervisor/designee prior to beginning the sick leave in lieu of daily notification. The physician's statement shall include the beginning date and anticipated ending date of said illness.

7.1.4.1 Extenuating Circumstances

If, due to the nature of the illness, it is impossible or impractical for the employee to provide advance notice of the illness and/or a physician's statement regarding the illness, the employee will notify his or her immediate supervisor/designee of the situation when medically able to do so, and the employee will keep his or her immediate supervisor/designee advised of the situation until such time as a physician's statement is delivered to the immediate supervisor/designee. The immediate supervisor shall be responsible for forwarding the physician's statement to the site administrative officer. The administrative officer will forward the information to the District Employee Benefits Office for inclusion in the employee's file.

7.1.5 Physician's Statement

Whenever a physician's statement is required for proof of absence, the following shall apply:

7.1.5.1 Definition of Physician

A physician is any person licensed as a physician, surgeon, or psychiatrist by the Medical Board of California or by the California Board of Dental Examiners to practice medicine and to prescribe controlled medications. Also covered is treatment by a chiropractor as specified in the Labor Code.

7.1.5.2 Physician's Statement for Absences of Ten (10) or More Days

An employee must provide a physician's statement to justify a sick leave of ten (10) days or longer.

7.1.5.3 Physician's Statement for Any Illness Absence

At the option of the District, a physician's statement may be required for any illness; however, such requirement shall not be made for arbitrary and capricious reasons.

7.1.5.4 Returning to Work – Physician's Statement

The District may require a physician's statement to verify any illness to ensure that an employee is able to resume the duties of his or her position before allowing the employee to return to work.

7.1.5.5 Content of Physician's Statement

A physician's statement shall include the beginning date and anticipated ending date of the illness, a diagnosis (medical condition), and a statement that in the physician's opinion the employee is unable to work.

7.1.6 Pay for Absences Chargeable to Sick Leave

The employee's pay for any day of absence chargeable to sick leave shall be at the straight-time rate of pay the employee would have received if he or she had worked during the workday.

7.2 Use of Accrued Sick Leave for Maternity/Paternity, Birth of Child

An employee may use her accrued sick leave for illness or injury resulting from pregnancy, miscarriage, childbirth, and recovery there from. The employee shall submit a physician's statement to her immediate supervisor/designee in such cases.

7.2.1 Caring for Newborn Child or Mother of Newborn Child

An employee may use up to ten (10) days of his or her accrued sick leave for absences to care for his or her newborn child or the mother of the newborn child without prior medical verification. The use of this accrued sick leave is intended for the employee not covered under Section 7.2 above. Whenever possible, the employee shall provide advance notice for use of this leave. When advance notice is not possible, the employee will notify his or her supervisor within twenty-four (24) hours of the commencement of the leave.

7.2.2 Adoption of a Child

An employee who is adopting a child may use up to ten (10) days of his or her accrued sick leave for the purpose of caring for the needs of the newly adopted child.

7.2.3 Birth of a Child or Adoption of a Child

One day of absence with pay will be granted to an employee at the birth of his or her child or at the time of the legal adoption of a child or the day of adoptive placement of a child. This leave is in addition to the leave provided in Sections 7.2, 7.2.1, and 7.2.2 above.

7.2.4 Compliance with Law – Family Care Leaves

The District shall comply with all applicable state and federal laws pertaining to family care leaves.

7.3 **Use of Accrued Sick Leave for Personal Necessity**

An employee may use seven (7) days of his or her accrued sick leave for the following personal necessity reasons:

- a) Death of immediate family members when leave beyond that allowed under bereavement leave provided by this Agreement is required;
- b) Accident involving the person or property of the employee or the person or property of an immediate family member;
- c) Appearance in court when the employee is required to appear as a litigant or witness;
- d) Religious observances of an employee's faith;
- e) Serious illness of a member of the employee's immediate family;
- f) Imminent danger to the home of the employee such as danger resulting from flood, fire, or earthquake or of such a serious nature that the employee could not reasonably be expected to disregard it;
- g) Inability of the employee to get to his or her work location because of transportation failure or prohibitive weather;
- h) Medical and dental appointments of the employee's dependents that cannot be reasonably scheduled at times other than the employee's working hours;
- i) Attendance at the funeral of a close friend, a co-worker, or a relative that does not meet the definition of immediate family in Section 7.11.1.

7.3.1 Use of Personal Necessity During Extra Assignment

When an employee with a regular annual work schedule of less than twelve (12) months works extra hours during a period that is not part of his or her regular annual work schedule, such as in the case of summer session, the employee is eligible to use personal necessity leave during that extra assignment.

7.4 **Definition of Immediate Family**

The immediate family of an employee is defined as: mother, father, grandparent or grandchild of the employee or of the employee's spouse or domestic partner; step-mother, step-father, spouse, domestic partner, son, mother-in-law, father-in-law, son-in-law, step-son, daughter, daughter-in-law, step-daughter; brother, brother-in-law, sister, sister-in-law, aunt or uncle of the employee; child of a domestic partner, sibling of a domestic partner; wife or husband of a domestic partner's child; or any person living in the immediate household of the employee.

7.5 **Transfer of Paid Sick Leave**

Pursuant to Education Code Section 88202, a regular employee who has been employed by another public school district within the State of California for a period of one (1) calendar year or more, whose employment has been terminated for reasons other than action initiated by the employer for cause, and who accepts employment with

Los Rios within one (1) year of termination with the former district, may have transferred all illness absence credit (sick leave) accumulated with the former district. However, in any case where an employee was terminated as a result of action initiated by the employer for cause, such a transfer may be made if agreed to by the Board of Trustees. The employee must initiate the transfer of illness absence leave credit and the transfer must be accomplished within one (1) year of the termination of his or her former employment.

7.6 Entitlement to Other Sick Leave (Five Month Law)

Every regular classified employee shall once a year be credited with a total of one hundred (100) days of Other Sick Leave including the sick leave provided in Education Code Section 88191. Each day of Other Sick Leave shall be compensated at the rate of fifty percent (50%) of the employee's regular salary.

7.6.1 Use of Other Sick Leave (Five-Month Law)

The paid sick leave provided for in this section shall be in addition to any other paid leave and shall be used after the exhaustion of the leaves provided in Education Code Sections 88191 and 88192. Allowable Other Sick Leave shall not be accumulative under this section from year to year, nor shall an employee be credited with more than one entitlement to Other Sick Leave for a single illness or injury. Section 88196.5 of the Education Code is hereby referenced and considered included herein. Use of this five-month law requires submission of a physician's statement (see Section 7.1.5).

7.6.2 Use of Other Sick Leave During Extra Assignment

When an employee with a regular annual work schedule of less than twelve (12) months works extra hours during a period that is not part of his or her regular annual work schedule, such as in the case of summer session, the employee is eligible to use Other Sick Leave during that extra assignment.

7.7 Use of Vacation for Illness Absence

Whenever an employee uses all of his or her allowable sick leave, further absence will be charged against his or her accrued vacation; or, if approved in advance by the District, the employee may take loss of pay for such absences rather than vacation.

7.8 Industrial Accident and Illness

The District is self-insured for the benefit of the regular employee who sustains a personal injury in the performance of the job. Industrial accident or illness is defined as an illness or injury supported by a physician's statement and qualifying as being work-connected under the Labor Code. The benefits described in this section are in addition to those benefits provided an employee under the Labor Code.

7.8.1 Allowable Days of Compensated Absence

All regular employees who have completed three (3) full years of District service shall be granted industrial accident and illness absences with full pay for each such accident or illness. This allowable leave shall not exceed sixty (60) working days for the same accident. This allowable leave shall not be cumulative from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to carry over into the next fiscal year only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

7.8.1.1 Commencement of Industrial Accident or Illness Leave

Industrial accident or illness absence shall commence on the first day the employee is absent from work and shall be reduced by one day for each day of the employee's authorized absence regardless of any temporary disability award.

7.8.2 Educational Code Restriction on Travel (per Education Code Section 88192)

Any employee receiving benefits as a result of industrial accident and illness leave shall, during periods of injury or illness, remain within the State of California unless the Chancellor, as representative of the governing board, authorizes travel by the employee outside the state.

7.8.3 Reporting Industrial Accident or Illness

Employees are expected to exercise due care in performing their duties and to report all hazardous conditions to their immediate supervisor. Should an employee sustain a personal injury on the job, the employee shall notify his or her immediate supervisor, or their supervisor if the immediate supervisor is not available, immediately or as soon as he or she is physically capable of doing so and request that an industrial accident form be completed. It is the immediate supervisor's responsibility to see that an accident form is filled out and forwarded to the administrative officer on the same day that the accident occurs so that a report may be filed with the District Office within twenty-four (24) hours of the time of the accident.

7.8.3.1 Initial Examination by Physician

Benefits cannot be paid to an injured employee under any circumstances unless the report of the accident has been filed by the employee or, if unable, by his or her representative with the immediate supervisor and the District Office, and the employee has been examined by a physician within a reasonable period following the accident.

7.8.3.2 Examination by Designated Physician

The District has the right to have the employee examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties, and the degree to which a disability is attributable to the "injury involved."

7.8.4 Use of Earned Illness Leave

When the employee's entitlement to industrial accident and illness leave has been exhausted, the employee's entitlement to earned sick leave will then be used.

7.8.4.1 Coordination of Leave Benefits

If the employee is receiving a compensation award, he or she shall be entitled to use only as much of his or her accrued sick leave or vacation as, when added to the compensation award, will provide for a full day's pay.

7.8.5 Indemnity Checks

During any period the employee is off work on paid industrial accident and illness leave, the employee shall endorse to the District the temporary disability indemnity checks he or she receives because of the industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for the payment of not more than his or her full salary and shall deduct normal retirement and other authorized contributions from such warrants.

7.8.6 *Employee Status During Industrial Injury Absence/Leave*

Periods of paid industrial injury absence/leave shall not be considered a break in the employee's service.

7.8.7 *Physician's Determination Regarding Employee's Health*

The extent and duration of an employee's eligibility to receive compensation during industrial injury leave is subject to medical review and determination per the Labor Code, except that no such contract shall provide less than required by Section 88192 of the Education Code.

7.8.8 *ADA/FEHA Reasonable Accommodations for Qualified Individuals with Disabilities*

Once it is ascertained that a person is a qualified individual with a disability, the District will engage in a timely and interactive process with the employee to determine if the employee can perform the essential functions of his or her job with or without reasonable accommodations. Employees should inform their supervisors of the need for reasonable accommodations.

7.8.9 *Reemployment List*

If, at the conclusion of all paid or unpaid leaves of absence to which the employee is entitled, the employee is still unable to assume the duties of his or her position, the employee shall be placed on a reemployment list for a period of thirty-nine (39) months. If at any time during the thirty-nine (39) months the employee is able to assume the duties of his or her position, the employee shall be reemployed in the first vacancy in the classification of his or her previous assignment. The District may pay and appoint a non-attending physician to examine the employee if the District believes there is cause. The first vacancy in the classification of his or her previous assignment will be determined by the date the position vacancy is authorized to be filled by District Fiscal Services. His or her reemployment will take preference over all other applicants except those laid off for lack of work or lack of funds, in which case he or she shall be ranked according to his or her proper seniority. If the employee refuses the offer of reemployment, he or she shall be removed from the reemployment list and shall have no further rights of reemployment accorded an employee on the 39-month reemployment list.

7.9 **Short-Term Military Leave**

A regular employee whose District service and recent military service total one (1) full year may be granted a short-term leave for a period of ordered duty providing it does not exceed one hundred eighty (180) calendar days (including time involved in going to and returning from such duty) in one (1) fiscal year.

7.9.1 *Restriction on Use of Short-Term Military Leave During Extra Assignment*

When an employee with a regular annual work schedule of less than twelve (12) months works extra hours during a period that is not part of his or her regular annual work schedule, such as in the case of summer session, the employee is not eligible for short-term military leave during that extra assignment.

7.9.2 *Call to Active Duty*

When an employee is temporarily called to active military duty or for the purpose of attending military field training exercises, he or she shall be entitled to be paid the difference in his or her regular salary and his or her military duty pay for the first thirty (30) calendar days of absence for the work days he or she is absent from the District providing the military duty occurs during a period in which the employee is in paid status during his or her regular annual work schedule.

7.9.3 *Qualification for Benefit*

In order for an employee to qualify for the benefits provided in Section 7.9.2 of this Agreement, he or she must forward a written request for the military leave accompanied by a copy of the field order to the site administrative officer for forwarding to District Human Resources prior to reporting for training or duty. In order to receive the difference in pay, the employee must complete the military leave form.

7.10 **Jury Duty**

An employee who is called for jury duty shall be granted the necessary time off with pay to fulfill this obligation.

7.10.1 *Use of Jury Duty Leave During Extra Assignment*

When an employee with a regular annual work schedule of less than twelve (12) months works extra hours during a period that is not part of his or her regular annual work schedule, such as in the case of summer session, the employee is eligible for jury duty leave during that extra assignment.

7.10.2 *Pay During Jury Duty Leave*

A regular employee serving as a member of a jury will receive full pay from the District provided the person signs over and remits to the District all compensation received for such jury duty, exclusive of mileage, meals and/or parking expenses.

7.10.3 *Adjustment of Work Schedule During Jury Duty Leave*

For purposes of this section only, when an employee is required to report for jury duty the employee's normal work schedule will be adjusted to reflect that the employee's work hours fall within the hours of 8:00 am to 5:00 pm. If an employee is released from jury duty prior to having completed the regular number of hours of their work assignment for that day, the employee is expected to return to work and complete his or her work hours for that day within the hours of 8:00 am to 5:00 pm. The employee is expected to return to work whenever it is not necessary to be absent the entire day, providing the return does not create unreasonable expectations of the employee.

7.11 **Bereavement Leave**

Every regular employee shall be granted necessary leave with pay, not to exceed three (3) days or five (5) days if out-of-state travel is required, in the event of the death of any member of the employee's immediate family. One additional day may be taken for in-state travel in excess of three hundred fifty (350) miles one way from Sacramento. The employee will record the destination, name of the deceased, and the relationship to the employee on the employee's absence report.

7.11.1 Immediate Family for Bereavement Leave

In addition to immediate family members as defined in Section 7.4, nieces and nephews of the employee will be considered members of immediate family for bereavement leave only.

7.11.2 Use of Bereavement Leave During Extra Assignment

When an employee with a regular annual work schedule of less than twelve (12) months works extra hours during a period that is not part of his or her regular annual work schedule, the employee is eligible to use bereavement leave during that extra assignment.

7.12 **Required Court Appearance**

One (1) day of absence per year with pay will be allowed for an employee to appear as a witness in court, as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. The exception is to be made if the employee is acting in the capacity of witness at the request of the District legal counsel on behalf of the District. In such instances, the employee will be treated as if on paid status (i.e., as if attending a workshop).

7.12.1 Use of Court Appearance Leave During Extra Assignment

When an employee with a regular annual work schedule of less than twelve (12) months works extra hours during a period that is not part of his or her regular annual work schedule, the employee is eligible for court appearance leave during that extra assignment.

7.12.2 Absence Report Documentation

A copy of the subpoena or notice to appear must be attached to the Report of Absence form submitted by the employee.

7.12.3 Return to Work

The employee is expected to return to work whenever it is not necessary for the employee to be absent the entire workday, providing the return does not create unreasonable expectations of the employee.

7.13 **Personal Business**

Each regular employee may be granted the necessary time off from work, with pay, not to exceed two (2) work days per year, to resolve business-type matters which require attention during work hours and which are the responsibility and rightful concern of the individual. Unused personal business days do not accrue or carryover from one year to the next.

7.13.1 Reasons for Use of Personal Business Leave

Personal business leave is to be used for activities that the employee could not reasonably be expected to accomplish during non-duty times. Financial or legal appointments are appropriate uses of personal business leave. Vacation and/or recreational activities and related travel are not appropriate uses of personal business leave.

7.13.2 Minimum Personal Business Leave Use

Personal business leave shall be taken in minimum blocks of one (1) hour or more.

7.13.3 Approval Process for Personal Business Leave

All requests for personal business leave must be approved in advance by the employee's immediate supervisor, except in extenuating circumstances. The immediate supervisor may require the employee to provide the general reason for the use of personal business leave but may not require the employee to provide specific details. For example, the immediate supervisor has the right to ask the category for which the personal business leave will be used (legal appointment), but not the specific reason (legal appointment for making out last will and testament).

7.13.4 Restriction on Use of Personal Business During Extra Assignment

When an employee with a regular annual work schedule of less than twelve (12) months works extra hours during a period that is not part of his or her regular annual work schedule, such as in the case of summer session, the employee is not eligible to use personal business leave during that extra assignment.

7.14 **Critical Illness**

Three (3) days per year with pay shall be granted in the case of critical illness or accident to a member of the employee's immediate family as defined in Section 7.4. A statement by the physician verifying the illness or accident is life threatening and the need for the employee to be present with the immediate family member shall be attached to the employee's Report of Absence form when submitted to his or her immediate supervisor. To qualify for critical illness leave, the situation must be or relate to an illness or condition involving the danger of death.

7.14.1 Use of Critical Illness Leave During Extra Assignment

When an employee with a regular annual work schedule of less than twelve (12) months works extra hours during a period that is not part of his or her regular annual work schedule, such as in the case of summer session, the employee is eligible to use critical illness leave during that extra assignment.

7.15 **Quarantine**

An employee who is officially quarantined by a county health officer shall receive his or her full salary during the period of enforced quarantine. If the employee is personally sick, the days of quarantined absence shall be counted against accumulated and current sick leave credited to the employee. If the employee is not ill, no deduction will be made from his or her accrued sick leave.

7.15.1 Physician Statement Required

A statement from a qualified physician and/or public health official regarding the quarantine restriction shall be required in all cases. This statement shall be attached to the Report of Absence form submitted by the employee to his or her immediate supervisor.

7.15.2 *Use of Quarantine Leave During Extra Assignment*

When an employee with a regular annual work schedule of less than twelve (12) months works extra hours during a period that is not part of his or her regular annual work schedule, such as in the case of summer session, the employee is eligible for Quarantine Leave during that extra assignment.

7.16 Vacation

Each regular employee shall accrue vacation in accordance with the following:

7.16.1 *Accrual with Less Than Ten (10) Years of Service*

Full-time classified employees with less than ten (10) full years of employment earn vacation days at the rate of 1.25 working days per month or fifteen (15) working days each fiscal year.

7.16.2 *Accrual After Ten (10) Years of Service*

Upon completion of ten (10) full years of employment and continuing thereafter, all full-time regular classified employees will earn vacation allowance of 1.75 working days per month or twenty-one (21) working days per fiscal year.

7.16.3 *Accrual for Employees Paid from Salary Schedule B as of September 30, 2005*

Full-time regular classified employees paid from Salary Schedule B as of September 30, 2005 will continue to earn vacation allowance per the following as long as the employee is in continuous employment and is in a position classification that was paid from Salary Schedule B as of September 30, 2005.

7.16.3.1 *Accrual If Employed as of June 30, 2000: Salary Schedule B*

Full-time classified employees in continuous employment who were hired prior to July 1, 2000, and who were paid from Salary Schedule B as of September 30, 2005, will continue to earn vacation days at the rate of 1.75 working days per month or twenty-one (21) working days each fiscal year as long as they are in a position classification that was paid from Salary Schedule B as of September 30, 2005.

7.16.3.2 *Accrual If Hired After July 1, 2000, and Before October 1, 2005: Salary Schedule B*

Full-time classified employees in continuous employment who were hired between July 1, 2000, and September 30, 2005, and who were paid from Salary Schedule B as of September 30, 2005, will continue to earn vacation days at the rate of 1.50 working days per month or eighteen (18) working days each fiscal year as long as they are in a position classification that was paid from Salary Schedule B as of September 30, 2005.

7.16.4 *Accrual for Employees Effected by 1999 Fair Labor Standards Act Study*

Full-time regular classified employees whose positions were moved from Salary Schedule B to Salary Schedule A as a result of the 1999 Fair Labor Standards Act Study will continue to earn vacation allowance of 1.75 working days per month or twenty-one (21) working days per fiscal year as long as the employee is in continuous employment and is in a position classification that was moved from Salary Schedule B to Salary Schedule A as a result of the study.

7.16.5 Accrual for Part-Time Employees

Less than full-time regular employees earn a proportionate amount of vacation days in accordance with time served.

7.16.6 Vested Accrual of Vacation

Earned vacation shall not become a vested right until completion of the initial six (6) months of employment [Education Code 88197(e)].

7.16.7 Eligibility for Use of Vacation

A regular classified employee must have served the District for six (6) calendar months and be in paid status seventy-five percent (75%) of the working days in each calendar month to be eligible for paid vacation leave.

7.16.8 Pay for Earned Vacation

Employees earn vacation pay at the range and step of straight-time pay for the position to which the employee is regularly assigned at the time the vacation is commenced.

7.16.8.1 Restriction on Use of Vacation Leave During Extra Assignment

When an employee with a regular annual work schedule of less than twelve (12) months works extra hours during a period that is not part of his or her regular annual work schedule, such as in the case of summer session, the employee is not eligible for vacation leave during that extra assignment.

7.16.8.2 Options for Less than Twelve-Month Employees

An employee with a nine-, ten-, or eleven-month regular annual work schedule may select one of the following options regarding vacation pay:

- a) Lump-sum payment for the vacation accrued but not used during the fiscal year which will be paid in the next regular payroll following the issuance of the employee's last regular pay warrant for his or her regular annual work schedule; or,
- b) Taking the accrued vacation time off work during his or her regular annual work schedule or carried over to a maximum of forty-five (45) days.

The selection of whether to be lump-sum paid or take earned vacation shall be made prior to July 1 of the fiscal year in which the pay or vacation time will be applied. Such selection shall be made

by the employee on the form for such purpose provided by the District.

- 7.16.8.3 Payment for Accrued Vacation Upon Separation from Service
Upon separation from service after six (6) months of employment or more, the employee shall be entitled to lump-sum compensation for all earned and unused vacation.

7.16.9 Scheduling Vacations

Vacations must be approved in advance by the immediate supervisor of the employee. If the vacation requests of two (2) or more employees in the same operating unit, i.e., the employees involved report to the same immediate supervisor/management representative who is other than a member of the LRCEA bargaining unit, are in conflict, then the decision will be made by the immediate supervisor in the best interest of the District's needs. All other things being equal, the employee with the greater or greatest seniority in the job classification will be given preference in scheduling his or her vacation.

7.16.9.1 Submission of Vacation Request

Each employee eligible for vacation shall submit his or her vacation schedule request to his or her immediate supervisor by September 30 of each fiscal year. The immediate supervisor of an employee who has not submitted a vacation schedule request by September 30 of the fiscal year and who may exceed the maximum accrual limit in 7.16.9.3 will meet with the employee to establish a vacation schedule to be in compliance with the accrual limit.

7.16.9.2 Minimum Vacation Leave Use

Vacation time cannot be used by employees for periods of less than one (1) hour.

7.16.9.3 Vacation Accrual Limit

A full-time employee may accrue up to three hundred sixty (360) hours [forty-five (45) days] of unused vacation days as of September 1 of each fiscal year. The District will bi-annually provide written notification to employees of their vacation balances at six (6) month intervals. If an approved written request for use of accrued vacation days is subsequently denied and the days cannot be rescheduled during the remainder of the year, the employee will be allowed to carry the requested amount as excess to the above stated amounts into the following year.

7.16.9.3.1 *Vacation Accrual Limit for Part-Time Employees*

Regular part-time employees may accrue unused vacation days in proportion to the ratio of their total work hours bear to a 40-hour work week. [Example: Part-time employees working twenty (20) hours per week with a 9-, 10-, 11-, or 12-month work year may accrue a maximum of one hundred eighty (180) hours

of unused vacation days as of September 1 of each fiscal year.]

7.16.9.3.2 *One-Time Option for Vacation Pay for Part-Time Employees*

Regular part-time employees whose unused vacation accrual exceeds the pro rata limitation specified in Section 7.16.9.3.1 as of September 1, 2009 will be paid one-time-only for their vacation days accrued in excess of their accrual limitation on January 1, 2010.

7.16.10 *Effect of Holidays*

Regularly observed legal holidays and Board-granted days off occurring during a vacation period shall not be construed as part of vacation allowance.

7.16.11 *Interruption of Vacation*

The District may allow permanent employees to interrupt or terminate vacation in order to begin another type of paid leave without a return to active service, provided the employee supplies adequate notice or related supporting information to his or her immediate supervisor regarding the basis of such interruption or termination of the vacation leave.

7.17 Holidays

All regular employees shall be entitled to legal holidays with pay providing the holiday falls during their normal work year and they are in paid status during any portion of the working day immediately before or after the holiday, including nine-, ten-, and eleven-month employees working in extensions of their regular assignments and positions during the summer. An employee whose effective date of employment falls immediately after a holiday shall not be compensated for that holiday. An employee whose effective date of separation falls immediately before a holiday shall not be compensated for that holiday.

7.17.1 *Holidays Observed*

The following legal holidays will be observed: Independence Day; Labor Day; Admission Day (if colleges close on that day); Veteran's Day; Thanksgiving Day; Christmas Day; New Year's Day; King's Day; Lincoln's Day; Washington's Day; Memorial Day (Education Code Section 79020). Should employees be required to work on Admission Day, regular classified employees will receive an in-lieu-of holiday.

7.17.2 *Observation of Holiday on Alternate Dates*

Where it is permissible under the Education Code to observe a holiday on alternative dates, the District will meet with LRCEA to discuss such matters.

7.17.3 *Holiday on a Saturday or Sunday*

When a holiday falls on Saturday, it will be observed on the preceding Friday; if it falls on a Sunday, it will be observed on the following Monday.

7.18 Board-Granted Days Off

All regular employees shall be entitled to Board-granted days off with pay provided the days fall within their normal work year and they are in paid status during any portion of a working day immediately before or after the Board-granted day off. An employee whose effective date of employment falls immediately after a Board-granted day off shall not be compensated for that Board-granted day off. An employee whose effective date of separation falls immediately before a Board-granted day off shall not be compensated for that Board-granted day off.

7.18.1 *Board-Granted Days Off Observed*

The Board-granted days off to be observed will be Friday after Thanksgiving, Friday before Easter (spring recess), and a minimum of seven (7) days between the end of the fall semester and January 2nd of the next calendar year. The minimum seven (7) day winter break includes the two legal holidays that fall within this period and the in-lieu-of day for the Admission Day holiday. Nine-month employees whose work schedules may end prior to a working day immediately before or after the winter break will be entitled to the winter break legal holidays, the in-lieu-of day for the Admission Day holiday and the winter break Board-granted days off.

7.19 **LRCEA Conferences**

For a fiscal year, a maximum of ninety-six (96) hours is available to LRCEA officers or representatives. Up to eight (8) hours of release time shall be provided for each officer(s) and college representative of LRCEA (total 96 hours) to attend workshops and conferences related to association business.

7.19.1 *Allocation of Conference Leave*

This leave may be used by each officer and representative in minimum blocks of four (4) hours and up to eight (8) hours release time. The request for such leave must be made in advance in writing by the president of LRCEA to the Director of Human Resources and must be approved by the employee's immediate supervisor. Such leave will not be granted if it interferes with the efficient operation of the District. Approval of such leave shall not be withheld by the District for arbitrary or capricious reasons.

7.19.2 *Purpose of Conference Leave*

The ninety-six (96) hours provided each year during the term of this Agreement are intended to build a wider leadership base among LRCEA members. However, should the number of LRCEA officers or college representatives increase during the term of this Agreement, the maximum number of hours (96) shall remain the same.

7.19.3 *Carryover Restriction*

Any release time not used by fiscal year end (June 30) shall not carry over to the following year.

7.20 **Education Code Requirement for Proof of Leaves**

As provided in Article 6 of the Education Code entitled Resignations and Leaves of Absence, the District shall adopt rules and regulations requiring and prescribing the manner of documenting paid absences.

7.21 **Staff Development Leave**

A staff development leave program shall be available to LRCEA members upon funding of the prescribed number of leaves and pursuant to the following procedures.

7.21.1 Nature and Purpose

Staff Development Leave provides the unit member with the opportunity to enhance his or her value to the District through further job-related education, the upgrading of skills or retraining for a different career path which is available at the District. The employee is totally released from his or her regular duties during the duration of the approved staff development leave to allow the unit member to engage in studies, projects, courses, or other beneficial activities which do not fall within his or her regular responsibilities during his or her regular work period. The leave may be used to complete interrupted studies, learn by observing methods used in industry or other educational institutions, or for the employee to get a substantial start on a goal of a better education.

7.21.2 Staff Development Leave Committee

A joint committee comprised of members of LRCEA and District management representatives shall administer the Staff Development Leave program.

7.21.2.1 Composition of Committee

The committee will be comprised of five (5) LRCEA members, one from each work location as they are defined in this Agreement, appointed by LRCEA President and five (5) management representatives appointed by the Chancellor, one of whom will be the Associate Vice Chancellor of Human Resources.

7.21.2.2 Release Time for Committee Members

Committee members will be provided reasonable release time without loss of compensation and benefits, including a reasonable amount of travel time to and from the member's work location, to attend official meetings of the committee.

7.21.3 Number of Staff Development Leaves per Year

The maximum number of Staff Development Leaves that will be available each year is three (3) five month leaves or 1.25 FTE. If recommended applicants are requesting less than a five-month leave period, additional classified applicants may be provided the opportunity for a Staff Development Leave. In no event shall the maximum leave period for all recommended applicants exceed 1.25 FTE per year.

7.21.3.1 Eligibility

Staff Development Leaves shall be available to all eligible LRCEA unit members.

7.21.3.2 Carryover

During the 2005-08 contract period, any Staff Development Leaves (FTE) which are not used or committed by the end of any contract year shall be carried over to the next fiscal year subject to Section 16.1.1. Such carryover FTE shall be available to eligible employees and the selection procedures shall follow the same procedures as defined in this section.

7.21.4 Service Agreement with the District

The successful applicant shall agree in writing to serve the District for a period of time which is equal to twice the period of the leave and shall begin his or her regular duties immediately after completion of the leave.

7.21.4.1 Penalty If Service Agreement Is Not Fulfilled

If the required employment/service or other terms of the service agreement are not fulfilled, the employee shall be required to repay the District the cost of salary and benefits, including health benefit premiums, which were provided to the employee during the period of the leave. If the employee completes a portion of the required service, a ratio shall be calculated based upon the amount of unserved time/service bears to the total required service period. Such ratio shall be applied to the total salary and benefit costs incurred by the District during the leave period and shall be owed to the District by the employee.

7.21.4.2 Serious Illness or Injury During Staff Development Leave

If the employee becomes seriously ill and cannot continue the activity, the Staff Development Leave will be converted to allowable sick leave at the commencement of the illness. The employee will not be required to repay the partial leave provided a verification of illness, signed by a physician, with dates and diagnosis is submitted to the Associate Vice Chancellor of Human Resources.

7.21.4.3 Impact of Death or Permanent Disability on Financial Obligation

The financial obligation shall not be required if death or permanent disability prevent fulfilling the work period required by the service agreement.

7.21.4.4 Written Agreement Required

The Board of Trustees of Los Rios Community College District finds that the interests of the District will be protected by the written agreement of the employee to fulfill the service requirement following the leave and waives the requirement that the employee furnish a suitable bond indemnifying the District against loss in the event that the employee fails to fulfill the service requirement following the leave.

7.21.5 Eligibility for Leave

Any employee who has a work assignment of at least seventy-five percent (75% FTE) of a full-time twelve (12) month assignment and has rendered service to the District for at least seven (7) consecutive years is eligible for a Staff Development Leave.

7.21.5.1 Full Release from Duty While on Staff Development Leave

The leave program is intended to fully release the employee from all regular assignments and responsibilities. A partial reduction in workload is not permitted.

7.21.5.2 Service Required Between Leaves Granted to the Same Employee

In addition, there must be seven (7) consecutive years of satisfactory service between leaves to one individual regardless of the length of the leave that was previously granted under these provisions (one (1) to five (5) months).

7.21.6 Duration and Period of Leave

A Staff Development Leave is available to an eligible LRCEA member for a period from one (1) to five (5) months at eighty-five percent (85%) of the employee's regular pay during the approved leave period that is scheduled during the employee's regularly assigned work schedule.

7.21.6.1 Minimum Staff Development Leave Allowed

Such leaves may be taken in one-quarter (1/4) or one (1) semester increments. The minimum approved leave is one (1) month.

7.21.7 Application Procedures

An application for a Staff Development Leave must receive the recommendation of the immediate supervisor and the appropriate administrator as well as the College President or the appropriate Vice Chancellor at the District Office.

7.21.7.1 Application Due Date

Applications for Staff Development Leaves must be submitted to the Associate Vice Chancellor of Human Resources on the Staff Development Leave form seven (7) months prior to the anticipated start of the requested leave to ensure consideration.

7.21.7.2 Purpose of Leave – Disclosure

If the applicant intends to enroll in school, the application must identify the educational institution, the academic term, and a list of courses with course descriptions. The application shall include the precise dates from the beginning and ending of the school term/session and the requested leave period. It is expected that if the requested leave is for five (5) months that the leave period will follow the District's or the applicable educational institution's academic term/semester.

7.21.7.3 Program and Activity Description Required

An outline of the planned program containing a statement of purpose and objectives and a detailed description of the activities proposed should be stated. In addition, an appropriate method of evaluation and the employee's plans for sharing the results of the studies, projects, or activities must be described.

7.21.7.4 Coverage During Leave

The supervisor and administrator must provide in writing on a separate document how the on-going responsibilities of the applicant will be fulfilled during the period of leave.

7.21.7.5 Staff Development Leave Form

All portions of the Staff Development Leave form must be completed or the application will be disqualified.

7.21.7.6 Reimbursement of Enrollment Fees and Cost of Books if Enrolled at a Los Rios College

The employee may apply for reimbursement of enrollment fees and cost of books if enrolling in any of the District colleges or outreach centers pursuant to Section 16.2.

7.21.7.7 Reimbursement of Tuition – Non Los Rios College

The employee may apply for reimbursement of tuition fees if enrolling at an accredited college pursuant to Section 16.3.

7.21.8 Selection of Candidates

In order to be considered, applications must meet one (1) or more of the following qualifiers:

- a) Retraining of applicant to allow for future new assignment in a needed area as determined by District priorities;
- b) Studies, projects, or activities that provide the employee with opportunities to upgrade skills and knowledge for current or future assignments;
- c) Complete uninterrupted studies which will benefit the employee, the District, other employees and students;
- d) Other activities which will enhance the employee's knowledge and value to the District, other employees and to students.

7.21.8.1 Scoring Applications

Members of the Staff Development Leave Committee will score qualifying applications according to the following weighted criteria:

- a) A clear delineation of the activities to be pursued: 1-3 points
- b) The statement of purpose and objectives: 1-5 points
- c) The impact of the training or studies on the employee, the District, other employees and to students: 1-10 points
- d) The method of sharing the results of the activity with others, if appropriate: 1-2 points
- e) Neatness and completeness of application: 1-3 points

7.21.8.2 Ranking Applications

Rankings will be determined from the composite rankings of the Staff Development Leave committee members reviewing the application. Applicants will be ranked by each reviewing committee member according to the highest number of points. The applicant with the highest points will be ranked number one (1), the next highest number two (2), etc. In the event there is a tie between applicants on the final ranking, the employee with the greatest seniority will be selected, provided all else is equal. Only the number of candidates allowed pursuant to Section 7.21.3 will be recommended to the Chancellor and the Board of Trustees, except that any unused leaves will be carried forward to the following academic year for use subject to Section 16.1.1.

7.21.8.2.1 *Composite Rating*

The composite rankings shall be computed by the Associate Vice Chancellor of Human Resources and individual committee member rankings shall remain confidential.

7.21.8.3 Appeal of Denial

Should the Chancellor or his or her designee disagree with the committee's selection, the reasons shall be given in writing and forwarded to the Staff Development Leave Committee within two (2) weeks after submission. Any employee who is recommended for a leave by the Staff Development Committee and is not recommended by the Chancellor shall have the right to appeal to the Board of Trustees. The decision of the Board of Trustees shall be final.

7.21.9 Reporting Requirements

All employees who receive a Staff Development Leave under these provisions must prepare a report describing the activity and explaining how the experience has helped them achieve the goal and objective originally proposed in the request for leave. The report should also include a plan for sharing information with colleagues or students, if appropriate.

7.21.9.1 Transcripts and Documents Required

If the employee attended school/college during the leave, he or she shall also submit a transcript or other appropriate documentation showing satisfactory attendance and successful completion of the course work as soon as reasonably possible. A grade point average of less than 2.0 for all of the courses taken under provision of this leave program is subject to a seventy-five percent (75%) payback of the total salary and benefit costs, including health premium benefits, which were incurred by the District during the leave period and shall be owed to the District by the employee.

7.21.9.2 Submission of Report

The report must be submitted to the Associate Vice Chancellor of Human Resources within two (2) months after the employee returns to regular duties. Failure to submit a report and transcripts (if applicable) within the required time lines will result in the employee being required to repay all or a portion of the salary and benefits paid during the period of leave.

7.21.9.3 Review of Report by Staff Development Leave Committee

The Staff Development Leave Committee will review the reports submitted by employees returning from a Staff Development Leave and shall recommend approval or disapproval of the report to the college president or vice chancellor. Upon approval, the report shall be transmitted to the Chancellor.

7.21.9.4 Recommendation of Staff Development Leave Committee Regarding the Report

If the Staff Development Leave Committee determines that the report fails to meet the requirements set forth in Section 7.21.9 above, the report will be returned to the employee for revision. The Staff Development Leave Committee will inform the employee in writing of the reasons for rejection of the report and what additional information is expected. The employee will be allowed twenty-five (25) working days to complete the report and resubmit it to the Associate Vice Chancellor of Human Resources.

7.21.9.5 Penalty for Failure to Complete Report

Failure to complete the report and resubmit and/or disapproval by the Staff Development Leave Committee of the final report is subject to a seventy-five percent (75%) payback of the total salary and benefit costs, including health premium benefits, incurred by the District during the leave period and shall be owed to the District by the employee.

7.21.10 Salary and Benefits During Staff Development Leave

The District shall provide eighty-five percent (85%) of the employee's regular pay during the period of the leave as long as the leave period falls within the assigned or regular work period of the employee. Monthly salary payments to the employee shall be provided in the same manner but at the reduced amount. The employee shall also receive the same level of health benefits or the District contribution amount towards medical, dental and long-term disability coverage that is provided during the employee's regular assignment when actively employed.

7.21.10.1 Service Time During the Leave

The leave shall be considered as service time with the District for salary schedule purposes provided that all requirements of the leave are fulfilled.

7.21.10.2 Sick Leave Accrual During Leave

During the period of the leave, the employee shall earn eighty-five percent (85%) of the normal credit for sick leave. Vacation days shall not be earned during the period of the leave. Accrued sick leave may not be used to extend the leave period.

7.21.11 Retirement Service Credit During Leave

Employees shall receive eighty-five percent (85%) of their regular credit for service credited with the Public Employees Retirement System (PERS).

Employees may, however, arrange to make a contribution to PERS to ensure full service credit for the period of the leave as provided by PERS regulations.

7.22 **Catastrophic Illness or Injury Leave Program**

The purpose of the Catastrophic Illness or Injury Leave Program is to establish a program where employees may donate eligible leave credits to a Catastrophic Illness or Injury Leave Bank that may be used by an eligible employee when that employee or a member of his or her immediate family suffers from a catastrophic illness or injury. The bank will be a pool available to any eligible employee from a participating bargaining unit or employee group. For purposes of administering the program, the Catastrophic Illness or Injury Leave Program shall operate on a cycle of three (3) years. The first cycle of the program shall commence on July 1, 2008 and end on June 30, 2011. Unless otherwise agreed, the Catastrophic Illness or Injury Leave Program shall automatically renew for an additional three (3) year cycle upon the conclusion of a cycle.

7.22.1 Definitions

For purposes of this section, the following terms are defined as follows:

7.22.1.1 Catastrophic Illness or Injury

Catastrophic illness or injury means an illness or injury that is expected to incapacitate an employee from work for an extended period of time, or that incapacitates a member of the employee's immediate family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her eligible sick leave, vacation, and other paid time off and is in less than full pay status.

7.22.1.2 Eligible Employee

An eligible employee is a permanent employee of the District who is not receiving benefits under the District's Industrial Accident and Illness Program and who is not eligible for or receiving benefits from the District's Disability Income Protection Program. To receive benefits from the Catastrophic Illness or Injury Leave Program, an eligible employee must be vested in the Catastrophic Illness or Injury Leave Program, pursuant to Section 7.22.4.1, and not be in probationary status. An eligible employee is further defined as an employee who due to catastrophic illness or injury is in less than full pay status.

7.22.1.3 Immediate Family

The immediate family of an employee for the purposes of the Catastrophic Illness or Injury Leave Program is defined as: mother, father, son, daughter, step-son, step-daughter, grandparent or grandchild of the employee; spouse or domestic partner of the employee; son or daughter of the domestic partner of the employee; brother or sister of the employee; or legal dependent of the employee.

7.22.1.4 Eligible Leave Credits

Eligible leave credits are accrued, unused vacation hours vested to a permanent employee or a probationary employee who has completed six (6) months or more of service.

7.22.2 Catastrophic Illness or Injury Leave Bank

A Catastrophic Illness or Injury Leave Bank shall be maintained by the District as follows:

7.22.2.1 Donations

A permanent employee or a probationary employee who has completed six (6) months or more of service may donate accrued, unused vacation leave to the Catastrophic Illness or Injury Leave Bank. Donations must be in a minimum block of three (3) hours but not more than forty (40) hours per solicitation. A donation once made shall be irrevocable. Donations may only be made upon an official solicitation by the District.

7.22.2.2 Probationary Employee Restriction

A probationary employee who has completed six (6) months or more of service may donate to the Catastrophic Illness or Injury Leave Bank but is not vested in the Catastrophic Illness or Injury Leave Program until he or she satisfactorily completes his or her probationary period. In the event the probationary employee does not complete his or her probationary period, his or her vacation donation will be restored to the employee.

7.22.2.3 Solicitation of Donations

Annually, the District shall solicit donations to the Catastrophic Illness or Injury Leave Bank. The annual solicitation shall occur in April. More frequent solicitations by the District may be made if the Catastrophic Illness or Injury Committee deems it appropriate.

7.22.2.4 Accounting for Donations

Donations shall be converted to a dollar amount based upon the donating employee's current rate of pay. The District shall maintain a separate accounting of the Catastrophic Illness or Injury Leave Bank.

7.22.3 Catastrophic Illness or Injury Committee

A Catastrophic Illness or Injury Committee shall be established to oversee the Catastrophic Illness or Injury Leave Program.

7.22.3.1 Committee Composition

The committee shall be composed of five (5) voting members with one member each appointed by the LRCEA, SEIU, LRSA, Management and Confidential units. The Director of Human Resources or designee shall serve as the non-voting chair of the Committee. The Committee shall have access to resource staff as deemed appropriate by the Committee in discharging their responsibility.

7.22.3.2 Release Time

Committee members will be provided release time without loss of compensation and benefits, including a reasonable amount of travel time to and from the member's work location, to attend the official meetings of the Committee.

7.22.3.3 Committee Charge

The Committee will be charged with oversight of the Catastrophic Illness or Injury Leave Program, including approval or disapproval of applications for Catastrophic Illness or Injury Leave. The decisions of the Committee shall be final. Committee deliberations are confidential and decisions on approving or disapproving a requested leave shall be made by majority, secret vote of members present. In order to approve or disapprove a requested leave, a quorum of the Committee, defined as three (3) or more voting members, must be present to vote. The Committee shall also be responsible for determining if additional solicitations other than the annual solicitation in April are needed.

7.22.3.4 Committee Limitation

The Committee may not approve a Catastrophic Illness or Injury Leave that exceeds the available funding in the Catastrophic Leave or Injury Leave Bank.

7.22.4 Application for Catastrophic Illness or Injury Leave

An eligible employee who is vested in the Catastrophic Illness or Injury Leave Program and who has satisfactorily completed his or her probationary period may apply for Catastrophic Illness or Injury Leave by submitting an application for such leave to the Director of Human Resources. Applications for Catastrophic Illness or Injury Leave will be reviewed and acted upon by the Catastrophic Illness and Injury Committee. In order for an application to be acted upon, a Release of Medical Information form must accompany the application.

7.22.4.1 Eligible Employee Vesting

An eligible employee must be vested in the Catastrophic Illness or Injury Leave Program prior to receiving a Catastrophic Illness or Injury Leave. To be vested, an eligible employee must have donated a minimum of three (3) accrued, unused vacation hours within each cycle, as defined in Section 7.22, of the Catastrophic Illness or Injury Leave Program. The employee must be vested in the cycle of the Catastrophic Illness or Injury Leave Program in which they apply for a Catastrophic Illness or Injury Leave.

7.22.4.2 Physician Statement Required

A physician's statement verifying the employee's incapacitation or the incapacitation of a member of the employee's immediate family which incapacity requires the employee to take time off from work to care for that family member must accompany the application for Catastrophic Illness or Injury Leave.

7.22.4.3 Length of Leave

The length of Catastrophic Illness or Injury Leave shall not exceed ninety (90) calendar days commencing from the first day that the employee is in less than full paid status.

7.22.4.4 Requirement to Exhaust All Eligible Paid Leaves

An eligible employee must have exhausted all eligible paid leaves, including accrued vacation and sick leave, and be in less than full pay status to qualify for a Catastrophic Illness or Injury Leave. Other Sick Leave (Five Month Law) and Catastrophic Illness or Injury Leave may be coordinated.

Article 8: Leaves Without Pay

8.1 Application for Leaves Without Pay

An employee will need to submit a request for leave without pay along with supporting reasons and/or documents to the administrative officer (Vice President of Administration or appropriate Vice Chancellor) at least two (2) weeks prior to the requested starting date of the leave except in cases of emergency. Two (2) weeks prior to the effective ending date of leave (as originally requested) the employee must notify the administrative officer of his or her intent to return to work (or request an extension of the leave).

8.1.1 Salary and Benefits During Leave Without Pay

An employee on leave without pay earns no benefits, except where expressly mandated by law, including time toward seniority standing. To earn a service increment, a regular employee must work seventy-five percent (75%) or more of the working time between anniversary dates.

8.1.2 Other Employment During Leave Without Pay

Gainful employment, unless specifically authorized by the Board of Trustees, is prohibited during a leave of absence. Consideration will be given in the event an employee requests permission to obtain gainful employment.

8.1.3 Restriction on Combining Leaves Without Pay

An employee may not combine leaves without pay that, when added together, exceed a maximum length of twelve (12) months. For example, an employee may not take an unpaid personal leave immediately following an unpaid long-term health leave when, in combination, the two (2) unpaid leaves would exceed a maximum length of twelve (12) months.

8.2 Long-Term Health Leave

A permanent classified employee may be granted a long-term unpaid health leave in accordance with the following provisions:

8.2.1 Eligibility for Long-term Health Leave

A permanent classified employee who has used all entitlement to sick leave and vacation or other available paid leave and who must be absent because of accident or illness may be granted a long-term unpaid health leave for a maximum period of one (1) year.

8.2.2 Resumption of Duties

An employee, upon ability to resume the duties of a position within the class to which he or she was assigned, may do so by notifying the site administrative officer in writing for forwarding to the District Human Resources Office two (2) weeks prior to the planned return to work, providing that the attending physician verifies that the employee is fully able to assume all the duties of the position. The District may pay and appoint a non-attending physician to examine the employee if the District believes there is just cause. Time lost shall not be considered a break in service.

8.2.3 *Inability to Resume Duties – Placement on 39-Month Reemployment List*
If, at the conclusion of the leave of absence, the employee is still unable to assume the duties of his or her position, he or she shall be placed on a reemployment list for a period of thirty-nine (39) months.

8.2.3.1 *Ability to Return to Work While on 39-Month Reemployment List*
If, during the prescribed thirty-nine (39) months, the employee is fully able to assume the duties of his or her position (as verified by the attending physician), the employee shall be reemployed in the first vacancy in the classification of his or her previous assignment. The first vacancy in the classification of his or her previous assignment will be determined by the date the position vacancy is authorized to be filled by District Fiscal Services. The District may pay and appoint a non-attending physician to examine the employee if the District believes there is just cause. Upon the resumption of his or her duties, the break in service will be disregarded and he or she shall be fully restored as a permanent employee. If the employee refuses the offer of reemployment, he or she shall be removed from the reemployment list and shall have no further rights of reemployment accorded an employee on the 39-month reemployment list.

8.3 **Long-Term Military Leave**

Military leave without pay may be granted to a permanent employee for a period of one (1) year and extended upon request as substantiated by military field orders; however, such leave shall not continue more than one (1) year beyond the date such military service becomes voluntary on the part of the employee.

8.4 **Family Care Leave**

The District shall comply with all applicable state and federal laws relating to Family Care Leave.

8.5 **Child Care**

A permanent employee may be granted additional unpaid leave immediately following the birth or adoption of a child that when added to the family care leave provision does not exceed one (1) year.

8.6 **Personal Leave**

A permanent employee who has used all entitled vacation time and who must be absent from work because of pressing personal reasons may be granted a personal leave without pay for a specified period of time not to exceed twelve (12) months.

8.7 **Full-Time Leave For Educational Purposes**

A permanent classified employee may be granted an unpaid full-time educational leave in accordance with the following provisions:

8.7.1 *Eligibility for Full-Time Leave for Educational Purposes*

A full-time educational purpose leave without pay for a maximum length of one (1) year may be granted to a permanent employee who has worked for the District for seven (7) consecutive years when it has been determined by the College President/designee or the Vice Chancellor/designee to be in the best interests of the college or the District divisions. The employee shall provide

verification of acceptance/enrollment at the beginning of the leave and transcripts at the end of the leave.

8.7.2 Participation in Staff Development Leave

The eligible employees may also apply for and participate in the Classified Staff Development Leave Program (paid leave) described in Section 7.21. Both leaves (paid and unpaid leave) may be combined for a maximum length of one (1) year.

8.8 **Part-Time Educational Leave**

A permanent classified employee may be granted an unpaid part-time educational leave in accordance with the following provisions:

8.8.1 Eligibility for Part-Time Educational Leave

A part-time educational leave without pay may be granted to an employee who has served the District for three (3) consecutive years upon recommendation of the supervisor and the administrative officer with the approval of the College President (or Vice Chancellor for District Office employees). The following conditions shall be given consideration:

8.8.1.1 Course of Study

The course or training session is related to the unit member's current position or would contribute toward potential promotional opportunities in the District.

8.8.1.2 Work Schedule

The employee and the supervisor can work out a schedule so that the department's work load will not be adversely affected by the employee's absence.

8.8.1.3 Funds

Additional funds will not be required.

8.9 **Peace Corps Leave**

Permanent employees who become Peace Corps volunteers may request a leave without pay for the period of their service in the Peace Corps not to exceed one (1) year.

Article 9: Compensation 2008-11

9.1 Funding Sources for Salary & Benefit Improvements

The bargaining unit shall receive its proportionate share of eighty percent (80%) of new or increased unrestricted revenue, as defined in Appendices A and B, which is above an established base amount.

9.1.1 Provisions relating to defined revenues and related base revenue amounts for 2008-09 compensation improvements are stated in Appendix A, which is attached hereto and incorporated herein.

9.1.2 Provisions relating to defined revenues and related base revenue amounts for 2009-10 and 2010-11 compensation improvements are stated in Appendix B, which is attached hereto and incorporated herein.

9.2 Salary Schedules and Initial Salary Placement

A regular employee at the time of employment will be placed on the first step of the appropriate salary range of the LRCEA Salary Schedule. Under extenuating circumstances, the Chancellor may authorize a higher step.

9.3 Anniversary Date

For anyone hired from the 1st through the 15th of the month, the anniversary date will be the first of that month; for anyone hired from the 16th through the 31st of the month, the anniversary date will be the first of the following month.

9.4 Earning A Step Increment

9.4.1 On the anniversary date, a regular employee will be advanced to the next step of the appropriate salary range.

9.4.2 Earning a service increment is dependent upon two conditions:

9.4.2.1 The employee must have served seventy-five percent (75%) of the required working days; i.e., 195 working days including holidays, paid sick leave, vacation, and other paid absences or leaves.

9.4.2.2 An overall performance review rating of "unacceptable" will, when applicable, prevent an employee from receiving his or her step increment for that year.

9.4.2.2.1 When the provisions of Section 9.4.2.2 occur, the employee will be re-evaluated within ninety (90) calendar days through the use of an additional performance evaluation as identified in Board Regulation 6141, Section 2.1.3. If the employee's special performance evaluation is no longer an overall "unacceptable" rating or the special evaluation has not been completed within one hundred (100) calendar days, the employee will be granted the step increment retroactively to his or her anniversary date.

9.5 Reclassification of Individual Position to Higher Salary Range

When the new job classification to which an employee is reclassified is one (1) or two (2) ranges above the rate of pay presently received, the employee will retain the same step on the higher applicable salary range.

Whenever a position is reassigned to a salary range which represents an increase of three (3) levels or more, the incumbent will be placed on the first step of the higher salary range or on the step which will allow an upward adjustment of at least one (1) step over the present rate of pay. In no case will an employee's salary exceed the last step of the higher salary range, except for applicable longevity increments.

9.6 Shift Differential

9.6.1 Unit members regularly working ten (10) or more hours of their regular weekly shift after 4:30 p.m. shall receive one (1) range shift differential.

9.6.2 Unit members regularly working ten (10) or more hours of their regular shift after 12:30 a.m. shall receive one (1) additional range shift differential in addition to the differential provided in Section 9.6.1.

9.7 Longevity

Step 7 is a longevity step and can only be attained after ten (10) full years of satisfactory service with the District. An additional longevity increment of four percent (4%) will be paid to members of the bargaining unit after fifteen (15) full years of service with the District. A third longevity increment of two percent (2%) will be paid to members of the bargaining unit after twenty-five (25) full years of service with the District.

After funding all other continuing costs as defined in Appendix A, Section A.2, including a continuing salary schedule improvement for all members at a minimum of three percent (3%) or the Statutory COLA for the year, whichever is greater, any remaining funds will be used to add a fourth longevity increment of two percent (2%) for twenty (20) years of service. In the event that remaining funds are not sufficient to fund the full increment, then those funds will be set aside to be combined with any residual funds as defined above in subsequent years until sufficient funds are available for implementation. The increment will be effective in the year that the total amount needed is available and will be retroactive to either July 1 or the date the employee achieves the increment. If additional continuing funds remain after funding the minimum salary schedule improvement and the additional longevity step, those funds will be distributed as per Appendix A. Set aside funds will be distributed as one-time-only until implementation occurs.

9.8 Regular Employee Preference Extension

If there is a need for additional classified service during non-regular work periods, existing staff will be offered an extension of regular employment before temporary staff are hired. Employees working during non-regular work periods in the same classification shall receive their appropriate rate of pay/benefits.

9.9 Salary Computation

Salaries for White Collar Unit members are computed on an annual basis. The salary ranges for the White Collar bargaining unit as reflected on the LRCEA Salary Schedule are contained in Appendix C.

- 9.9.1 12-month employees shall be compensated as follows:
Annual Salary ÷ 12 = Monthly Rate

(Note: Annual salary equals monthly salary in Appendix C multiplied by 12.)

- 9.9.2 Less than 12-month employees shall be compensated as follows:
Annual Salary ÷ 2080 = Hourly Rate

(Note: Annual salary equals monthly salary in Appendix C multiplied by 12).

Salary shall be computed as follows:

- a. Hourly Rate x's number of hours (including holidays) to be worked in the fiscal year.
- b. For months in which employees will work less than a full month:
 - (1) Multiply the number of hours actually scheduled to be worked in the particular month(s) by the hourly rate. This shall be the amount of that month's paycheck.
 - (2) Subtract the amount of (1) above from the amount of 9.9.2(a).
 - (3) Divide the amount in (2) above by the number of full months to be worked in the fiscal year. This shall be the amount of each remaining month's paycheck.

9.10 Salary Calculation – Employment After July 1

Method for calculating salary for employees who begin employment after July 1 of the fiscal year - First Month's pay.

- a. Calculate the number of hours the employee will work, including paid holidays, for the remainder of the fiscal year.
- b. Multiply the hourly rate by the total number of hours to be worked to determine the total amount that will be earned during the year.
- c. Multiply the monthly rate times remaining full months in the fiscal year.
- d. Subtract the answer in (c) from the answer in (b). The remainder equals the first month's pay.

9.11 Salary Calculation – Termination Before June 30

Method for calculating the salary for employees who leave employment before June 30 of the fiscal year - Final Pay.

- a. Calculate the number of hours the employee worked, including paid holidays, during the fiscal year.
- b. Multiply the hourly rate times the number of hours worked to determine how much was earned.

- c. Total all pay received to date for the current fiscal year.
- d. Subtract the answer in (c) from the answer in (b). The remainder equals the final pay.

9.12 Voluntary Deductions – Less than Twelve-Month Employee

For employees working less than twelve (12) months, certain voluntary deductions shall be computed and deducted over the pay period of the employee. Such voluntary deductions are:

- a. Any out-of-pocket cost for monthly medical and dental premiums, and
- b. Voluntary group life and accidental death monthly premiums.

The unit member shall be responsible for all other monthly premiums or payments of a voluntary nature during the months the employee is not receiving a monthly payroll check.

9.13 Repayment of Money Owed District

If monies are paid to an employee in excess of the appropriate amount due the employee, the employee is liable and responsible for repayment of the monies owed to the District. The employee shall bring the overpayment to the attention of the District Payroll Office as soon as it is discovered by the employee.

9.13.1 When the District discovers the error, the District Human Resources Director shall notify the employee, in writing, of the amount and nature of the overpayment.

9.13.2 The money owed to the District shall be deducted from the next warrant due to the employee when:

9.13.2.1 The overpayment is \$200 or less; or

9.13.2.2 When the overpayment is the result of overuse of leave privileges; or

9.13.2.3 The overpayment is an extraordinary amount that the employee would reasonably be expected to recognize as an error or overpayment; or

9.13.2.4 When the error is discovered within seven (7) working days of the overpayment and if the employee is notified within the same seven (7) day period.

9.13.2.5 Any verbal notice within the seven (7) day period must be followed by subsequent written notice prior to the collection of the overpayment. In addition to the planned payroll deduction, the District Human Resources Director shall inform the employee, in writing, that alternative payment plans may be requested for overpayments.

- 9.13.3 Any amounts due to the District which do not fall into any of the above categories will be deducted from future salary warrants at a rate of twenty percent (20%) of the employee's gross pay, but not less than \$200 per pay period until all money is repaid, unless other arrangements as stipulated in Section 9.13.6 have been agreed upon.
- 9.13.4 If an employee terminates employment with the District before the overpayment has been repaid, the remaining balance will be deducted in full from the final pay warrant. If the amount owed exceeds the final pay warrant, the remaining amount due shall be repaid to the District within thirty (30) days.
- 9.13.5 Regular nine-, ten-, and eleven-month employees will continue any repayment plan during their nonscheduled months by remitting the appropriate payment to the District Payroll Office by the first day of each month.
- 9.13.6 Requests for alternate payment plans may be submitted to the Director of Accounting Services. The decision to allow an alternate payment plan shall be based on any factors deemed relevant by the Director of Accounting Services at the District Office.
- 9.13.7 Disputes regarding overpayments shall be subject to the grievance procedure at Level III only.
- 9.13.8 In all cases, neither the District nor the employee shall be precluded from pursuing legal methods of resolution of a dispute regarding the debt.
- 9.13.9 Nothing in this section shall preclude an employee from agreeing to repayment of the debt in larger increments provided the employee agrees to do so voluntarily.

Article 10: Fringe Benefits

10.0 Insurance Review Committee

The District shall provide coverage for health, dental, life, and other fringe benefit programs for members of the unit through plans recommended by the Insurance Review Committee (IRC) and adopted by the District. LRCEA may appoint a unit member as their representative to the IRC.

10.1 Section 125 Plan, Premium Only Plan, Dependent Care Assistance Program and Flexible Spending Accounts

10.1.1 Medical & Dental Premiums (Premium Only Plan)

The payroll calculations used by the District considers the pre-tax effect for medical and dental premium out-of-pocket costs paid by LRCEA members and other District employees.

10.1.2 Section 125 Plan – Dependent Care Assistance Program and Medical Expense Flexible Spending Account

A Dependent Care Assistance Program is provided to employees as permitted by Internal Revenue Code Section 125. This plan allows employees to annually elect to have a specified amount withheld from the salary payments for dependent care costs before income taxes are calculated. Employees must file claims for reimbursement when eligible costs have been incurred which then allows employees to pay for dependent care costs with pre-tax dollars. The District also has a Medical Expense Flexible Spending Account (FSA) plan. The plan enables employees to fund eligible uncovered medical/dental/vision expenses with pre-tax dollars. Typical out of pocket expenses eligible under this plan include, but are not limited to, vision care expenses such as eyeglasses and contact lenses, orthodontia, medical and dental co-pays.

10.1.2.1 If an employee's monthly pay is not adequate to allow for the dependent care or FSA deduction, that month's deduction will be skipped.

10.1.3 The District may charge participants a fee to cover the costs of administering the program should a third party administrator be engaged. LRCEA shall participate in the selection of a third party administrator through the District Insurance Review Committee.

10.1.4 A detailed description of plan benefits, eligible costs, and requirements can be obtained by contacting the Los Rios Employee Benefits Department. Employees should review this literature before electing to participate in either the Dependent Care Assistance Plan or the Medical Expense FSA.

10.1.5 Participation in the plan requires an annual election made at the time of hire or during the open enrollment period each year held in conjunction with the health/dental open enrollment period. There are no other opportunities during the year for employees to elect to participate in the plan.

10.1.6 Continuation of this plan is subject to the Internal Revenue Code. Should the code be changed or modified in any way, the plan shall be amended to comply with any federal/state changes and as determined by the District and LRCEA through the District Insurance Review Committee.

10.2 Health/Medical & Other Insurance

The District shall make a monthly contribution for employee and dependent(s) health/medical insurance coverage up to the lowest premium rate established by any of the District's carriers providing coverage to LRCEA unit members. The carriers for the LRCEA unit as of the 2008-09 fiscal year are: HealthNet, Kaiser Health, and PacifiCare plans.

10.2.1 The maximum District contribution amount in 2008-09 is currently established at \$746.66 per month for Kaiser, HealthNet and PacifiCare participants. Increases to the District contract level shall be funded from defined revenues described in Appendix A of this Agreement.

10.3 Dental Insurance

The District shall contribute up to a maximum of the monthly premium amount established for the self-funded dental program of the District plus any enhancement mutually agreed between LRCEA and the District.

10.3.1 The maximum District contribution amount in 2008-09 is currently established at \$117.00 (estimated) per month and any increase above this level shall be funded from defined revenues described in Appendix A of this Agreement.

10.4 Vision Plan

LRCEA employees may voluntarily participate in the District's vision plan. The cost for participation is borne by the employee.

10.5 Medical/Dental Coverage – Work Assignment Increases

The District will allow regular employees who have never been enrolled previously, to enroll in the existing medical and/or dental insurance programs when the employee becomes eligible for an increased District contribution for medical or dental insurance due to a permanent increase in hours of employment. The District will notify the employee in writing of the provision of this section. The employee must then request enrollment in writing and within sixty (60) days of the effective date of the increased assignment. Coverage for this benefit would be effective the first day of the second month following written submission of enrollment application(s) to the Employee Benefits Department.

10.6 District Contribution Levels for Employees Hired as of September 1, 1993

The maximum monthly contribution level for medical and dental coverage as defined in Sections 10.2 through 10.3 shall be provided to each participating unit member who is employed as of September 1, 1993 and who has:

- a) a regularly assigned work schedule of twenty (20) or more hours per week; and
- b) a work year of nine, ten, eleven or twelve months a year.

10.6.1 For each participating unit member employed as of September 1, 1993, who has:

- a) a work schedule less than twenty (20) hours per week (less than 50%);
and
- b) a work year of nine, ten, eleven or twelve months a year.

The District contribution shall be a proportionate amount of the maximum amount specified in 10.2 and 10.3 above.

10.6.1.1 The proportionate share shall be determined by calculating a percentage of the number of hours worked part-time as it relates to a full-time forty (40) hour a week position. (For example: A regular employee working ten (10) hours per week would be eligible for 10/40 or 25% of the maximum applicable District contribution.)

10.7 District Contribution Levels for Employees Hired after September 1, 1993

The maximum monthly contribution level for medical and dental coverage as defined in Sections 10.2 through 10.3 shall be provided to each participating unit member who has a regularly assigned work year of fifty percent (50%) or more of a full-time equivalent (FTE) position.

10.7.1 A full-time equivalent position is based upon an assigned twelve (12) month work year and regularly scheduled to work forty (40) hours per week.

10.7.2 The determination of the less than full-time equivalent factor shall be based upon the authorized FTE level established for the position. Intermittent or non-regularly scheduled hourly work which may occur during non-paid periods shall not be used in the determination of the FTE factor or the related District contribution level.

10.7.3 For each participating member who is hired after September 1, 1993, whose regularly assigned work schedule is less than fifty percent (50%) of a full-time equivalent (FTE) position, the District contribution level shall be a proportionate amount of the maximum amount shown in Sections 10.2 and 10.3 above.

For example, the District contribution level for a regular employee working ten hours per week for ten months would be twenty one percent (21%), which is computed as follows:

$$\begin{array}{rcl} 10 \text{ hours}/40 \text{ hours} & = & 25\% \\ 10 \text{ months}/12 \text{ months} & = & 83\% \end{array}$$

$$25\% \times 83\% = 20.8\% \text{ of the maximum District contribution level.}$$

10.8 Payroll Deductions Schedule

The District will continue to pay the established amount for medical and dental insurance coverage for the employee as long as he or she remains in paid status. Any out-of-pocket costs for the selected insurances shall be deducted over the pay period of the employee.

10.8.1 Premiums for nine-, ten- and eleven-month employees will be paid by the District during regular non-pay months. Employee contributions for insurance premiums for the non-paid months will be deducted in equal amounts in advance during the employees' paid work months. This provision applies to regular employees working nine-, ten-, or eleven-month work years.

10.9 Disability Income Protection

The District shall maintain a policy of disability income protection for unit members who work fifty percent (50%) or more of full-time. For purposes of disability income coverage, fifty percent (50%) or more is based upon a minimum twenty (20) hours or more a week for a nine-, ten- or eleven-month unit member.

10.9.1 Unit members who receive payment under the terms of the policy of the District's disability income protection plan shall be provided the same level of District medical benefits that they were receiving at the time of disability for the period not to exceed a twelve (12) month period following the expiration of the employee's paid leaves. This benefit is provided to eligible employees for a maximum of twelve (12) months during his or her lifetime.

10.9.2 Payment arrangement for any monthly out-of-pocket premium costs in excess of the established District contribution must be made with the Employee Benefits Department at the District Office. Any out-of-pocket premium costs must be paid by the first day of each month or coverage will lapse.

10.9.3 If the disability payments should stop for any reason during the one-year period and the employee has not returned to work, the District contribution will terminate on the last day of the month in which the disability payments ceased. The unit member shall immediately notify the District if disability payments cease.

10.9.4 After the twelve-month period, unit members qualifying to receive payment under the terms of the policy for disability income protection may continue to be covered under the District's medical benefits program at the employee's expense provided that the program or policy permits such participation. Payment arrangements must also be made with the Employee Benefits Department at the District Office.

10.9.5 Employees who elect to retire during this one-year period, and who qualify for the retiree medical District contribution, shall be subject to the rules governing retiree District contributions after the one-year period.

10.9.6 Should the employee's resignation or termination occur within the twelve (12) month period, the employee may elect COBRA benefits or District medical extension only.

10.9.6.1 If the employee elects COBRA benefits, the District will pay the amount determined in Section 10.9.1 toward the COBRA medical premium until the District has paid the full twelve-month benefit provided in Section 10.9.1. During this period, the employee must pay the normal employee contribution to maintain this benefit. The employee shall make any COBRA premium payments thereafter.

- 10.9.6.2 If the employee elects District medical extension only, the District will pay the amount determined in Section 10.9.1 toward the medical premium until the District has paid the full twelve-month benefit provided in Section 10.9.1. During this period, the employee must pay the normal employee contribution to maintain this benefit. The employee's participation in the District medical plan will cease at the end of the District-paid period.

10.10 Health Care Benefit for Retirees

A District contribution shall be provided to the unit member who qualifies or is eligible based upon one of the following:

- 10.10.1 For full-time regular members (40 hour week, 9 or more work months) of the bargaining unit employed before February 1, 1989, the District shall make monthly contributions for those members who have three (3) immediate prior years of service with the District at the time of retirement.
- 10.10.2 The District shall make monthly contributions for full-time regular members (40 hour week, 9 or more work months) of the bargaining unit employed between February 1, 1989, and June 30, 1990, who have seven (7) immediate prior years of service with the District at the time of retirement.
- 10.10.3 For full-time regular members (40 hour week, 9 or more work months) of the bargaining unit who were hired after June 30, 1990, to August 31, 1993, the District shall make monthly contributions for those members who have twelve (12) immediate prior years of service with the District at the time of retirement.
- 10.10.4 For full-time regular members (40 hour week, 9 or more work months) of the bargaining unit who were hired on or after September 1, 1993, the District shall make monthly contributions for those members who have fifteen (15) immediate prior years of service with the District at the time of retirement.
- 10.10.5 The District shall make a monthly contribution for eligible unit members of the bargaining unit who are age fifty-five (55) or over at the currently established rate of \$197 a month. The District contribution towards medical premiums is provided for the retiree only.
 - 10.10.5.1 The amount of the District contribution toward retiree health care benefits may exceed the above schedule amount if such increase is a result of policies publicly adopted by the Board of Trustees. Retirees are bound by their choice of the District health plan made during the open enrollment period just prior to retirement and must participate continuously in the plan in order to remain in the selected District health plan.
 - 10.10.5.2 The retiring employee may elect to be covered by a health plan other than a District health plan and the established monthly District contribution level shall apply. Once a health plan other than the District's plan is selected, the retiring employee or retiree will not be allowed to re-enroll in a District health plan unless an open enrollment period is granted by District providers.

10.10.5.3 In order to receive the District contribution upon retirement from the District, the employee must be vested in either the California State Teachers Retirement System (STRS) or the California Public Employees Retirement System (PERS) and be collecting retirement benefits from either PERS or STRS. In accordance with State guidelines, the monthly retirement benefit from PERS or STRS must exceed the cost of the monthly medical premiums if the retiree participates in the Kaiser plan.

10.10.5.4 The monthly District contribution for health care benefits for the retiree shall be processed electronically utilizing the retiree's selected financial institution.

10.10.6 The District monthly contribution shall also apply for eligible members of the bargaining unit who retire between the ages of fifty (50) and fifty-five (55), if the unit member was receiving disability income under the District's disability income protection plan just prior to retirement and the qualifying years of service have been met.

10.11 **Parking Fees**

Access to parking lots on District properties is provided to LRCEA unit members as a fringe benefit. Costs for this parking shall not be chargeable to monies assigned to LRCEA per the compensation formula defined in Appendix A.

10.12 **Life Insurance**

10.12.1 The District shall provide \$50,000 of term life insurance and accidental death and dismemberment coverage for regular members of the unit through plans recommended by the Insurance Review Committee and adopted by the District. Coverage is effective July 1, 2007 for a three-year period.

10.12.2 Coverage is provided to regular unit members with a permanent assignment of fifty percent (50%) or more. Coverage is effective upon meeting the eligibility requirements at no out-of-pocket cost to participants during the term of this agreement.

Article 11: Grievance Procedure

11.1 Definition

For the purpose of this Agreement, a grievance is a written document specifying a single allegation endorsed by any number of employees of this bargaining unit or by LRCEA (if alleging a violation under Articles 2 and 3 of this Agreement or as a co-filer with an individual grievant or as an authorized representative of the grievant) that the grievant has been adversely affected by a violation, misapplication, or misinterpretation of the terms of this Agreement. Further, the grievance must specify a remedy mutually applicable to all parties endorsing the grievance.

11.2 Purpose

Both parties agree that the purpose of this grievance procedure is to resolve grievances at the lowest possible administrative level.

11.3 Utilizing Procedure in Proper Order

All levels of the grievance procedure must, unless otherwise mutually agreed to by the parties of this Agreement, be exhausted prior to the seeking of other remedial relief.

11.4 Consolidation of Grievances

If grievances that are not significantly different from one another are made by more than one allegation document, the LRCEA and the District, by mutual agreement, shall be allowed to consolidate all such grievances and process them as if they were a single grievance.

11.5 Exclusions

11.5.1 Board Policies

Specifically excluded from this grievance process are actions to challenge or change the general policies of the District as set forth in Board or Administrative policies or rules, except such policies or rules that are within the scope of representation pursuant to Section 3543.2 of the Educational Employment Relations Act. Such issues must be undertaken under separate legal processes.

11.5.2 Other Exclusions

Also specifically excluded from this grievance procedure are any claims or disputes relating to the following issues:

11.5.2.1 Recognition

11.5.2.2 No strike clause

11.5.2.3 Management rights

11.5.2.4 Evaluation standards employed or judgments rendered

11.5.2.5 Discipline or discharge

11.6 Conditions of the Grievance Process

11.6.1 Right to Representation

At levels I, II, III (i.e., Immediate Supervisor, President/Vice Chancellor and Chancellor levels) as well as at the Informal stage, the grievant may choose either:

- 11.6.1.1 To be represented/accompanied by an agent of LRCEA; or,
- 11.6.1.2 To be represented by herself or himself alone.

11.6.2 Filing a Grievance Without LRCEA Representation

Whenever a unit member chooses to pursue a grievance without LRCEA representation, the District shall ensure that a copy of the grievance is forwarded by Certified U.S. mail to the office of LRCEA not later than the same date that it is filed with the District. Further, whenever an employee chooses to pursue a grievance without LRCEA representation:

- a) The District shall give LRCEA reasonable advance written notice of the schedule for any grievance meetings; and,
- b) The District shall notify LRCEA in writing of any settlement mutually proposed by the grievant and the District; and,
- c) LRCEA shall have the right of comment within a reasonable time frame prior to execution of such proposed settlement; and,
- d) The District shall not execute any settlement of the grievance that amends or modifies any provision(s) of this Agreement in any manner whatsoever unless the District has the express prior written agreement of LRCEA to do so; and
- e) LRCEA shall have the right to be represented by an observer at meetings between the grievant and the District.

11.6.3 Limit on Processing Grievance to Levels IV and V Without LRCEA Authorization

At levels IV and V (i.e., Board of Review and Board of Trustees), the grievant, before proceeding, must secure both:

- a) The express prior written agreement of LRCEA to do so; and,
- b) The appointment of an agent of LRCEA to represent the grievant; and,
- c) If LRCEA chooses not to approve the appeal and/or not to appoint an agent to represent the grievant, then the administrative remedy of the grievant shall be deemed exhausted.

11.7 Definition of a Day

A day is any District workday, Monday through Friday, except legal holidays and Board-granted days off. Both the District and LRCEA agree that the parties will attempt to

conclude grievances within normal District workdays even though the grievant may not be scheduled to work.

11.8 Time Limits

Time limits specified in this grievance procedure may be waived by mutual written consent of the grievant or LRCEA and the District at levels I, II, and III, but may only be waived by mutual written consent of LRCEA and the District for levels IV and V. Failure to submit the grievance in accordance with time limits (unless waived by both parties) shall constitute abandonment of the grievance. Failure by the District to submit a written reply within the specified time at any step shall permit the grievant to proceed to the next grievance level, except in the case of an employee grievant acting without LRCEA representation the grievance shall not proceed beyond Level III without express prior written approval to do so from LRCEA.

11.9 Withdrawing a Grievance

A grievance may be terminated at any time upon receipt of a signed statement from the grievant, if the grievant is not represented by LRCEA, or his or her LRCEA representative, if the grievant is represented by LRCEA, that the grievance is being withdrawn. However, the withdrawal of a grievance shall not be precedent setting regarding the issue that was the subject of the grievance.

11.10 Release Time

The grievant, LRCEA representative, and witnesses when called may be released from duty when necessary to attend conferences or hearings with the District at each level of the grievance procedure.

11.11 Grievant Rights

Should the grievance proceed before the Board of Trustees, the grievant has the right to:

11.11.1 Be present; and,

11.11.2 Hear all testimony presented to the Board; and,

11.11.3 Give testimony in his or her own behalf; and,

11.11.4 Call others to give testimony in his or her behalf; and,

11.11.5 Have his or her LRCEA representative question any person giving testimony; and,

11.11.6 Be accompanied and represented by the LRCEA, including legal counsel.

11.12 Grievance Records

All records of grievance shall be filed with Human Resources separately from the personnel files of the participants.

11.13 Non-Reprisal

Neither the Board of Trustees nor any member of the administration nor LRCEA shall take reprisals affecting the employment status of any employee of the District by reason of the employee's participation in a grievance procedure.

11.14 Processing of Grievance

Grievances will be processed in the following manner and within the stated time limits. A formal written grievance must be filed within twenty (20) days of the event giving rise to the grievance or within twenty (20) days of the time when the grievant knew or reasonably should have known of the event giving rise to the grievance.

11.15 Informal Grievance Procedure

Prior to filing a formal written grievance, the employee may attempt to settle the dispute by an informal conference with the immediate supervisor.

11.16 Formal Grievance Levels

11.16.1 Grievance Form

All formal grievances shall be filed on a LRCEA grievance form in Appendix D attached hereto and incorporated by reference as a part of this Agreement. The LRCEA grievance form shall be mutually agreed to by the District and LRCEA within thirty (30) days of the ratification of this Agreement by both parties. Copies of the LRCEA grievance form shall be made available by the District to employees and LRCEA upon request. Copies of the LRCEA grievance form shall also be available at the office of the administrative officer of the work location.

11.16.2 Level I – Immediate Supervisor

The grievance shall be reduced to writing on a LRCEA grievance form signed by the employee (or LRCEA representative if regarding Articles 2 and 3 of this Agreement or as a co-filer with an individual grievant or as an authorized representative of the grievant) and filed with the immediate supervisor (District Human Resources Director, if filed by LRCEA regarding Articles 2 and 3).

11.16.2.1 Information Requirement

The grievance shall include the following information: A statement of the grievance and the facts upon which it is based; the remedial action requested; and the article and section(s) of this Agreement alleged to have been violated.

11.16.2.2 Meeting of the Parties

The parties shall meet within five (5) days of the filing of the grievance.

11.16.2.3 Proposed Resolution

The proposed resolution of the grievance will be prepared in writing by the immediate supervisor and submitted to the employee and LRCEA within five (5) days of the meeting held with the employee.

11.16.3 Level II – President/Designee (College) / Chancellor/Designee (District Office/Facilities Management)

If the grievant is dissatisfied with the decision proposed by the District at Level I, the grievant may appeal the decision within five (5) days after receipt of the written Level I decision.

11.16.3.1 Filing the Appeal

The appeal shall be filed with the College President/designee if the grievance originated at a work location that is a college, or to the Chancellor/designee if the grievance originated at the District Office or Facilities Management.

11.16.3.2 Material Required for Appeal

The original grievance, the proposed written decision of the immediate supervisor at Level I, if provided, and a written statement of the reason for the appeal shall be included when appealing the grievance to Level II.

11.16.3.3 Meeting of the Parties

The College President/designee or Chancellor/designee, whichever is appropriate, shall meet with the grievant and LRCEA representative within ten (10) days of receiving the appeal of the grievance.

11.16.3.4 Proposed Resolution

The proposed resolution of the grievance will be prepared in writing by the College President/designee or Chancellor/designee, whichever is appropriate, and submitted to the grievant and LRCEA representative within ten (10) days of the Level II meeting with the grievant.

11.16.4 Level III – Chancellor/Designee

If the grievant is dissatisfied with the decision proposed by the District at Level II, the grievant may appeal the decision within five (5) days after receipt of the written Level II decision.

11.16.4.1 Filing the Appeal

The appeal shall be filed with the Chancellor/designee.

11.16.4.2 Material Required for Appeal

The original grievance, the proposed written decision of the immediate supervisor at Level I, if provided, the proposed decision rendered at Level II, if rendered, and a written statement of the reason for the appeal shall be included when appealing the grievance to Level III.

11.16.4.3 Meeting of the Parties

The Chancellor/designee shall meet with the grievant and LRCEA representative within ten (10) days of receiving the appeal of the grievance.

11.16.4.4 Proposed Resolution

The proposed resolution of the grievance will be prepared in writing by the Chancellor/designee and submitted to the grievant and LRCEA representative within ten (10) days of the Level III meeting with the grievant.

11.16.5 Level IV - Board of Review

LRCEA, on behalf of the grievant, may appeal the decision of Level III within five (5) days after receipt of the written decision of the Chancellor/designee to a Board of Review.

11.16.5.1 Filing the Appeal

The appeal shall be filed in the office of the Chancellor.

11.16.5.2 Material Required for Appeal

The original grievance, the proposed decision of the immediate supervisor at Level I, if provided, the proposed decision rendered at Level II, if rendered, the decision of the Chancellor/designee at Level III, if any, and a written statement of the reason for the appeal shall be included when appealing the grievance to Level IV.

11.16.5.3 Composition of the Board of Review

The Board of Review shall consist of three (3) members. Those eligible to serve as chairperson of the Board of Review shall be limited to those obtained from a list from the State Mediation and Conciliation Service or those obtained from a list developed by PERB.

11.16.5.3.1 *Selection of Members by the Parties*

Within five (5) days of receipt of the appeal, each party shall select a member of the Board of Review and shall so notify the office of the Associate Vice Chancellor of Human Resources.

11.16.5.3.2 *Chairperson List*

Within five (5) days of the receipt of the appeal, the office of the Associate Vice Chancellor of Human Resources shall make a written request to the State Mediation and Conciliation Service or PERB for a list of seven (7) names of individuals who can serve as the chairperson of the Board of Review pursuant to this Agreement. The written request shall include that the list of names be provided to both the District and LRCEA as soon as possible.

11.16.5.3.3 *Selection of Chairperson*

Within five (5) days of the receipt of the list of names of individuals who can serve as chairperson of the Board of Review, the LRCEA President/designee and Chancellor/designee shall alternately strike names from the list until one name remains. The individual whose name remains shall serve as the chairperson of the Board of Review for the grievance.

11.16.5.4 Cost of the Chairperson

The cost of the services of the chairperson of the Board of Review, including per diem expenses, if any, travel and subsistence expense, the cost of recording the hearings, the cost of any hearing

room, and any costs ordered by the chairperson will be shared equally by the parties. All other costs will be borne by the party incurring them.

11.16.5.5 Hearing Schedule

Every reasonable effort shall be made to conduct a hearing by the Board of Review with the parties to the grievance within thirty (30) days of the selection of the chairperson of the Board of Review.

11.16.5.6 Attendance at Hearings

The parties to the grievance will be allowed to attend all hearings at which information is given to the Board of Review. Sessions of the Board of Review shall be private, with attendance limited to the members of the Board of Review, the parties to the grievance, their representatives if any, and witnesses called by the Board of Review.

11.16.5.7 Limit on Disclosure of Proceedings

During the pendency of a proceeding before the Board of Review, no disclosure of the proceedings shall be made public without concurrence of the chairperson and the parties to the grievance.

11.16.5.8 Decision of the Board of Review

The Board of Review shall issue its written decision on the grievance not later than twenty (20) days from the date of the close of the hearings. Its decision shall be in writing, shall include findings of fact, reasoning and conclusions on issues submitted, and shall be transmitted promptly to LRCEA and the District.

11.16.5.9 Limits on Decision of the Board of Review

The Board of Review shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provision of this Agreement. They shall consider and decide only the specific issue submitted to them in writing by the Board's representative and the aggrieved and shall have no authority to make recommendation on any other issue not so submitted to them. The Board of Review shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way to applicable laws and rules and regulations having the force and effect of law.

11.16.5.10 Effect of the Decision of the Board of Review

The decision of the Board of Review shall supersede all previous decisions and shall become binding on all parties unless appealed in writing to the Board of Trustees by LRCEA or the District within five (5) days after receiving the Board of Review decision.

11.16.6 Level V - Board of Trustees

The decision of the Board of Trustees shall supersede all previous decisions on the grievance and shall become binding on all parties. The Board of Trustees shall render a final decision within forty-five (45) days after receipt of the appeal and shall transmit it promptly to LRCEA, the Chancellor, and members of the Board of Review.

11.16.6.1 Limits on Evidence

If, during its deliberations on the matter, the Board of Trustees receives evidence from either party to the grievance, it shall receive evidence from both parties on the issue(s) in question before it renders its final decision.

Article 12: Health & Safety

12.1 Safety

Safety is a mutual concern to both employees and employer. The District recognizes its responsibility to comply with CAL-OSHA regulations and the Illness/Injury Prevention Act in providing employees with healthy and safe working conditions. The District, its employees, and LRCEA recognize their duty to follow safe working procedures, to utilize appropriate safety gear, and to submit written reports of unhealthy and/or unsafe conditions, pursuant to District provided training. Employees should timely report conditions to their immediate supervisor deemed to be unhealthy, unsafe, hazardous, or which represent a danger to health and safety.

12.2 Illness/Injury Prevention Plan

The District will operate an Illness/Injury Prevention Plan (IIPP) as required by law. The District shall provide LRCEA with the current, written IIPP for the District within thirty (30) calendar days of the effective date of this Agreement and shall provide LRCEA, in writing, with any changes to the IIPP during the term of this Agreement. Members of the white collar unit, after being informed of the procedures, will adhere to the IIPP.

12.3 Resolving Disputes

Any on-the-job disputes over health and safety conditions that cannot be resolved between the employee and his or her immediate supervisor will be addressed to the work location safety officer at the work location where the employee is permanently assigned. Nothing herein shall be deemed to prohibit an employee from filing a grievance over any health and/or safety concern pursuant to the provisions of the grievance procedure included in this Agreement.

12.3.1 Work Location Safety Officer

The work location safety officer at a college and all satellites is the Vice President of Administration/designee; at Facilities Management and all satellites, it is the Associate Vice Chancellor of Facilities Management/designee; and at the District Office and all satellites, it is the Director of General Services/designee.

12.4 Location Health and Safety Committees

To ensure employer/employee recognition of the importance of a safe working environment and healthy and safe working conditions, work location health and safety committees shall be constituted at each college of the District, Facilities Management and the District Office.

12.4.1 Composition of Committees

Each employee organization that has been exclusively recognized as an exclusive bargaining representative in the District pursuant to EERB may voluntarily participate on the health and safety committee at each work location and each one that does may select one representative assigned to that work location to serve on the committee. A representative of management/confidential employees at that work location may also serve on the committee. For purposes of this Agreement, LRCEA representatives on such health and safety committees shall be appointed by the LRCEA

President. The work location safety officer will assume responsibility for coordinating meetings of the work location safety committee.

12.4.2 Membership List

A listing of the health and safety committee membership at each work location shall be compiled by District Human Resources and shall be provided by October 1 of each fiscal year to LRCEA. LRCEA will annually provide District Human Resources with a list of appointments to all committees for which it has jurisdiction.

12.4.3 Committee Operating Procedure

The work location safety officer will coordinate meetings of the work location health and safety committee at each work location. The committee shall meet at least quarterly each fiscal year. The committee members will determine the operating procedures for the committee; however, a written record of each meeting will be maintained and a copy of the minutes of each meeting shall be provided to the LRCEA President at the time the minutes are distributed to committee members.

12.4.4 Committee Review

As part of its activity, health and safety committees will review and make recommendations regarding the following:

12.4.4.1 Accident Reports

Accident reports filed by employees during the intervening period. The committee will examine the cause and develop a follow-up procedure for correction, if possible.

12.4.4.2 Reports of Other Health and Safety Problems

Reports filed by employees or others of alleged health and/or safety deficiencies or problems or health and/or safety hazards.

12.4.4.3 Health and Safety Equipment/Training Updates

Health and safety equipment, health and safety classes and other related health and safety matters, including health and safety procedures, health and safety handbooks, and the responsibility of the District and employees concerning health and safety practices at work.

12.4.5 Release Time for LRCEA Representative

Each LRCEA representative appointed to a health and safety committee shall be provided release time by the District without any loss of compensation to attend committee meetings, including reasonable travel time to and from such meetings should the meeting be held at a work location other than the representative's work location.

12.4.6 Limit on Committee Authority

Nothing herein shall be deemed to allow any health and safety committee in the District to, in any manner whatsoever, amend and/or modify the terms and conditions of this Agreement.

12.5 Employee Safety Information Form

All reports of unhealthy, unsafe or hazardous conditions shall be reported on the Employee Safety Information Form. The Employee Safety Information Form will be available at each work location in the office of the work location safety officer and the office of the administrative officer of the work location.

12.5.1 Filing an Employee Safety Information Form

When an employee files an Employee Safety Information Form, the employee may file the form with the employee's immediate supervisor or the work location safety officer, or, in the absence of either, with the administrative officer of the work location. The employee making the report will receive a complete copy of the completed form including a written description of any action taken or a written explanation describing why the condition was not unhealthy, unsafe or not hazardous.

12.6 District Health and Safety Committee

A representative will be appointed from each work location health and safety committee to act as a representative to a district-wide Health and Safety Committee. The LRCEA President may also appoint a LRCEA member to serve as a representative on the District Health and Safety Committee. The District health and safety committee will be coordinated by the District manager who has overall responsibility for the District's health and safety program. The committee will meet at least semiannually to review accident and safety experience in the District, to review changes to the IIPP, and to coordinate district-wide safety campaigns and procedures designed to combat unsafe and/or unhealthy practices and increase safety consciousness.

12.6.1 Release Time for LRCEA Representative

The LRCEA representative to the District health and safety committee shall receive release time without loss of any compensation to attend meetings or activities of the committee, including reasonable travel time to and from such meetings and activities.

12.7 Annual Review

An annual health and safety training review will be conducted at each of the District work locations described in this Agreement, with a copy of the review provided to LRCEA upon completion of the review.

Article 13: Non-Discrimination

13.1 **Acknowledgement of the Parties**

The District and the Los Rios Classified Employees Association agree not to discriminate against any employee on the basis of race, color, creed, national origin, religion, gender, age, sexual orientation, political beliefs, political activities, political affiliation or marital status and shall conform to the provisions of the Americans with Disabilities Act.

13.2 **Complaints**

Complaints of discrimination or sexual harassment will be addressed in accordance with established policies and administrative regulations of the Board of Trustees and State law.

13.2.1 Meetings Regarding Complaints

Prior to conducting any meeting with an employee who has filed a charge of discrimination and/or sexual harassment, is charged with discrimination and/or sexual harassment, or is being investigated regarding such charges, or is called as a witness regarding a charge of discrimination and/or sexual harassment, the District shall notify the employee of his or her right to have LRCEA representation present at all such meetings. The District shall give reasonable advance notice to the employee prior to meetings of this type being scheduled in order for the employee to arrange to have LRCEA representation present if he or she so desires. Notices relating to matters described herein shall be clear and concise regarding the purpose of the discussion and/or meeting, i.e., the type of complaint and the specific purpose of discussing and/or meeting with the particular employee.

13.2.2 Notice to LRCEA

When discussions and/or meetings pertaining to matters described in Section 13.2.1 of this Agreement are called by the District, the District shall provide LRCEA with a copy of the notice of the meeting it provides to the subject employee at the same time that notice is provided to that employee.

Article 14: Transfers and Reassignments

14.1 Definitions

The following are definitions pertaining to transfers and reassignments:

14.1.1 Transfers

The assignment of an employee to another position within the same classification or to a lower classification at the same or a different work location within the District. A change in work shift is not a transfer.

14.1.1.1 Administrative Transfer

A transfer initiated by the District. An administrative transfer cannot be to a lower classification.

14.1.1.2 Voluntary Transfer

A transfer initiated by the employee.

14.1.1.3 Reassignment

A transfer to another position or operating unit within the work location. A change in work shift is not a reassignment.

14.1.2 Work Locations

For purposes of this Agreement, work locations are as follows:

14.1.2.1 American River College and all satellites

14.1.2.2 Cosumnes River College and all satellites

14.1.2.3 Folsom Lake College and all satellites

14.1.2.4 Sacramento City College and all satellites

14.1.2.5 District Office/Facilities Management and all satellites

14.1.3 Vacancy

A vacancy is an authorized position in the bargaining unit that the District intends to fill.

14.1.4 Reclassification

The movement of an employee's current position to a different job classification having the same salary range maximum is termed a lateral reclassification. The movement of an employee's current position to a different job classification or salary grade having a higher salary range maximum is termed an upward reclassification.

14.1.5 Promotion

The change of an employee from one job classification to another job classification which has a higher salary range is termed a promotion.

14.2 Vacancy

The District reserves the right not to fill a position when it becomes vacant. Prior to announcing a vacancy, the District may modify the position, change or reduce the hours of the position, convert the position FTE to a different position, or relocate the position to another operating unit or work location.

14.2.1 Announcing Vacancies

Vacancies will be announced to the classified staff a minimum of fifteen (15) working days in advance of its closing date for applicants. The District reserves the right to open all vacancies to the public. The District further agrees that it is the District's intent to fill a vacancy within ninety (90) days of the vacancy announcement.

14.3 Voluntary Transfer/Promotion Process

The District recognizes the interests of its employees in seeking voluntary transfers/promotions. Accordingly, when a position in the bargaining unit is advertised, unit members will be given consideration for voluntary transfer/promotion prior to consideration of the general applicant pool. To be considered for voluntary transfer/promotion, the unit member must submit a current application and a request to be considered for the vacant position to District Human Resources prior to the closing date of the position advertisement. For purposes of the following process, a "qualified unit member" is defined as a unit member whose last evaluation had an overall rating of no less than "competent" and who meets the minimum qualifications for the vacant position. If five (5) or fewer qualified unit members apply for the voluntary transfer/promotion, they will be interviewed by the work location prior to interviewing other applicants. If more than five (5) qualified unit members apply for the voluntary transfer/promotion, then at least the five (5) unit members most qualified based on screening of applications will be interviewed by the work location prior to interviewing other applicants. The District shall ensure that uniform criteria are used in screening applicants for a vacant position. If an applicant for voluntary transfer/promotion is recommended for the position, they will be notified by the Director of Human Resources.

If none of the applicants for voluntary transfer/promotion are recommended for the position, their applications will be included in the general applicant pool for the position; however, this does not guarantee that they will be granted a second interview.

14.4 Selection Process

All candidates will be selected on the basis of the specific needs of the campus or District division, individual qualifications, capabilities and personal suitability of the candidate, and in the best interest and needs of the District. The District shall ensure that uniform criteria are used in screening applicants for a vacant position.

14.4.1 Hiring Committees

All hiring committees which interview candidates for bargaining unit vacancies will include at least one (1) bargaining unit member.

14.5 Administrative Transfers

Administrative transfers shall be executed under applicable provisions of the Education Code, Board Policies and Regulations, or other applicable law. No administrative transfer shall be made arbitrarily, capriciously or for punitive reasons, or to avoid filling a vacant position with an employee who voluntarily applies for transfer or promotion. An administrative transfer is not disciplinary action.

14.5.1 *Increase in Daily Commute*

In the event that an administrative transfer results in an increased daily round-trip commute of more than twelve (12) miles, the District will reimburse the affected employee for the increased commute mileage at the rate authorized by Board Policies for a period of twelve (12) full calendar months from the effective date of the administrative transfer.

14.5.2 *Rate of Pay*

Employees affected by administrative transfers shall continue to receive their current rate of pay.

14.5.3 *Appeal of Administrative Transfer*

An employee who believes that an administrative transfer is arbitrary, capricious or punitive may appeal the decision to the next level of supervision beyond the immediate supervisor and to the administrative officer of the work location.

14.5.4 *Notice of Administrative Transfer*

An employee who is administratively transferred permanently will receive written notice in advance of the effective date of the administrative transfer as follows:

14.5.4.1 Within the work location – minimum of two (2) working days; or,

14.5.4.2 To a satellite of the work location – minimum of five (5) working days; or,

14.5.4.3 To other locations – minimum of ten (10) working days.

14.6 **Employment Status – Voluntary Transfer/Promotion**

The following governs the employment status of an employee who is granted a voluntary transfer/promotion:

14.6.1 *Probationary Employee*

When a probationary employee is granted a voluntary transfer/promotion, that employee will complete the probationary period in the new assignment and will be considered permanent at the conclusion of one (1) full year of service with the District. Concurrently, in full or in part, with the probationary period, the employee will serve an additional conditional probationary period of six (6) months in the new assignment. The employee will be considered permanent in the new assignment only after completion of the conditional period of six (6) months.

14.6.2 *Permanent Employee*

A permanent employee who is granted a voluntary transfer/promotion shall serve a conditional period of six (6) months and the employee's performance shall be evaluated periodically. In the event the employee's performance is unsatisfactory in the new position, the employee shall be entitled to reinstatement to his or her former permanent position or to a position in the same classification even if this results in a layoff. A permanent employee who is voluntarily transferred to a lower classification shall not be required to serve a conditional period.

Article 15: Working out of Classification and Reclassification

15.1 Working Out of Classification

An employee required to work out of his or her classification for more than five (5) working days within a fifteen (15) calendar day period shall be paid an increased salary for the entire period of out of classification work.

15.1.1 Definition

Pursuant to Education Code 88010, out of classification work is defined as performing duties and assuming responsibilities in a job classification above or different than those in the employee's regular job classification.

15.1.2 Out of Classification Pay

An employee working out of classification shall be paid either: 1) Step 1 of the appropriate pay range for the classification the employee is working out of classification in, or 2) at an increase of one step above the monthly salary earned in his or her regular classification position, whichever is greater.

15.1.3 Effect of Holidays and Board Granted Days Off on Out of Classification Pay

Holidays and Board-granted days off falling within the out of classification period will be paid at the out of classification rate.

15.1.4 Compensation for Sick Leave When Working Out of Classification

Intermittent sick leave used during the out of classification period will be compensated at the out of classification rate, provided the leave is properly authorized and another regular replacement is not required.

15.1.5 Compensation for Other Leaves When Working Out of Classification

All other types of leave during out of classification work of ten (10) months or less will be paid at the employee's permanent classification rate unless expressly approved by the District.

15.1.6 Request for Out of Classification Pay

A written request from an employee for out of classification pay shall be made to his or her immediate supervisor/manager. The immediate supervisor/manager of the employee shall respond to the written request for out of classification pay in writing within ten (10) work days of receipt of the written request.

15.1.6.1 Out of Classification Form

Written requests for out of classification pay from the employee shall be made on Form P103E, attached as part of this Agreement in Appendix D. This form shall be distributed by the supervisor as directed on said form at the time the request is completed and once a determination is made by the supervisor/manager.

15.1.7 *Denial of Out of Classification Pay*
Should a request for out of classification pay be denied by the District, the employee and/or LRCEA may grieve the matter pursuant to the grievance procedure included in this Agreement.

15.2 Reclassification

Reclassification means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in that position (Education Code Section 88001 [f]).

15.2.1 *Duties of White Collar Employees*
The Board of Trustees of Los Rios Community College District shall fix and prescribe the duties to be performed by all persons in the bargaining unit pursuant to Education Code Section 88009.

15.2.2 *Performance Limitations*
Bargaining unit employees shall not be required to perform duties which are not fixed and prescribed for the position classification by the Board of Trustees of Los Rios Community College District, unless the duties reasonably relate to those fixed for the position as per Education Code Section 88010 or as provided in Section 15.1 of this Agreement. No employee shall be assigned duties which are not reasonably related to the mission of the District.

15.2.3 *Approval of Reclassification*
A reclassification approved by the Board of Trustees of Los Rios Community College District shall become effective upon the date the employee submits a completed Request for Reclassification form to his or her immediate supervisor, or the date the immediate supervisor initiates a Request for Reclassification, whichever is earlier.

15.2.4 *Request for Reclassification*
Reclassification requests initiated by an employee shall be submitted to the appropriate administrative officer on the standard form provided for reclassification by the District. A copy of the form is in Appendix D.

15.2.5 *Investigation of a Request for Reclassification*
The college/District shall commence investigating the request and make a written recommendation on the request within thirty (30) workdays of its receipt. This written recommendation shall be given to the requesting employee and the District Human Resources Office immediately.

15.2.6 *Reclassification Review Board Review of Recommended Requests for Reclassification*
If recommended by the college/District, the request shall immediately be submitted to the District Human Resources Office for inclusion on the next Reclassification Review Board agenda.

15.2.7 *Appeal of Denial to Reclassification Review Board*
If denied by the college/District, LRCEA may appeal the denied request within thirty (30) work days of receipt of the written denial to the Reclassification Review Board.

15.3 Job Classification Review

Each fiscal year of this Agreement, LRCEA and the District shall meet to review and discuss select classification families and job classifications therein subject to the following:

15.3.1 Selection of Classification Families

On or before September 1 of each fiscal year of this Agreement, LRCEA and the District shall exchange written information regarding one (1) classification family that each party elects to review and discuss in this job classification review process. The committee may mutually agree to study only one (1) classification family depending upon the number of job classifications within the classification family, the number of incumbents within the job classifications and the complexity of the job classifications.

15.3.2 Joint Job Classification Review Committee

LRCEA and the District shall each select four (4) representatives to serve on the Joint Job Classification Review Committee. The committee shall meet monthly commencing in September and may mutually agree to meet more frequently in order to complete the work of the committee by June 30 of the applicable fiscal year. The actual date, location and time of each committee meeting shall be determined by the committee, but, in any event, committee meetings shall normally be scheduled during normal business hours. Committee members will be provided release time without loss of compensation and benefits, including a reasonable amount of travel time to and from the member's work location, to attend official meetings of the committee.

15.3.3 Scope of Job Classification Review

The job classification review is intended to provide a review of the job classifications within the classification family(ies) selected for review through determining the currency of the job duties as described in the job classifications and to review the placement of the selected job classifications within the bargaining unit compensation structure.

15.3.4 Preparation of Materials for Employee Review

By December 31 of the applicable fiscal year, the committee shall, if employee input is determined to be necessary to complete the review and discussion of the particular classification family(ies) being reviewed, have the necessary documents prepared and ready for distribution to the affected employees for their review and comments.

15.3.5 Distribution of Materials to Employees

On or before January 15 of the applicable fiscal year, the District shall distribute the documents prepared by the committee to the affected employees. A copy of the document distributed to each job classification being reviewed will be provided to each committee member along with a list of the employees to which the document was distributed.

15.3.6 Timelines for Employee Comments

Within thirty (30) calendar days of the distribution of the documents to the affected employees, the affected employee may file his or her written comments regarding the matter with the committee. The employee's written

comments shall be filed with the Director of Human Resources within the thirty (30) calendar day period provided. The postmark shall not be later than the aforesaid thirtieth (30th) calendar day, if mailed, and, if delivered in person, must be received by the Director of Human Resources not later than that thirtieth (30th) calendar day.

15.3.6.1 Content of Employee Comments

The written response from the employee shall include his or her name, regular District work location, the title of his or her current job classification, and a clear and concise statement of each issue he or she is commenting upon and the reason(s) therefore.

15.3.7 Committee Review of Employee Comments

Within thirty (30) calendar days of receipt of the written comments from the affected employee(s), the committee shall meet to discuss the comments. A complete copy of the written comments received from each affected employee shall be provided to each committee member prior to the meeting.

15.3.8 Deliberations of the Committee

Within thirty (30) calendar days of the close of the committee meeting described in Section 15.3.6 of this Agreement, LRCEA and the District shall exchange written materials describing their respective positions on the issues being reviewed by the committee. This written material shall include clear and concise information regarding the reason(s) each party has taken their particular position on a job classification or classification family under review.

15.3.9 Meeting of the Parties

The committee members representing their respective parties shall, within thirty (30) calendar days of the exchange of materials described in Section 15.3.8 of this Agreement, commence meeting and negotiating over the issues in dispute regarding the job classification(s) and classification family(ies), and any salary or other changes affecting such job classification(s) and/or classification family(ies) and employees therein. This meeting and negotiating shall continue for a period of thirty (30) workdays, with meeting and negotiating sessions occurring no less than one-half (1/2) workday each week during that thirty (30) workday period.

15.3.9.1 Release Time for Meeting and Negotiating

Committee members will be provided release time without loss of compensation and benefits, including a reasonable amount of travel time to and from the member's work location, for meeting and negotiating over the issues in dispute.

15.3.10 Mediation

Pursuant to Section 3548 of the EERA, if, after thirty (30) consecutive workdays, LRCEA and the District are unable to reach agreement on the issues in dispute, either party or both parties jointly may declare that an impasse exists. In such case, the disputed issue(s) shall be submitted to the PERB within ten (10) calendar days thereafter for mediation.

15.3.10.1 Cost of Mediation

Should the State of California require the payment of costs for the services of the mediator, LRCEA and the District shall share such cost equally; however, any other cost pertaining to such mediation of these disputes shall be borne by the party incurring such cost.

15.3.11 Factfinding

In the event mediation fails to resolve any dispute(s), either party may request the mediator to certify the issue(s) remaining in dispute to factfinding pursuant to Section 3548.1 of the EERA. In such case, LRCEA and the District shall provide the mediator their respective positions on the issue(s) in dispute, in writing, within three (3) workdays of the request for factfinding being made.

15.3.12 Implementation

Within thirty (30) calendar days of the resolution of all disputes involving the work of the committee for the particular fiscal year, such resolution and prior agreements shall be implemented with an effective date of July 1 (beginning of the fiscal year immediately following the particular fiscal year of committee work).

15.3.13 Cost of Implementation

The cost of implementing committee agreements and resolutions shall be shared equally by LRCEA and the District. Salary and fringe benefit costs resulting from such agreements shall be borne by LRCEA's proportionate share of new monies.

15.3.14 Review of Reclassification Process

As part of the annual review of job classifications, the Joint Job Classification Review Committee will review and/or develop recommendations regarding the current practice that is utilized to address reclassification issues.

15.3.14.1 Committee Recommendations

The committee will provide recommendations on the process utilized to address reclassification issues to:

- a) The Chancellor's Cabinet for those recommendations that address revisions of current District regulations, or
- b) LRCEA and the District for consideration during negotiations for a successor agreement to this Agreement.

Article 16: Professional Growth and Career Development

16.1 District Commitment and Funding

The District is committed to the professional development and career advancement of its employees. The unexpended professional growth funds remaining at the end of the 2005-08 contract term shall be combined with remaining program funds from unused staff development leaves related to the LRCEA Staff Development Leave Program as described in Section 7.21 of this Agreement, subject to the following:

16.1.1 Source of Funds

For the duration of this Agreement, the full amount of the carryover from unexpended professional growth funds and the full amount of the carryover of unexpended program funds from unused staff development leaves related to the LRCEA Staff Development Leave Program described in Article 7 of this Agreement shall be allocated to support professional growth of employees in the unit.

16.1.2 Allocation to District Work Locations

These funds shall be allocated to each work location as defined in this Agreement based upon the ratio of authorized unit FTE assigned to the work location to the total authorized unit FTE pursuant to the District's adopted budget for the applicable fiscal year during this Agreement.

16.1.2.1 District Work Locations

For all purposes associated with this Agreement, District work locations are as follows:

- a) American River College and all satellites
- b) Cosumnes River College and all satellites
- c) District Office and all satellites
- d) Folsom Lake College and all satellites
- e) Sacramento City College and all satellites

16.1.3 Use of Funds

These funds may only be used to support staff development activities of unit members and shall be accounted for separately. Unit members may apply for funding of a staff development activity through their work locations established staff development process.

16.1.4 Promotion of Staff Development Leave Program

The District and LRCEA agree to promote the Staff Development Leave Program by providing notice to unit members of the Staff Development Leave Program. The District will provide such notice semi-annually on May 1 and October 1 by distributing a program announcement to unit members.

16.2 Reimbursement of Enrollment Fees and Books – Los Rios Courses

The District will reimburse enrollment fees, including the Universal Transit Pass and Student Representation Fee, and cost of books, not to exceed \$900.00 per Los Rios fiscal year, for any regular employee who enrolls in any of the District colleges and

outreach centers. Classes must be taken outside the employee's scheduled work assignment and books must be purchased at a Los Rios bookstore and required for the classes taken and completed under this section. Receipts and grade reports or transcripts must accompany the request for reimbursement. Any amount received from selling back the book must be deducted from the original cost of the books.

16.3 Reimbursement of Tuition Fees – Non Los Rios College

The District will reimburse tuition fees up to \$900.00 per Los Rios fiscal year, not to exceed a lifetime maximum of \$1,800.00, for any regular employee who enrolls in and completes prior-approved classes with a grade of "C" or higher at any accredited college, providing the following criteria have been met:

- a. The class has been approved in advance by the Vice President of Administration at the appropriate college and by the Director of Human Resources, or for the District Office/Facilities Management staff, approved by the Department Manager and the Director of Human Resources.
- b. The class is related to the unit member's current position, would contribute toward potential promotional opportunities in the District, or is required as part of the unit member's educational program.
- c. The class is taken outside the scheduled work assignment and does not interfere with the employee's regular work schedule.
- d. The class is not offered through one of the Los Rios colleges and/or is not offered sufficiently outside the employee's regular work schedule and within reasonable proximity to the employee's work location or residence to allow the employee to take the class without undue hardship.
- e. The employee has submitted the appropriate receipt and grade report or transcript with the request for reimbursement within three (3) months of conclusion of the class.

Article 17: Miscellaneous Provisions

17.1 Definitions

The following are definitions of terms used in this Agreement:

17.1.1 Non-Exempt Employee

An employee who has assigned duties and responsibilities which do not meet the FLSA exemption guidelines and is paid from the LRCEA Classified Salary Schedule.

17.1.2 Permanent Employee

An employee who has satisfactorily completed a required probationary period.

17.1.3 Probationary Employee

An employee who has been appointed to a regular position by the Board of Trustees and is in the process of completing the probationary period required under this Agreement.

17.1.4 Regular Employee

An employee who has probationary or permanent status.

17.1.5 Seniority

Seniority, per Education Code Section 88127, shall be based on the length of service within the class, plus higher classes.

17.1.6 Length of Service

Length of service means all hours in a paid status, but does not include any hours compensated solely on an overtime basis.

17.1.7 Hours in Paid Status

Hours in paid status shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service to this District.

17.2 Employee Discipline

Disciplinary action involving an employee will not be imposed except as expressly allowed pursuant to Board Policy and Administration Regulation and any action taken shall conform thereto.

17.2.1 Right to Representation

The District shall not interview and/or question any employee in the bargaining unit, formally or informally, with the intent to impose discipline without the employee being advised of his or her right to have their LRCEA representative present during the meeting as per Board Regulation 6914, Section 2.1.5.

17.2.2 Board Policy and Administrative Regulation

When the District determines that disciplinary action is warranted, it will proceed by following the provisions of Board Policy P-6911: Definitions; P-6912: Just Causes for Discipline; P-6913: Counseling Memo/Letter of Reprimand; P-6914: Severe Disciplinary Action; P-6915: Appeal Process;

Board Regulation R-6913: Counseling Memo/Letter of Reprimand; and R-6914: Severe Disciplinary Action.

17.3 Work Locations

For purposes of this Agreement, work locations are as follows:

- 17.3.1 American River College and all satellites
- 17.3.2 Cosumnes River College and all satellites
- 17.3.3 Folsom Lake College and all satellites
- 17.3.4 Sacramento City College and all satellites
- 17.3.5 District Office/Facilities Management and all satellites

17.4 Personnel Records

The District permanent personnel file of each employee shall be maintained at the District Human Resources Office.

17.4.1 Grievance Files

In accordance with Section 11.12 of this Agreement, all records of grievances shall be filed with the District Human Resources Office separately from the personnel files of the participants.

17.4.2 Review of Permanent Personnel File by Employee

During the period of employment and one (1) year thereafter, an employee may review any material in his or her permanent personnel file except those items exempted by law. Such review(s) shall be completed at a time mutually convenient to the employee and the District Human Resources Office, but not later than two (2) working days after receipt of such a request by the District Human Resources Office. All reviews by the employee of his or her permanent personnel file shall take place during normal business hours and the employee shall be granted reasonable release time from his or her work for this purpose without loss of any compensation.

17.4.3 LRCEA Access to Employee Permanent Personnel File

Upon written authorization of an employee, his or her LRCEA representative shall have the right to review the permanent personnel file of the employee.

17.4.4 Material Excluded from Permanent Personnel File

The material in the permanent personnel file of an employee shall not include ratings, reports or records which (a) were obtained prior to his or her employment, (b) were prepared by identifiable examination committee members, or (c) were obtained in connection with a promotional examination.

17.4.5 Disciplinary Documents

Disciplinary documents and memoranda in an employee's permanent personnel file which are dated more than twenty-four (24) months old shall not be considered in future disciplinary actions except by process under law. Further, such dated materials shall not cause the initiation of future disciplinary actions against the employee.

17.4.6 Other Exclusions

Information of a derogatory nature, except material mentioned in Section 17.4.4, shall not be entered into the permanent personnel file until the employee is given a reasonable opportunity to review and comment thereon and/or appeal to the administrative officer. An employee shall have the right to enter, and have attached to any such derogatory statement, his or her comments thereon. Letters of reprimand not included in an employee's permanent personnel file may not be used in any disciplinary proceeding.

17.4.7 Employee's Right to Copy of Permanent Personnel File Contents

An employee may request and receive a copy of any material in his or her permanent personnel file, except those materials mentioned in Section 17.4.4, by paying fifteen (15) cents per page for the material.

17.5 **Police Communication Dispatcher Uniform**

The cost to purchase uniforms, identification badges, and cards required by the District for Police Communication Dispatchers shall be borne by the District. The District agrees to provide the following initial uniform items for Police Communication Dispatchers:

17.5.1 Initial Issuance of Uniform

The initial uniform items shall consist of:

- a) Three (3) trousers (55/45 blend LAPD)
- b) Four (4) White Flying Cross Shirts (long and/or short sleeve)
- c) One (1) Basket weave belt
- d) One (1) chrome name identification plate
- e) One (1) dispatcher shield (optional) after successful completion of the dispatcher's POST-approved course.

17.5.2 Supplemental Uniform Allowance

The District agrees to provide a regular uniform allowance for Police Communication Dispatchers of \$350 for each fiscal year after the first year of the initial issuance of uniform. This allowance may only be used to purchase items specified in Section 17.5.1.

17.6 **Captions**

The headings or captions used in this Agreement are not a part of the Agreement and shall have no effect upon the construction or interpretation of any part thereof.

Article 18: Savings Provision

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

Article 19: Support of Agreement

In order that public education shall best be served and in the fullest spirit of Chapter 10.7 of the Government Code (Rodda Act) to promote high ideals of public employer-employee relations, the LRCEA and the District agree to wholeheartedly support the terms and conditions of this Agreement.

Article 20: Effect of Agreement

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over related laws to the extent permitted by general law. Nothing contained herein shall relieve the District of its obligation to meet and negotiate with the LRCEA regarding matters not covered in this Agreement that are within the scope of representation pursuant to Section 3543.2 of the Educational Employment Relations Act, or preclude the parties, should they mutually desire to do so, from meeting and consulting on issues outside that scope of representation.

Article 21: No Strike and No Lockout Clause

21.1 **No Strike**

Employees represented by LRCEA and LRCEA agree not to sanction or participate in any strike, work stoppage, slow-down, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District, including compliance with requests by other labor organizations to do so, during the term of this Agreement.

21.2 **No Lockout**

Similarly, the District agrees that it will not conduct a lockout of employees during the term of this Agreement.

Article 22: Management Rights

- 22.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are, consistent with the terms of this Agreement and with applicable law, the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; build, move or modify facilities; establish budget procedures and determine the methods of raising revenues; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees consistent with the terms of this Agreement and with applicable law.
- 22.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of the Agreement, and then only to the extent such specific and express terms are in conformance with law.
- 22.3 The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency. The term "Cases of Emergency" as used above specifically refers to any Act of God, natural disaster, or other calamity affecting the District. The determination of whether or not an emergency exists is solely within the discretion of the Board. However, before the Board determines that an emergency exists, the Board must state a factual basis which justifies its determination and such action must be reasonably necessary.

Article 23: Committee Participation

23.1 LRCEA Committee Representation

LRCEA representative(s) shall participate in jointly established committees or District committees as described below.

23.2 Joint Job Classification Review Committee

A joint committee shall be established to review and discuss select classification families and job classifications therein in accordance with Section 15.3 of this Agreement. The joint committee shall also be charged with reviewing the reclassification process in accordance with Section 15.3.14 of this Agreement.

23.3 Staff Development Leave Committee

A joint committee comprised of members of LRCEA and District management representatives shall administer the Staff Development Leave Program pursuant to Section 7.21 of this Agreement.

23.4 Location and District Health and Safety Committees

Pursuant to Article 12 of this Agreement, LRCEA has the right to have a member serve on location and District health and safety committees.

23.4.1 Location Health and Safety Committee

A LRCEA representative may be appointed to serve on each location health and safety committee in accordance with Section 12.4.1 of this Agreement.

23.4.2 District Health and Safety Committee

A LRCEA representative may be appointed to serve on the District health and safety committee in accordance with Section 12.6 of this Agreement.

23.5 District-wide Budget Advisory Committee

Board Policy and Regulation 8122, Budget Planning and Administration, provides for a District-wide Budget Advisory Committee that shall participate in the budget planning process. As provided under policy and regulation, one representative of LRCEA appointed by the LRCEA President shall serve as a member of the District-wide Budget Advisory Committee.

23.6 Reclassification Review Board

An employee who is a member of the bargaining unit and appointed by the LRCEA President shall serve as a voting member of the Reclassification Review Board.

23.6.1 LRCEA Business Agent

The LRCEA business agent may attend and participate fully in the deliberations of the Reclassification Review Board. However, the LRCEA business agent shall not be a voting member of the Reclassification Review Board.

23.7 LRCEA/District Joint Labor-Management Committee

A committee, the LRCEA/District Joint Labor-Management Committee, shall be established to meet and confer on matters of mutual interest during the term of this Agreement.

23.7.1 Committee Composition

The committee shall be comprised of five (5) LRCEA members appointed by LRCEA President and five (5) District managers appointed by the Chancellor. The Associate Vice Chancellor of Human Resources and the LRCEA business agent shall serve as ex officio members of the committee.

23.7.1.1 Committee Representation

To the extent possible, members should be appointed to ensure representation from American River College, Cosumnes River College, Folsom Lake College, Sacramento City College, and District Office/Facilities Management.

23.7.2 Committee Chair

As an ex officio member of the committee, the Associate Vice Chancellor of Human Resources shall serve as chair of the committee and shall be responsible for convening meetings of the committee. The Associate Vice Chancellor of Human Resources shall be responsible for ensuring that a record of the committee's deliberations is maintained.

23.7.2.1 Meeting Schedule

The committee will meet quarterly during the term of this Agreement.

23.7.2.2 Operating Guidelines

The committee shall establish its own operating guidelines.

23.7.3 Release Time for Committee Meetings

Committee members will be provided release time, including a reasonable amount of travel time to and from the member's work location, to attend official meetings of the committee.

23.7.4 Purpose of Committee

It is the intent that this committee will provide a forum where issues of either party to this Agreement may be discussed and where matters pertaining to the administration of this Agreement may be discussed. This committee shall not have the right to bargain collectively with respect to any subject or matter expressly covered by this Agreement.

Article 24: Term of Agreement

- 24.1 This Agreement shall be effective as of July 1, 2008, and shall be binding upon the Board, the LRCEA and its members; this Agreement shall remain in full force and effect through June 30, 2011. Provisions of this Agreement apply to those unit members who are employees of record on the effective date of agreement.
- 24.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the LRCEA for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively unless mutually agreed upon with respect to any subject or matter expressly covered by this Agreement.
- 24.3 In the Spring of 2009, 2010, and 2011, the District and LRCEA will meet to discuss possible options for the redistribution of available revenues that are currently defined in Appendices A and B of this Agreement. It is understood that the cost of funding any step increments that may be allocated or committed in the preceding fiscal years which relate to the implementation of LRCEA's existing salary schedule shall have first priority of such available funds.
- 24.4 This Agreement shall automatically be renewed and shall be binding for an additional one (1) year period unless either the Board or the LRCEA gives written notice to the other not later than September 30 next prior to the aforesaid expiration date of the Agreement of its desire to modify the Agreement for a successive term or to terminate the Agreement.

Appendix A: Salary and Benefits, 2008-09

A.1 **Funding Sources for Salary & Benefit Improvements**

The bargaining unit shall receive its proportionate share of eighty percent (80%) of defined new or increased unrestricted revenue which is above an established base amount. The bargaining unit's proportionate share of such revenues is based upon:

- 1) The unit's total salary and benefit cost, including the cost of District contribution towards health coverage for all authorized/filled positions associated with the LRCEA unit;
- 2) Which is compared to the total District salary, benefit and contribution costs for authorized/filled positions of all District employee groups.

Authorized/filled positions which are funded from special programs/categorical funds are excluded from calculations of both LRCEA unit's cost and other employee group costs.

The related salary and benefit costs including the District contribution costs associated with District contract managers are also excluded.

The determination as to whether such defined revenues are "continuous" or "one-time-only" is defined below but may be modified during the term of this contract due to new State regulations. Such revenues and related base amounts associated with such revenues are defined as follows:

A.1.1 Program Based Funding (PBF) Revenue (Base, COLA and Growth)

The base amount for 2008-09 is the revenue level recognized in the 2007-08 fiscal year that was used for retroactive salary improvement calculations for that year which includes any 2007-08 Growth Funds and any Program Improvement Funds, and is reduced by any State deficit, which may be applied retroactively. Typically, the amount received in the preceding year per Program Based Funding (PBF) provisions is the revenue level recognized for that year if no statewide deficit is projected.

Program Based Funding revenues are generally considered "continuous" funds and shall be used to fund continuing salary and benefit costs applicable to LRCEA unit members. New or increased Program Based Funding revenues above the base amount are generally derived from two primary sources: 1) Cost of Living Adjustments (COLA); and 2) Growth Funds. In addition, the District may receive Equalization funds under Program Based Funding provisions. The determination, availability, and distribution of the bargaining unit's proportionate share of new or increased Program Based Funding revenues due to the COLA factor is dependent upon the final adoption of the State Budget and the reliability of receiving such entitlements. Typically, an initial salary schedule improvement is implemented for the fiscal year based upon COLA funds authorized in the State budget for community colleges provided that such COLA revenues are reliable (no projected State funding deficit).

After providing for specified District costs associated with student growth, available Growth Funds (as defined in Attachment 1) which are attributed to Program Based Funding provisions are proportionately allocated. Such growth funds are considered "continuous" funds.

Equalization funds are intended to "equalize" the funding for credit full-time equivalent student (FTES) funding across the State. Districts below the state-wide average for credit FTES funding are designated as "low revenue." Equalization funds are provided infrequently and may or may not be distributed based upon the PBF determination of a "low revenue" district. However, when Equalization funds are provided, they are considered "continuous" and are included under the Program Based Funding provisions as set forth in Appendices A and B.

A.1.2 State Program Improvement Funds (PIF)

Any portion of unrestricted Program Improvement Funds received shall be proportionately allocated to the bargaining unit. Such revenues are generally considered "continuous" funds and shall be used to fund the costs described in Section A.2. The base amount of PIF revenue used in the determination of new or increased revenue for 2008-09 is zero.

A.1.3 Basic Skills Growth Revenue

In 2007-08 the State discontinued funding Basic Skills over cap FTES. Basic Skills funds previously allocated as general purpose were funded under a categorical program titled the "Basic Skills Initiative" and are no longer a revenue source for compensation.

A.1.4 Lottery Revenue

The base amount for Lottery revenue is established at \$3.3M. Lottery revenue is considered one-time-only revenue and the proportionate amount of eighty percent (80%) of such funds provided to LRCEA unit members is distributed on a one-time-only basis. Effective July 1, 2000, fifty percent (50%) of Lottery revenues above 1997-98 revenues are restricted per the conditions set forth in Proposition 20. Such restricted amounts may not be used for salaries and benefits and, therefore, are excluded from the provisions of this section.

A.1.5 District Contribution Reduction

Should the District contribution for medical and dental coverage be reduced in 2008-09 below the preceding year's established level, the related reduction in District contribution costs for unit members shall be returned to the unit as a source of funds which is available for redistribution.

A.1.5.1 The amount of funds attributed to any premium reductions in 2008-09 shall be distributed to unit members in combination with any growth funds.

A.1.6 Cost Reduction/Salary Savings

The proportionate share of any cost savings which were previously funded from student growth funds as further described in Attachment 1 of this Agreement and salary savings described in Appendix A, Section A.8, of this Agreement shall be available to unit as another source of funds.

A.1.6.1 The amount of funds attributed to the defined cost savings in 2008-09 shall be distributed to unit members in combination with any growth funds.

A.1.7 State Revenue Recalculation & Other Funding Sources

Should revenues for Program Based Funding, Basic Skills Growth Revenue or other State revenues be increased or reduced as a result of retroactive calculations performed by the State Chancellor's Office (February 2009 Recalculation for 2007-08 revenues or other State computations), such revenue adjustments for 2007-08 shall be applied to 2008-09 revenue computations as per A.1.1, A.1.2, A.1.3 or A.1.4 provisions.

A.1.8 Carry Forward of Continuing Funds from 2007-08

Per the memorandum of understanding for the distribution of 2007-08 continuing resources, remaining continuing funds from the unit's proportionate share that were not used for continuing salary schedule improvements are an additional source for 2008-09.

A.2 **Distribution or Allocation of Funds**

Unit members' proportionate share of such additional funds shall be applied in the following priority order:

A.2.1 The cost of step increments for 2008-09 for unit members and any prior year step increment costs which were not adequately funded from previous year's continuing funds; then

A.2.2 Any increased District cost of providing disability insurance coverage or unemployment insurance coverage to unit members in 2008-09; then

A.2.3 The District contribution cost increases for medical coverage up to the lowest premium level established by the District health carriers in 2008-09.

A.2.3.1 In 2008-09, the established District contribution level is currently \$746.66 per month (12 month basis). The District carriers currently providing medical coverage to LRCEA members are:

Kaiser Health Plan
HealthNet Plan
PacifiCare Health Plan

A.2.3.2 The 2008-09 established District contribution of \$746.66 or as increased pursuant to A.2.3.1 shall be provided to each participating regular employee who works fifty percent (50%) or more of regular full-time and as further defined in Article 10 of this Agreement.

A.2.4 The increased cost in 2008-09 for the District contribution for monthly dental premiums up to the 2008-09 monthly premium amount. For 2008-09, the District contribution level is currently established at \$117.00 (estimated) (12 month basis).

- A.2.4.1 The 2009-09 established District contribution of \$117.00 (estimated) per month or as increased pursuant to A.2.4 shall be provided to each participating regular employee who either works full-time or works at least fifty percent (50%) or more of regular full-time and as further defined in Article 10.
- A.2.5 Premium increases above the initial premium of \$6.00 per month per participant (guaranteed for three years) for \$50,000 in term life insurance and accidental death and dismemberment coverage.
- A.2.6 Remaining funds shall be combined with the unit's proportionate share of Available Growth Fund calculations (Attachment 1) and provided as a retroactive salary improvement for 2008-09. The cost of any salary schedule improvements provided in advance of the final determination of revenues available to LRCEA shall be considered in the retroactive salary calculations. Any salary and payroll-related fringe benefit improvements (continuous or one-time-only improvements) shall be effective for services rendered as of July 1, 2008.
- A.3 Any improvements in District contribution levels to medical and dental premium costs will be effective July 1, 2008.
- A.4 The costs defined in Section A.2 are considered continuing costs and require defined "continuing" funds (as defined in Section A.1) in order to continue the funding support of such costs in succeeding fiscal years. Any of the above costs funded in 2008-09 from one-time-only revenues (as defined in Section A.1) of this Agreement shall be considered one-time-only distributions/improvements for 2008-09.
- A.5 The District and LRCEA shall meet each Spring of the 2008-11 contract to discuss possible options for the redistribution of LRCEA's proportionate share of available revenues defined per Appendix A and Appendix B of the 2008-11 Agreement.
 - A.5.1 It is understood that the cost of funding annual step increments shall have first priority on such available funds.
- A.6 **Scheduled Distribution of Lottery Revenues**

The increase in funds attributable to Lottery revenues above the base amount stated in Section A.1.5 shall be considered one-time-only payments and will be distributed to LRCEA unit members on an annual basis with other retroactive salary compensation for the fiscal year.

 - A.6.1 Lottery revenues for the fiscal year will be reasonably estimated at the time of processing any retroactive salary payments and the estimated lottery funds shall be included in the scheduled retroactive compensation improvement. Any revenue differences between actual lottery revenues received for this fiscal year compared to the lottery revenue estimates used in the improvements to salary and benefits shall be included in the succeeding fiscal year revenue distribution to LRCEA.
 - A.6.2 Lottery revenues below the base amount stated in Section A.1.5 shall reduce available continuous funds.

A.6.3 The District Office Business Services staff shall inform LRCEA of the lottery amount received annually.

A.7 Distribution of Available Growth Revenues

The distribution of Available Growth Funds as defined in Attachment 1 and any remaining State COLA revenues shall be distributed no later than sixty (60) days after the final status of such funds is determined by the State Budget Act, or the California Community Colleges Chancellor's Office, or the close of the District's fiscal year, whichever is later.

A.8 Salary Savings – 2008-09

After consideration for replacement costs, net salary schedule savings (decrements) realized from unit members' retirements, resignations and changes to categorically funded assignments which occurs in 2008-09 may be used to:

A.8.1 Address the unit's proportionate share of any reductions in Program Based Funding revenues which is below the defined base, and

A.8.2 Remaining net salary savings (decrements) shall be included in the distribution or allocation of funds to unit members as described in A.7.

Salary savings resulting from unclaimed Dependent Care Assistance Program or Flexible Spending Plan elections by LRCEA unit members will revert to unit members who participated in the plan(s) per Internal Revenue Service code net of any costs associated with the plan administration.

A.9 Other Unrestricted Funds

Should other new State unrestricted revenues become available in 2008-09 as a result of changes in funding legislation or excess unrestricted funds above the State's appropriation limit become available, such new revenue source(s) shall be subject to further negotiations.

A.9.1 The District shall notify the LRCEA unit of such new unrestricted revenues which are subject to further negotiations.

A.10 Excluded Revenue/Funding Sources

Other State revenues not defined herein and other categorical apportionment funds, state apprenticeship, and other restricted or designated revenue sources shall be excluded from any computations of the bargaining unit's proportionate share of funds.

A.11 Ten Percent (10%) Limitation

Should the 2008-09 revenues as defined above provide sufficient funding for salary, fringe, and health benefit improvements, including step changes and other mutually agreed upon allocations which result in a distribution in excess of ten percent (10%), such excess funds above ten percent (10%) shall be subject to further negotiations for 2008-09.

A.11.1 The District shall notify the LRCEA unit of such excess funds above the ten percent (10%) level as it relates to the revenues defined herein.

A.12 Review of District Records

Records maintained by the District Office Business Services Department related to the implementation and calculation of LRCEA's proportionate share of the defined funds shall be available for review by designated representatives of the LRCEA Executive Board. LRCEA and Business Services representatives shall meet at a mutually agreeable time. Business Services representatives will provide copies of any records upon the request of the designated representatives during their review of the records.

Annual reports summarizing the calculation of LRCEA's proportionate share of defined funds and the allocation/distribution of such funds shall be prepared by Business Services representatives. All such summary reports relating to the implementation of Articles 9 and 10 and this Appendix shall be provided to designated representatives of LRCEA.

A.13 Changes in Funding Formulas for Community Colleges

Should the funding formula for community colleges change substantially for 2008-09 which affects the application of the contract provisions, the above Sections A.1 to A.3 shall not apply. Such new unrestricted funding provisions shall be subject to further negotiation for 2008-09.

A.14 Reduction or Insufficient Defined Revenues in 2008-09

Should the total of all defined revenue/resources for 2008-09 be less than or equal to the various specified base amounts stated in Section A.1 above, LRCEA unit members shall bear their proportionate share of such reduced or insufficient funding levels. Such reduced revenues shall be calculated as specified in this section.

A.14.1 LRCEA's proportionate share of computed revenue reductions shall be applied, but not limited to: a) salary schedule adjustments; b) workload adjustments; c) suspension of salary schedule step advancements; or d) other adjustments as mutually agreed to by LRCEA and the District.

A.15 If the total of 2008-09 defined revenues are calculated at a lower level than received in 2007-08, the total cost savings described in Attachment 1 and A.9 shall offset such decreased revenues. The bargaining unit's proportionate share shall be based upon eighty percent (80%) of PBF revenue reductions and other revenue.

A.15.1 If 2008-09 defined revenues have increased above 2007-08 specified levels, the calculated cost savings per Attachment 1 shall be considered another source of revenue.

A.16 Cost Advances

The cost of 2008-09 step increments and other additional payroll related benefit costs for 2008-09 which are not sufficiently funded shall then be considered advanced by the District for 2008-09. Any costs advanced which are insufficiently funded by the District shall have first priority in the utilization of LRCEA's proportionate share of defined revenues in 2009-10 or subsequent year.

Appendix B: Salary and Benefits, 2009-10 & 2010-11

B.1 **Salary & Benefits – 2009-10 and 2010-11**

Salary and fringe benefit improvements, including step changes and improvements to the District contribution for medical, dental and life insurance shall be determined for fiscal years 2009-10 and 2010-11 in accordance with the provisions stated in Appendix A of this Agreement, Salary and Benefits 2008-09, and all such improvements as determined for 2009-10 and 2010-11 shall be effective at the start of the particular fiscal year.

B.2 **Funding Sources for Salary & Benefit Improvement – 2009-10 and 2010-11**

Eighty percent (80%) of such revenues defined in Appendix A, Salary & Benefits – 2008-09, shall be allocated and distributed in the same manner for 2009-10 and 2010-11. Related base amounts for each contract year are defined in Sections B.2.1 to B.2.2 and B.4.

B.2.1 Program Based Funding (PBF) Revenue

The base amount is the amount recognized or received in the previous year per Program Based Funding (PBF) provisions, which includes any Growth Funds, Program Improvement Funds, and any other revenues which are computed as Base Revenue pursuant to PBF provisions by the State of California Chancellor's Office. Such PBF base revenues may also be reduced by any retroactively applied State deficit.

New or increased Program Based Funding revenues above the base amount are generally derived from two primary sources: 1) Cost of Living Adjustments (COLA); and 2) Growth Funds. Any other categories of unrestricted Program Based Funding financing formula which are added or modified in 2009-10 and 2010-11 shall also be allocated to LRCEA unit members in accordance with provisions stated in Appendix A of this Agreement. Any reduction in funds resulting from Title V, Section 53310 provisions (75:25 Full-time/Part-time faculty ratio) shall reduce new or increased funds.

B.2.2 State Program Improvement Funds (PIF)

Unrestricted Program Improvement funds received in 2009-10 or 2010-11 shall be proportionately allocated to the bargaining unit. Base Revenue for State Program Improvement Funds is established at zero since previous year's PIF revenue is typically added to PBF Revenue and becomes part of PBF base amounts stated in Section B2.

B.3 **Lottery Revenue**

The base amount for Lottery revenue is established at \$3.3M. Effective July 1, 2000, fifty percent (50%) of Lottery revenues above 1997-98 revenues are restricted per the conditions set forth in Proposition 20. Such restricted amounts may not be used for salaries and benefits and therefore are excluded from the provisions of this section.

- B.4 District Contribution Reduction**
Should the District contribution for medical/dental coverage be reduced in 2009-10 or 2010-11 below the preceding year's established level, the related reduction in District contribution costs for unit members shall be returned to the unit as a source of funds which are available for redistribution.
- B.5 Cost Reduction/Salary Savings**
The proportionate share of any cost savings which were previously funded from student growth revenues and as further described in Attachment 1 and salary savings described in Appendix A, Section A.9, shall be considered as a source of funds which is available for redistribution.
- B.6 Other Funding Sources**
Should revenues for Program Based Funding or Basic Skills Growth Revenue be increased or reduced as a result of retroactive calculations performed by the State Chancellor's Office (February 2009 or 2010 Recalculation or other State computations) such revenue adjustments shall be applied to the related revenue computations as per A.1 provisions.
- B.7 Distribution or Allocation of Funds**
LRCEA unit members shall receive their proportionate share of such increased revenues which shall be applied in the same priority order as listed in Section A.2 of the Appendix A of this Agreement provisions, except that any previous years' continuing costs of LRCEA unit members funded from one-time-only revenues in that year shall have first priority.
- B.8 Available Growth Revenues**
Available Growth Funds as defined in Attachment 1 shall be proportionately distributed to LRCEA on a continuous or one-time-only basis dependent upon the nature of such funds received by the District. The same terms stated in Attachment 1 of this Agreement shall apply to 2009-10 and 2010-11 contract year.
- B.9** No unit member will be laid off for fiscal reasons during the 2008-09, 2009-10, and 2010-11 fiscal years if the following conditions exist: 1) District revenues for 2008-09 Program Based Funding (PBF) provisions are maintained at the amount of PBF received in the respective preceding fiscal year, i.e., 2007-08 for the 2008-09 fiscal year, 2008-09 for the 2009-10 fiscal year, and 2009-10 for the 2010-11 fiscal year; 2) categorical funding remains at the same level for 2008-09 fiscal year as compared to the 2007-08 fiscal year, 2009-10 fiscal year as compared to the 2008-09 fiscal year, and 2010-11 fiscal year as compared to the 2009-10 fiscal year; and 3) there are no operational deficits in the 2008-09 fiscal year, the 2009-10 fiscal year, and the 2010-11 fiscal year for auxiliary services.
- B.10 Reduction or Insufficient Defined Revenues – 2009-10 and 2010-11**
Should the total of all defined revenues be less than or equal to the base amounts stated in Section B.2, or sufficient revenues are not received to fund the full cost of step increments and other increased payroll related benefits, LRCEA unit members shall bear their proportionate share of eighty percent (80%) of such reduced or insufficient funds. Such reduced revenues shall be calculated as specified in Section A.15.

LRCEA's proportionate share of computed revenue reductions shall be applied, but not limited to: a) salary schedule adjustments; b) workload adjustments; c) suspension of salary schedule step advancements; or d) other adjustments as mutually agreed to by LRCEA and the District.

Attachment 1: Calculation of Available Growth Revenues & Related Growth Cost, 2008-2011

The following information has been prepared to describe how District growth revenues are appropriated to serve the additional students of our District and the funding of related growth costs. Revenue amounts remaining after funding the identified growth costs is called Available Growth Revenues.

1.0 Calculation of Available Growth Revenues

Eighty percent (80%) of Growth Funds per Program Based Funding provisions received in 2008-09, 2009-10, or 2010-11 shall be initially appropriated in the following manner:

1.1 The increased costs associated with each year's actual full-time equivalent (FTE) instructional level which is above the previous year's actual instructional staffing level;

1.1.1 The actual instructional staffing level for each year shall be determined after the end of the fourth week of Spring and shall be based upon the average of the Fall/Spring fourth week instructional FTE level for that year plus the change in FTE for the Summer term above the base level of 122.34. For this provision, the Summer term is the term occurring prior to the Fall term for the fiscal year.

1.1.1.1 To calculate the growth in instructional FTE for the Summer term, a productivity level of 450 will be used. If the actual Summer term productivity is below 450, growth funds will not be charged for FTE utilized below the 450 level.

1.1.2 Such costs shall be computed based upon the 2007-08 standard adjunct FTE cost of \$47,053 and which includes the continuing salary schedule improvements funded from part-time faculty compensation except the standard adjunct cost for Summer term instruction which will not include the health and welfare benefit costs, and

- 1) for 2008-09, any salary schedule improvements provided in 2007-08 after April 2008 and salary improvements provided for 2008-09; then
- 2) for 2009-10, additional improvements provided for 2009-10 applied to the standard adjunct FTE cost, as adjusted, for 2008-09; then
- 3) for 2010-11, additional improvements provided for 2010-11 applied to the standard adjunct FTE cost, as adjusted, for 2009-10.

1.1.3 The increased cost over the previous year's cost related to contracted instruction such as public safety instructional programs and other contracts;

- 1.1.4 The determination of actual staffing level utilized, increased contracted instruction costs and actual enrollment growth revenues received for the contract year shall be made no later than sixty (60) days following the close of the District's fiscal year-end. Potential State funding deficits may reduce expected growth revenue. The records maintained by the District Office Business Services Department shall be used to determine actual staffing levels.
- 1.2 The salary and fringe benefit annual contract cost in the contract year of additional certificated counselors required to maintain a counselor/student ratio of 1:900;
 - 1.2.1 Such positions shall be hired for the start of the following Fall semester; and
 - 1.2.2 Continuing growth funds shall be committed for the additional authorized counseling positions and any unused continuing funds set aside for this purpose in the contract year shall be proportionately distributed to the unit on a one-time-only basis; then
- 1.3 The cost of additional full-time faculty required to be hired as specified in Title V provisions. The incremental salary and fringe benefits costs due to conversion of part-time instructional FTE to regular instructional positions and salary and benefit costs of other non-classroom faculty positions shall be funded from specified growth funds. The standard cost of salary and payroll related fringe benefit costs for 2007-08 is currently established at \$29,776 for converted instructional FTE. The standard cost of salary and payroll related fringe benefit costs or actual cost for newly hired non-classroom faculty (164 or 174 day) is \$73,841 or \$81,809, respectively. The established District contribution cost towards health benefits shall also be considered. Calculated standard costs for required faculty hires pursuant to Title V provisions shall be increased by any salary schedule and fringe benefit improvements provided in 2007-08 after April 2008 and salary improvements provided in 2008-09, 2009-10 and 2010-11, as applicable;
 - 1.3.1 The salary and benefit costs of the additional full-time faculty hired shall consider whether such hires were for the start of the Spring semester or the following Fall semester.
 - 1.3.2 Continuing growth funds shall be committed for any positions authorized in the contract year and;
 - 1.3.3 Any unused continuing growth funds set aside for this purpose shall be proportionately distributed to the unit on a one-time-only basis; then
- 1.4 The salary and fringe benefit cost of additional classified positions which are needed as a result of District enrollment growth or new educational sites.
 - 1.4.1 The maximum number of additional full-time equivalent (FTE) classified staff required due to enrollment growth shall be based upon the District's current growth factor percentage assigned by the State multiplied by the total classified FTE level authorized for the year. Authorized classified FTE includes White Collar, Blue Collar, Supervisory and Confidential positions funded with general purpose revenues; and,

- 1.4.2 Classified positions (FTE) which are funded with categorical resources/revenues are excluded from this computation; then
 - 1.4.3 The additional classified FTE shall be in place no earlier than the Spring semester of the contract year or July 1 of the succeeding year; and,
 - 1.4.4 The actual number of additional classified staff (FTE) authorized for the contract year and the related salary and benefit costs of such positions shall be funded from continuing growth funds; and,
 - 1.4.5 The cost of any retroactive salary improvements for the additional classified positions which are authorized in a given contract year shall be provided from growth funds; and,
 - 1.4.6 Any unused continuing growth funds appropriated for new classified staff positions shall be included in Available Growth Funds and proportionately distributed to the unit on a one-time-only basis.
- 1.5 Additional administrative positions shall not be funded from Growth Funds.
- 1.6 Then remaining Available Growth Funds shall be distributed proportionately to LRCEA in accordance with Appendix A, Section A.7.
- 1.7 **Cost Reductions**
The cost savings or cost reductions related to those items listed below shall be calculated and applied as an additional source of funds. Typical items are student growth costs previously funded from growth revenues and are:
- 1.7.1 The cost reductions associated with the actual instructional FTE utilized for the academic year based upon the average of the Fall/Spring fourth week instructional FTE level which is below the previous year's actual instructional staffing level. The standard 2007-08 part-time cost per FTE of \$47,053, as defined per Section 1.1, shall be used to determine instructional cost savings; and,
 - 1.7.2 The cost reductions in the contract year attributed to the annual salary and fringe benefit cost due to the reduced number of full-time-equivalent (FTE) certificated counselors required per the terms of the LRCEA contract. The previous year's required counseling FTE shall be used as a base to determine the net reduction in FTE for the current contract year. The standard 2007-08 counseling part-time cost per FTE of \$66,879 (@174 days) or the 2007-08 standard cost for entry level Schedule A shall be used to determine such cost reductions. Actual counselor staffing FTE levels above the required staffing level shall be used in the determination of cost if such levels are greater.
 - 1.7.3 Any other cost reductions due to staffing changes (reduction) which were previously funded from growth funds as further described 1.1 to 1.4.
 - 1.7.4 The total amount of cost savings as determined above shall be proportionately distributed to LRCEA.

- 1.8 Available Growth Revenue for 2009-10 and 2010-11 shall be determined in the same manner as 2007-08 contract year except that:
 - 1.8.1 The actual instructional staffing levels expressed in full-time equivalent (FTE) terms in either 2009-10 or 2010-11 which is greater than the actual FTE level of the previous year shall be determined for the particular contract year; and
 - 1.8.2 Standard part-time FTE cost of \$47,053 as defined in 2007-08 shall be adjusted for salary schedule improvements provided in 2008-09, 2009-10, and 2010-11.
 - 1.8.3 The standard net cost increase amounting to \$29,776 plus the established District contribution cost towards health benefits for any conversions of part-time instructional FTE shall be adjusted for any salary schedule and benefit improvements provided in 2007-08, 2008-09, and 2009-10.
 - 1.8.4 The increased (or decreased) cost of contracted instructional programs in 2009-10 or in 2010-11 over the previous year's level.

IN WITNESS THEREOF, this Agreement has been duly executed by the parties this 16th day of July, 2008.

LOS RIOS COMMUNITY
COLLEGE DISTRICT

LOS RIOS CLASSIFIED EMPLOYEES
ASSOCIATION

Signature on File
Ann Blackwood, President

Signature on File
Jeff Bucher, President

Signature on File
Brice Harris, Chancellor

Signature on File
Jason Cunningham, Team Member

Signature on File
John Hamilton, Team Member

Signature on File
Neal Quigley, Team Member

Signature on File
Laura Wong, Team Member

Subject to audit and, if necessary, correction to meet intent of negotiations.

Approved: 8/07 Effective: 7/1/07

**Los Rios Community College District
2007-08 Interim Monthly Schedule
LRCEA Salary Schedule
Effective: July 1, 2007**

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	L1 *	L2 **	L3***
10	25,839	26,872	27,947	29,065	30,227	31,436	32,694	34,002	34,682
11	26,433	27,490	28,590	29,733	30,923	32,160	33,446	34,784	35,480
12	27,041	28,122	29,247	30,417	31,634	32,899	34,215	35,584	36,295
13	27,663	28,769	29,920	31,117	32,361	33,656	35,002	36,402	37,130
14	28,299	29,431	30,608	31,832	33,105	34,430	35,807	37,239	37,984
15	28,950	30,108	31,312	32,564	33,867	35,222	36,631	38,096	38,858
16	29,616	30,800	32,032	33,313	34,646	36,032	37,473	38,972	39,751
17	30,297	31,509	32,769	34,080	35,443	36,861	38,335	39,869	40,666
18	30,993	32,233	33,522	34,863	36,258	37,708	39,216	40,785	41,601
19	31,706	32,975	34,293	35,665	37,092	38,576	40,119	41,723	42,558
20	32,436	33,733	35,082	36,486	37,945	39,463	41,041	42,683	43,537
21	33,182	34,509	35,889	37,325	38,818	40,371	41,985	43,665	44,538
22	33,945	35,303	36,715	38,183	39,711	41,299	42,951	44,669	45,562
23	34,726	36,115	37,559	39,062	40,624	42,249	43,939	45,697	46,611
24	35,524	36,945	38,423	39,960	41,559	43,221	44,950	46,748	47,683
25	36,342	37,795	39,307	40,879	42,515	44,215	45,984	47,823	48,780
26	37,177	38,665	40,211	41,820	43,492	45,232	47,041	48,923	49,902
27	38,032	39,554	41,136	42,781	44,493	46,272	48,123	50,048	51,049
28	38,907	40,463	42,082	43,765	45,516	47,337	49,230	51,199	52,223
29	39,802	41,394	43,050	44,772	46,562	48,425	50,362	52,376	53,424
30	40,717	42,346	44,040	45,801	47,633	49,539	51,520	53,581	54,652
31	41,654	43,320	45,053	46,855	48,729	50,678	52,705	54,814	55,910
32	42,612	44,316	46,089	47,933	49,850	51,844	53,918	56,074	57,196
33	43,592	45,336	47,149	49,035	50,996	53,036	55,158	57,364	58,511
34	44,595	46,378	48,233	50,163	52,169	54,256	56,426	58,683	59,857
35	45,620	47,445	49,343	51,316	53,369	55,504	57,724	60,033	61,234
36	46,670	48,536	50,478	52,497	54,597	56,780	59,052	61,414	62,642
37	47,743	49,653	51,639	53,705	55,853	58,087	60,410	62,827	64,083
38	48,841	50,795	52,826	54,939	57,137	59,422	61,799	64,271	65,557
39	49,964	51,963	54,041	56,203	58,451	60,789	63,221	65,750	67,065
40	51,114	53,158	55,284	57,496	59,796	62,187	64,675	67,262	68,607
41	52,289	54,381	56,556	58,818	61,171	63,617	66,162	68,809	70,185
42	53,491	55,631	57,856	60,171	62,578	65,081	67,684	70,391	71,799
43	54,722	56,911	59,187	61,555	64,017	66,577	69,241	72,010	73,450
44	55,981	58,220	60,549	62,971	65,490	68,109	70,834	73,667	75,140
45	57,268	59,559	61,941	64,419	66,995	69,675	72,462	75,361	76,868
46	58,585	60,929	63,366	65,900	68,537	71,278	74,129	77,094	78,636
47	59,933	62,330	64,823	67,416	70,113	72,917	75,834	78,867	80,445
48	61,311	63,764	66,314	68,967	71,726	74,595	77,578	80,682	82,295
49	62,721	65,230	67,840	70,553	73,375	76,310	79,363	82,537	84,188
50	64,164	66,731	69,400	72,176	75,063	78,065	81,188	84,435	86,124
51	65,640	68,265	70,996	73,836	76,789	79,861	83,055	86,378	88,105
52	67,149	69,835	72,629	75,534	78,555	81,698	84,966	88,364	90,131
53	68,694	71,442	74,299	77,271	80,362	83,577	86,920	90,397	92,205
54	70,274	73,085	76,008	79,049	82,211	85,499	88,919	92,476	94,325
55	71,890	74,766	77,756	80,867	84,101	87,465	90,964	94,603	96,495
56	73,544	76,485	79,545	82,727	86,036	89,477	93,056	96,779	98,714
57	75,235	78,244	81,374	84,629	88,015	91,535	95,197	99,004	100,985
58	76,966	80,044	83,246	86,576	90,039	93,640	97,386	101,282	103,307
59	78,736	81,885	85,161	88,567	92,110	95,794	99,626	103,611	105,683
60	80,547	83,768	87,119	90,604	94,228	97,997	101,917	105,994	108,114
61	82,399	85,695	89,123	92,688	96,396	100,251	104,261	108,432	110,601
62	84,294	87,666	91,173	94,820	98,613	102,557	106,659	110,926	113,144
63	86,233	89,682	93,270	97,001	100,881	104,916	109,113	113,477	115,747
64	88,217	91,745	95,415	99,232	103,201	107,329	111,622	116,087	118,409
65	90,246	93,855	97,609	101,514	105,575	109,798	114,190	118,757	121,132

* A longevity step can only be attained after ten (10) full years of satisfactory service with the District.

** An additional longevity increment of 4% will be paid to members of the bargaining unit after 15 full years of service with the District subject to the provisions of the Compensation Salary and Benefits article of the LRCEA Agreement.

*** An additional longevity increment of 2% will be paid to members of the bargaining unit after 25 full years of service with the District subject to the provisions of the Compensation Salary and Benefits article of the LRCEA Agreement.

This salary schedule may be retroactively increased for services rendered in the work year, contingent upon designated revenues realized in 2007-08. Estimated distribution date is July/August 2008.

Subject to audit and, or necessary, correction to meet intent of negotiations.

Effective: 7/1/07

Approved: 8/07

**Los Rios Community College District
2007-08 Salary Ranges for Classified Salary Schedule**

Job Code	Title	Range	Annual Salary		
0141	Account Clerk I	17	30,297	-	40,666
0142	Account Clerk II	21	33,182	-	44,538
0143	Account Clerk III	25	36,342	-	48,780
0649	Accountant	35	45,620	-	61,234
0198	Accounting Specialist	40	51,114	-	68,607
0131	Administrative Assistant I	26	37,177	-	49,902
0133	Administrative Assistant II	28	38,907	-	52,223
0654	Administrative Services Analyst	44	55,981	-	75,140
0171	Admissions/Records Clerk I	17	30,297	-	40,666
0172	Admissions/Records Clerk II	20	32,436	-	43,537
0173	Admissions/Records Clerk III	23	34,726	-	46,611
0145	Admissions/Records Evaluator I	24	35,524	-	47,683
0151	Admissions/Records Evaluator II	28	38,907	-	52,223
0176	Advanced/Lead Interpreter	36	46,670	-	62,642
0634	Animal Health Instructional Technician	30	40,717	-	54,652
0798	Assessment Center Testing Coordinator	38	48,841	-	65,557
0602	Assistant Financial Aid Officer	35	45,620	-	61,234
0701	Athletic Trainer	37	47,743	-	64,083
0742	Attendance Services Assistant	27	38,032	-	51,049
0200	Audiovisual Production & Maintenance Technician I	32	42,612	-	57,196
0223	Audiovisual Production & Maintenance Technician II	38	48,841	-	65,557
0185	Bookstore Assistant Manager	37	47,743	-	64,083
0182	Bookstore Clerk I	16	29,616	-	39,751
0186	Bookstore Clerk II	18	30,993	-	41,601
0184	Bookstore Stock Clerk	21	33,182	-	44,538
0869	Building Automation and Systems Integration Analyst	57	75,235	-	100,985
0804	Business Services Assistant	35	45,620	-	61,234
0183	Buyer - Bookstore I	21	33,182	-	44,538
0195	Buyer - Bookstore II	25	36,342	-	48,780
0126	Buyer I	21	33,182	-	44,538
0127	Buyer II	25	36,342	-	48,780
0128	Buyer III	29	39,802	-	53,424
0231	Chief Broadcast Engineer	50	64,164	-	86,124
0116	Child Development Center Associate Teacher	12	27,041	-	36,295
0199	Child Development Center Lead Teacher	35	45,620	-	61,234
0194	Child Development Center Teacher	26	37,177	-	49,902
0192	Child Development Services Analyst	38	48,841	-	65,557
0810	Children's Center Clerk	20	32,436	-	43,537
0101	Clerk I (temporary position)	12	27,041	-	36,295
0102	Clerk II	16	29,616	-	39,751
0103	Clerk III	20	32,436	-	43,537
0191	College Development Officer	35	45,620	-	61,234
0650	College Relations Specialist	38	48,841	-	65,557
0104	Community Services Clerk	22	33,945	-	45,562
0739	Computer Aided Drafting & Design Assistant	42	53,491	-	71,799
0803	Contract Education Program Developer	56	73,544	-	98,714

0123	Control Center Technician	22	33,945	-	45,562
0164	Cook/Baker	21	33,182	-	44,538
0169	Cosmetology Service Assistant	30	40,717	-	54,652
0109	Counseling Clerk I	17	30,297	-	40,666
0110	Counseling Clerk II	21	33,182	-	44,538
0129	Disabled Student Programs & Services (DSP&S) Clerk	17	30,297	-	40,666
0167	Educational Center Assistant	25	36,342	-	48,780
0806	Educational Media Design Specialist	37	47,743	-	64,083
0813	Educational Services Technician	24	35,524	-	47,683
0646	Electronics Calibration & Repair Technician	38	48,841	-	65,557
0175	Employee Benefits Technician	29	39,802	-	53,424
0705	Facilities Planning & Engineering Specialist	56	73,544	-	98,714
0700	Facilities Planning Specialist	49	62,721	-	84,188
0138	Financial Aid Clerk I	17	30,297	-	40,666
0140	Financial Aid Clerk II	21	33,182	-	44,538
0604	Financial Aid Officer	38	48,841	-	65,557
0743	Fiscal Services Accounting Specialist	40	51,114	-	68,607
0161	Food Service Assistant I	10	25,839	-	34,682
0162	Food Service Assistant II	12	27,041	-	36,295
0165	Food Service Assistant Manager	24	35,524	-	47,683
0704	Food Service Training Specialist	49	62,721	-	84,188
0149	Grant Coordination Clerk	20	32,436	-	43,537
0236	Graphic Artist	28	38,907	-	52,223
0801	Graphic Designer	29	39,802	-	53,424
0718	Information Technology Analyst I	57	75,235	-	100,985
0264	Information Technology Analyst I - Business	57	75,235	-	100,985
0279	Information Technology Analyst I - Data Base Administration	57	75,235	-	100,985
0788	Information Technology Analyst I - System Administration	57	75,235	-	100,985
0723	Information Technology Analyst II	61	82,399	-	110,601
0833	Information Technology Analyst II - Business	61	82,399	-	110,601
0834	Information Technology Analyst II - Network Administration	61	82,399	-	110,601
0817	Information Technology Analyst II - Systems & Database Admin.	61	82,399	-	110,601
0265	Information Technology Analyst II - Technical Analyst	61	82,399	-	110,601
0726	Information Technology Assistant I	44	55,981	-	75,140
0266	Information Technology Assistant I - Help Desk	44	55,981	-	75,140
0816	Information Technology Assistant I - Institutional Research	44	55,981	-	75,140
0277	Information Technology Assistant I - Microcomputer Support	44	55,981	-	75,140
0273	Information Technology Assistant I - Production Support	44	55,981	-	75,140
0729	Information Technology Assistant II	50	64,164	-	86,124
0872	Information Technology Assistant II - Lab/Area Microcomputer Support	50	64,164	-	86,124
0267	Information Technology Assistant II - Microcomputer Support	50	64,164	-	86,124
0242	Information Technology Cable Plant Assistant II	50	64,164	-	86,124
0809	Information Technology Technician I	25	36,342	-	48,780
0274	Information Technology Technician I - Computer Operations	25	36,342	-	48,780
0811	Information Technology Technician I - Lab/Area Microcomputer Support	25	36,342	-	48,780
0152	Information Technology Technician II	31	41,654	-	55,910
0137	Information Technology Technician II - Computer Operations	31	41,654	-	55,910
	Information Technology Technician II - Lab/Area Microcomputer Support	31	41,654	-	55,910
0208	Instructional Assistant	28	38,907	-	52,223

0166	Instructional Services Assistant I	24	35,524	-	47,683
0808	Instructional Services Assistant II	27	38,032	-	51,049
0150	Interpreter/Transliterater I	28	38,907	-	52,223
0153	Interpreter/Transliterater II	32	42,612	-	57,196
0155	Interpreter/Transliterater III	36	46,670	-	62,642
0207	Laboratory Technician	28	38,907	-	52,223
0706	Lead Facilities Planning & Engineering Specialist	58	76,966	-	103,307
0741	Lead Instructional Assistant	30	40,717	-	54,652
0866	Lead Instructional Services Assistant	29	39,802	-	53,424
0600	Lead Laboratory Technician	30	40,717	-	54,652
0241	Lead Library/Media Technical Assistant	28	38,907	-	52,223
0114	Library/Media Technical Assistant	26	37,177	-	49,902
0105	Maintenance/Operations Clerk	22	33,945	-	45,562
0740	Marketing Specialist - Economic Development Center	50	64,164	-	86,124
0168	Medical Assistant--Health Services	21	33,182	-	44,538
0115	Operations Technician	24	35,524	-	47,683
0108	Outreach Clerk	22	33,945	-	45,562
0618	Outreach Specialist	38	48,841	-	65,557
0660	Payroll Accountant	36	46,670	-	62,642
0146	Payroll Clerk I	23	34,726	-	46,611
0147	Payroll Clerk II	25	36,342	-	48,780
0652	Payroll Specialist	40	51,114	-	68,607
0179	Payroll Technician	29	39,802	-	53,424
0156	Police Communication Dispatcher	23	34,726	-	46,611
0702	Printing Assistant	35	45,620	-	61,234
0106	Printing Services Operator I	17	30,297	-	40,666
0107	Printing Services Operator II	20	32,436	-	43,537
0178	Printing Services Operator III	23	34,726	-	46,611
0802	Printing Technician	33	43,592	-	58,511
0812	Program Assistant - REBRAC	23	34,726	-	46,611
0197	Program Assistant - Tech Prep	23	34,726	-	46,611
0268	Programmer I	44	55,981	-	75,140
0269	Programmer II	50	64,164	-	86,124
0174	Public Relations Specialist	38	48,841	-	65,557
0640	Public Relations Technician	30	40,717	-	54,652
0633	Public Services Assistant	35	45,620	-	61,234
0219	Reception/Telephone Console Attendant	17	30,297	-	40,666
0807	Research Analyst	50	64,164	-	86,124
0639	Risk Management Specialist	40	51,114	-	68,607
0125	Senior Buyer/Contract Specialist	40	51,114	-	68,607
0735	Senior Information Technology Analyst	64	88,217	-	118,409
0270	Senior Information Technology Analyst - Database Administration	64	88,217	-	118,409
0867	Senior Information Technology Analyst - Systems Administration	64	88,217	-	118,409
0275	Senior Information Technology Analyst - Technical	64	88,217	-	118,409
0196	Senior Information Technology Support Specialist	57	75,235	-	100,985
0871	Senior Information Technology Support Specialist - Institutional Research	57	75,235	-	100,985
0870	Senior Information Technology Support Specialist - Microcomputer Support	57	75,235	-	100,985
0731	Senior Information Technology Technician	38	48,841	-	65,557

0868	Senior Information Technology Technician - Computer Operations	38	48,841	-	65,557
0835	Senior Information Technology Technician - Lab/Area Microcomputer Support	38	48,841	-	65,557
0276	Senior Programmer	57	75,235	-	100,985
0417	SRPSTC Developer, Corrections Program	56	73,544	-	98,714
0158	Staff Resources Center Assistant	28	38,907	-	52,223
0641	Student Affairs Specialist	44	55,981	-	75,140
0124	Student Personnel Assistant	28	38,907	-	52,223
0707	TANF/CalWORKs Specialist	38	48,841	-	65,557
0271	Telecommunications System Coordinator	57	75,235	-	100,985
0272	Telecommunications System Designer	57	75,235	-	100,985
0234	Theatre Technician	28	38,907	-	52,223
0630	Tutorial Services Assistant	35	45,620	-	61,234

The above amounts include the 10, 15 and 25-year longevity increments.
Subject to audit and, if necessary, correction to meet intent of negotiations.

Appendix D: Forms

In this Appendix you will find information on forms or documents that are referenced in this agreement as listed below:

- Report of Job Performance This form is available on our web site - [please click here](#)
- [Employee Request/Authorization for Out of Classification Pay/Temporary Reclassification \(P103E\)](#)
- [LRCEA Grievance Form](#)
- Request for Reclassification Form-This form is available on our web site-[please click here](#)
- [Compensatory Time Off Timesheet](#)

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LOS RIOS COMMUNITY COLLEGE DISTRICT

Employee Request/Authorization for Out of Classification Pay/Temporary Reclassification

Work Location:

ARC

CRC

EDC

FLC

SCC

DO

FM

Ethan

(Please Print/Type)

This section to be completed by employee.

Name: _____ Employee ID: _____
(last) (first) (M.I.)

Temporary Classification (job title) Requested: _____

Reason for Out of Classification Pay/Temporary Reclassification (job title) requested: _____

Effective Dates Requested: From _____ To _____

Signed: _____
Employee Date

1. A copy of this form shall be forwarded to the VP of Administration or DO/FM Administrator, District Personnel and the Bargaining Unit when the employee submits the request to the immediate supervisor/administrator for approval.

This section to be completed by Immediate Supervisor/Administrator.

Recommended: Yes No

Recommended Classification #: _____ Title: _____

Replacement for (if applicable): _____

Effective Dates Recommended: From _____ To _____

Signed: _____
Immediate Supervisor/Administrator Date

2. Upon signing, this form shall be forwarded to the VP of Administration or DO/FM Administrator for approval.

This section to be completed by Vice President of Administration or DO/FM Administrator.

Approved: Yes No

If not approved, Reason: _____

Effective Dates Approved: From _____ To _____

Budget # _____
Account Fund Department Code Program Proj/Grant

Signed: _____
Vice President of Administration or DO/FM Administrator Date

3. A fully executed copy of this form shall be forwarded by the VP of Administration or DO/FM Administrator to District Personnel, Employee, Bargaining Unit and the Immediate supervisor/administrator of the employee. If approved, prepare 103A and submit to HR for processing.

This form is to be used when an employee requests out of classification pay. The request shall be responded to by the immediate supervisor/administrator **within ten working days** of receipt of this form. An employee required to work out of his/her classification (i.e., perform duties and assume responsibilities in a classification above or different from those in the job description for the employee's regular job classification) for more than five working days within a fifteen calendar day period shall be paid an increased salary for the entire period of out of classification work.

Los Rios Community College District
LRCEA / District Grievance

Grievant Name: _____ Date Filed: _____

Telephone (home): _____ Telephone (work): _____ Work Location: _____

Address: _____

Issues: _____

Signature: _____

Informal Grievance Procedure
(Section 11.15)

Date: _____

Results: _____

Level I – Immediate Supervisor
(Section 11.16.2)

Date Grievance Filed: _____ With (immediate manager): _____

Article/Sections on which grievance is based: _____

Remedial action requested: _____

Meeting Date (within five days of filing grievance): _____

Meeting Results/Proposed Resolution (due within five days of above meeting): _____

Signed: _____

Attach additional sheets if necessary.

Level II – President / Designee or Chancellor / Designee
(Section 11.16.3)

Appeal Due (within five days of written Level I decision): _____ Date Filed: _____

Filed With: _____

Reason for Appeal: _____

Meeting Date (within ten days of Level II appeal): _____

Meeting Results/Proposed Resolution (due within ten days of above meeting): _____

Signed: _____

Level III – Chancellor / Designee
(Section 11.16.4)

Appeal Due (within five days of written Level II decision): _____ Date Filed: _____

Filed With: _____

Reason for Appeal: _____

Meeting Date (within ten days of Level III appeal): _____

Meeting Results/Proposed Resolution (due within ten days of above meeting): _____

Signed: _____

Attach additional sheets if necessary.

**Level VI – Board of Review
(Section 11.16.5)**

Appeal Due (within five days of written Level III decision): _____ Date Filed: _____

Filed With: _____

Reason for Appeal: _____

Hearing Date: _____

Decision: _____

**Level V – Board of Trustees
(Section 11.16.6)**

Appeal Due (within five days of written Level IV decision): _____ Date Filed: _____

Filed With: _____

Board Action Date: _____

Action: _____

General Comments

Date: _____

**Time limits may be waived by mutual written consent (Section 11.8)*

Directions for completing the Compensatory Time Off (CTO) Timesheet:

This form is to be used when the employee plans to take CTO time for overtime worked. If the employee wants to receive payment for overtime worked, the ‘Classified Employees Overtime’ timesheet should be used.

CTO is to be used or paid in the order earned. So, the hours earned first are used or paid first.

A separate form should be used for each month CTO is *earned*. If CTO is not used within the succeeding three months, the hours are to be submitted to the Administrative Officer for processing.

1. Employee enters Social Security Number, Last and First Name, and Employee ID and checks the appropriate location box.
2. CTO Earned –
 - Enter month and year CTO is earned.
 - As earned, enter date worked and hours worked.
 - In the ‘Hours Converted to Straight Time’ column, convert the hours worked to straight time hours by applying the appropriate overtime rate (e.g. 4 hours earned and payable at 1-1/2 times the employee’s pay rate would be six ‘Hours Converted to Straight Time’ (4 hours worked x 1-1/2 overtime rate).
 - Enter a month Total for Hours Worked and Hours Converted to Straight Time.
3. CTO Use – to be used for the three months succeeding the month CTO is earned.
 - Enter month and year CTO is used (must be less than three months after CTO earned).
 - Enter Date CTO used and Hours used at Straight Time. Total the hours for the given month.
 - Same information is to be completed for the three months following earning CTO. Use a separate column for each month and follow steps above.

Sample of completed form:

CTO EARNED			CTO USE					
Month/Year: January 2005			Month/Yr: Feb 2005		Month/Yr: March 2005		Month/Yr:	
Date Worked	Hours Worked	Hours Converted to Straight Time	Straight Time Hours Used		Straight Time Hours Used		Straight Time Hours Used	
			Date	Hours	Date	Hours	Date	Hours
1/6/2005	4	6	2/9/2005	2	3/7/2005	1		
			2/15/2005	1				
Total	4	6	Total	3	Total	1		

In this example, two hours would be submitted for processing (6 hours earned minus 4 hours used).

4. Complete the information box with the budget number and hours to be paid. Straight time hours need to be reported, not overtime hours.
5. Signatures are needed as identified, and the form should be dated.
6. Forms need to be submitted to the Administrative Officer by the 25th of the month.

LRCEA
Memorandum of Understanding (MOU)
Table of Contents (TOC)

- #1 – [District Joint Labor Management Committee](#)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
LOS RIOS COMMUNITY COLLEGE DISTRICT
AND
LOS RIOS CLASSIFIED EMPLOYEES ASSOCIATION**

October 16, 2008

Background

In accordance with Section 23.7, LRCEA and District leaders meet quarterly in the LRCEA/District Joint Labor Management Committee. The composition of the committee is such that a key individual who works with LRCEA matters from the district/HR perspective, Pamela Parker – Human Resources Director, is not included. Important communication occurs during these meetings and it is critical that the Director hears questions and concerns directly such that should follow up be necessary, the Director has appropriate information. Additionally, often the Director will have valuable information that may be shared.


Agreement

The parties agree that, effective December 2008, Pamela Parker, Human Resources Director, attend meetings of the LRCEA/District Joint Labor Management Committee as an ex officio member of the committee along with the Associate Vice Chancellor. The specific language to be changed is as follows:

23.7.1 Committee Composition

The committee shall be comprised of five (5) LRCEA members appointed by the LRCEA President and five (5) District managers appointed by the Chancellor. The Associate Vice Chancellor of Human Resources, **Human Resources Director**, and the LRCEA business agent shall serve as ex officio members of the committee.

LOS RIOS COMMUNITY
COLLEGE DISTRICT



Jon Sharpe, Deputy Chancellor



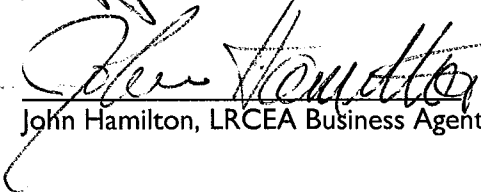
Ann Aaker, Associate Vice Chancellor
Human Resources

12-18-08
DATE

LOS RIOS CLASSIFIED
EMPLOYEES ASSOCIATION



Jeff Bucher, LRCEA President



John Hamilton, LRCEA Business Agent

12-16-08
DATE