

Los Rios Community College District
Agreement with
Service Employees International Union, Local 790
for
July 1, 2005 to June 30, 2008

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MEMORANDUM OF UNDERSTANDING

Article 1: Recognition and Bargaining Unit

- 1.1 The District hereby recognizes the Union as the sole and exclusive bargaining representative for all employees in the Maintenance/Operations and Campus Police Officers Unit, in accordance with the certification issued by the Educational Employment Relations Board on June 17, 1977, (Case No. I S - R498).
- 1.2 The Maintenance/Operations and Campus Police Officers Unit shall consist of the job classifications listed in Appendix A.
- 1.3 **Definition of Terms**
- a. The Rodda Act (SB 160) - means Chapter 10.7, Sections 3540 through 3549.3 of Division 4 of Title I of the Government Code of the State of California.
 - b. Regular Employee - means an employee who has probationary or permanent status.
 - c. Probationary Employee - means an employee who has been appointed to a regular position by the Board of Trustees and is in a working test period during which he/she is required to demonstrate fitness for the position by actual performance of the required duties.
 - d. Permanent Employee - means an employee who has completed a probationary period in a regular position in the classified service and who is employed for an unlimited period of time, subject to District policies.
 - e. Temporary Reclassified - means a permanent or probationary employee who is transferred to a position of limited duration or replaces another employee on leave of absence. The employee retains his/her basic employment classification during the course of such assignment.
 - f. Full-Time Employee - means a member of the unit who is assigned to work eight (8) hours per day, forty (40) hours per week over a twelve-month work year.
 - g. Part-Time Employee - means a member of the unit who is assigned to work less than eight (8) hours per day, or less than forty (40) hours per week and/or less than twelve (12) month work year.
 - h. Exclusive Representative - means the Service Employees International Union, Local 790.
 - i. Union - means Service Employees International Union, Local 790.
 - j. District - means the Los Rios Community College District.
 - k. Board - means the Governing Board of the Los Rios Community College District.
 - l. School Year - means the yearly period from July 1 through June 30.
 - m. District Seniority - means the total time of service with the District including all job classifications commencing with the employee's date of hire into a probationary or

permanent position including all time in paid status (vacation, holidays, sick leave, etc.).

- n. Seniority in Class - means the number of hours in paid status, excluding overtime, in a specific job classification as defined.
- o. Job Classification - means each existing job title with applicable job description within the Los Rios classification system.
- p. Administrative Officer - means the Vice President of Administration (or designee) at the college or the appropriate department manager at the District Office or Facilities Management unit.
- q. Union Staff - SEIU Local 790 field representative.
- r. First Level Manager - An employee in a management position that supervises the immediate supervisor of the unit member or directly supervises the unit member.
- s. Supervisor - An employee in a position affiliated with the Los Rios Supervisors Association that supervises a unit member.

Article 2: Union Rights

2.1 Union Meetings

All union organized meetings will be conducted by unit members or union officials outside established work hours as defined in Article 7 herein, and will be conducted in places other than District property, except when: (a) an authorized Union representative obtains advance permission from the administrative representative regarding the specific time, place and type of activity to be conducted; (b) the administrative representative can verify that such requested activities and use of facilities will not interfere with other employees, with school programs and/or with the duties of unit members as defined in board policy; and (c) the Union pays in advance a reasonable fee for expenses related to utilities, security, clean-up and any unusual wear or damage. (See Administrative Regulation 1412.) If the meeting pertains to rights under the Rodda Act, there will be no charge; however, if the meeting is for any other reason, a facility use fee will be charged. The Union will complete a Facilities' Use Form according to District regulations if District facilities are used.

2.2 Union Notices and Mailings

2.2.1 The Union may use the college mailboxes and bulletin board spaces designated by the administrative representative subject to the following conditions: (a) all postings for bulletin boards or items for college mailboxes must contain the date of posting or distribution and the identification of the organization, together with a designated authorization by the Union field representative; (b) a copy of such postings or distributions must be delivered to the administrative representative at the same time as posting or distribution; and (c) the Union will not post or distribute information which is derogatory or defamatory of the District or its personnel and such documents are subject to the immediate removal by the District.

2.2.2 The Union may use the established District email system in a reasonable manner to communicate with Union 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 Union 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 individual email account.

2.2.3 The Union may use inter-district mail service to distribute Union notices to shop stewards and communicate with District administration. The District will establish a mailbox for SEIU, Local 790, to be located at the District Office. The District mail courier will transport mail addressed to various SEIU officers or representatives during the normal District courier route which includes all colleges and some satellite locations. The type of mail to be delivered will be for District or Union business purposes only. The District courier will only transport items that are placed in inter-office envelopes.

2.3 Information to the Union

2.3.1 Quarterly, the Deputy Chancellor will provide an opportunity to meet with SEIU leadership to discuss current interests of their membership and the District. The SEIU union staff shall be forwarded one (1) copy of the complete public agenda of the Los Rios Board of Trustees for the purpose of notification of new positions,

resignations, retirements and reassignments and notices of advertisement of vacant positions.

- 2.3.2 Semi-annually, the District will provide the Union with information on employees in the unit that includes home address and telephone number (unless a member has a written request on file with the Human Resources Office that such information not be released), job classification, current range and step, work location, date of hire, full time equivalent work assignment (FTE), health plan designation, and any other information mutually agreed to. At the beginning of each semester, the District will provide SEIU, Local 790, a set of electronic (email) mailing labels of unit members. The Union may update the list during the year by use of Board of Trustees minutes provided with the Board agenda. If additional information is requested, the Union will pay the actual costs incurred by the District to provide such information.
- 2.3.3 The District shall provide the Union staff with copies of all changes to the Board Policies and Regulations within seven (7) days of their publication so that SEIU, Local 790, may maintain an up-to-date record of current policies and regulations of the District.
- 2.3.4 Within five (5) working days after each payroll distribution date, the District shall forward to the Union all union dues and fees voluntarily withheld as a payroll deduction from unit members.
- 2.3.5 The District shall provide other information that the Union has a legal right to access in accordance with the Public Records Act and within a time frame that is mutually agreed to between the Union and District.

2.4. **Union Representation**

When a person is hired by the District in a position represented by SEIU, Local 790, the new employee shall be informed that the Union is the recognized bargaining representative. A copy of this Agreement, the current salary schedule and a list of all job classifications represented by SEIU, Local 790, shall be provided to the new employee. The new employee shall also be given the current Union form authorizing a voluntary payroll deduction.

Twice each fiscal year there will be a new hires orientation session provided for newly hired SEIU, Local 790, employees. These orientation sessions, which may also include non-SEIU new hires, will cover such topics as the collective bargaining agreement, current District policies/regulations, workers' compensation, human resources practices, payroll and benefits matters, safety items, and various other regulatory topics. The agenda for the orientation will include scheduled time for an SEIU breakout session and allow for union presentation of related issues.

2.5. **Union Stewards**

- 2.5.1 The Union may maintain positions of shop stewards to assist employees in the review of potential grievance issues, processing of grievances and disciplinary appeals and participating in a meeting with the aggrieved employee and management.
 - 2.5.1.1 Stewards shall not leave their work location for grievance processing purposes or potential grievance issues without the prior approval of their immediate supervisor or the first level manager. Such meetings shall be scheduled with the aggrieved employee to both respond in a

timely manner to the member and at a time which does not have an adverse impact on the daily operational responsibilities of the steward.

2.5.1.2 A steward who wishes to be released from work for the purpose of investigating a grievance, potential grievance or for reasonable preparation time with an aggrieved employee prior to a session with management shall request such release time from his/her immediate supervisor or first level manager for an agreed upon specific length of time in order to complete the investigation.

2.5.1.3 Whenever possible, requests for such release time shall occur at least twenty-four (24) hours in advance and the steward's immediate supervisor or the first level manager shall be informed of the location of such meetings and the name of the aggrieved or potentially aggrieved employee. In addition, the steward may discuss the nature of the employee's issue or the potential grievance issue with the steward's immediate supervisor or the first level manager if, in the opinion of the steward, the resolution to the employee's issue may be facilitated.

2.5.2 The steward may be present at all levels of the grievance procedure if requested by the employee and will receive release time from work if required to be present during hearings. Stewards should make every effort to notify his/her immediate supervisor or first level manager twenty-four (24) hours in advance when asked to represent another employee at a grievance hearing.

2.5.2.1 In addition, a representative employed by the Union may be present at the hearings. With the approval of the appropriate manager at each level of the grievance procedure, one steward or appropriate chief steward may be present.

2.5.3 Shop stewards appointed and/or elected by the Union shall be limited to the following: one steward for the day shift at each campus; one steward for the swing shift at each campus; one steward for the graveyard shift at each campus; and a chief steward at each campus. Facilities Management operations may be represented by a steward and a chief steward. During the grievance procedure, one (1) steward only may represent the employee in the grievance at the employee's request, except as provided in the previous paragraph.

2.5.4 As provided in Section 2.2, the Union may post at each District location the name(s) and related identification of the employee(s) holding the position of steward in order to accommodate member contact with such steward. Stewards will not conduct any Union business or other Union activities on District work time unless they have prior authorization from the immediate supervisor and/or site administrator.

2.5.5 The Union will provide the Director of Human Resources, with the names, position titles, and work location of all stewards within one (1) week of selection.

2.6 **Printing of Agreement**

The District shall be responsible for the printing of this Agreement and have copies of this Agreement available for distribution to all bargaining unit members as soon as practicable after contract ratification. A copy shall be distributed to each member now employed or hereafter employed during the contract term. The Agreement will be posted within the District's web site.

2.7 Unit Member Access

Union staff or the SEIU, Local 790, field representative shall have access to unit members at reasonable times as long as such access does not delay or interfere with the educational process or the efficient operations of the District. Meetings may be held in an appropriate area on District premises which does not disrupt the work environment or interfere with the work of other employees.

2.7.1 The SEIU field representative shall be permitted to transact official Union business throughout the District as necessary in the performance of union responsibilities to members of the bargaining unit. Upon arrival at the worksite, the field representative agrees to notify the employee's first level manager of his/her presence.

2.8 Union Convention/Conference Leave and Business Leave

2.8.1 For a given fiscal year, a maximum of one hundred and eighty (180) hours of release time shall be provided to union stewards and other union authorized person(s) for their attendance at union conventions sponsored by SEIU, Local 790, and its affiliates, steward training sessions, and conferences related to association business. Up to twenty-four (24) hours of release time shall be provided to each steward.

2.8.1.1 The expansion of such paid leaves in the 2005-08 contract term to each union steward is intended to build a wider leadership base and support of stewardship training among unit members.

2.8.1.2 If the maximum one-hundred and eighty (180) hours does not provide a full twenty-four (24) hours of release time for each steward, the actual release time allocated to each steward (less than eight hours) shall be determined by the stewards and designated union staff.

2.8.2 The District will act in good faith in granting said time for steward meetings, trainings, or classes. SEIU recognizes the need for staff members to be available during emergencies or for efficient District operations. A steward's request for such leave will be made seventy-two (72) hours in advance or as soon as practical in writing to the employee's immediate supervisor and first level manager. When approved, the request is forwarded to the Director of Human Resources. When the Director of Human Resources determines that the steward has reached maximum hours, the Union agrees to reimburse the District for the approved excess release time.

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

2.8.4 Release time from work for employee participation in training sessions co-sponsored by SEIU, Local 790, and the District is excluded from the training release time program described in Section 2.8.1.

2.8.5 Within six (6) months after ratification of the contract, SEIU, Local 790, and the District shall co-sponsor a training session for stewards, unit members, immediate supervisors of unit members, managers and other District employees who could benefit from such training. The specific agenda or components of the training session shall be established to mutually benefit SEIU members, District managers, supervisors and other interested staff. In addition to a general training for the provisions of this contract, specific areas which may require further clarification

with participants relate to: a) Use of Personal Business; b) Use of district safety form and process.

- 2.8.6 Pursuant to Education Code Section 88210, the District shall, upon written request from SEIU, consider a leave of absence without loss of compensation to any unit member to enable such member to serve as an elected officer of SEIU, Local 790. Such leave of absence must be submitted, when possible, sixty (60) days in advance to the immediate supervisor, District level manager and/or College President for approval. This leave shall include, but is not limited to, absences by the employee at periodic, stated, special or regular meeting of the body or organization on which the employee serves as an officer. The employee shall earn full service credit during the leave of absence and shall pay member contributions as prescribed by law.
- 2.8.7 Following the District's payment of the employee's salary and benefits for the leave of absence, SEIU, Local 790, shall reimburse the District. Reimbursement by SEIU, Local 790, shall be made within ten (10) days after its receipt of the District's certification of payment of compensation to the employee.
- 2.8.8 The leave of absence without loss of compensation provided for by this section is in addition to the released time without loss of compensation granted to representatives in Sections 2.8.1 and 2.8.2 of this Agreement.

2.9 **Release Time for Bargaining Committee and Chapter Officers**

- 2.9.1 The Union may designate up to five (5) members of the Blue Collar unit to serve on the negotiating team for successor agreements. The District will grant reasonable release time for the five (5) such members of the unit for at-table contract negotiations.
- 2.9.2 During the period when at-table negotiation meetings between the District and Union are scheduled, two (2) hours per week of release time from work may be used by a negotiating team member in preparation of such contract negotiation meetings.
- 2.9.3 The team member's release time is subject to the approval of the employee's immediate supervisor or first level manager and such leave shall not be granted if the schedule interferes with the efficient operations of the District.
- 2.9.4 By mutual agreement, bargaining sessions may be rotated from mornings to afternoons to accommodate employees on different shifts.
- 2.9.5 Release Time for Chapter Officers
The District shall grant to SEIU, Local 790, five (5) hours of release time per week for SEIU, Local 790, business exclusive of that release time granted under Government Code 3543.1, and any meeting called by management that the SEIU, Local 790, Chapter President or representative is required to attend. The release time shall be distributed so that the President and Vice President each receive two (2) hours of such release time per week and the Secretary receives one (1) hour per week. This release time shall not be cumulative from week to week except for the Secretary whose accumulated hours shall be used within one month, to be coordinated with the Secretary's supervisor.

2.10 **Non-Discrimination**

No employee shall unlawfully be discriminated against in the administration of this Agreement because of race, creed, color, national origin, age, gender, marital status, physical handicap/disability, sexual preference, political beliefs, political activities, political affiliation, or Union activity. Neither the Union nor any officer or other agent or representative of the Union shall intimidate or coerce any employee.

No classified employee shall be subject to harassment, as defined below, or sexual harassment, as defined in District Policy 6161. For the purpose of Section 2.10, "harassment" means a knowing, persistent, deliberate and unwelcome visual, verbal, or physical course of conduct by a LRCCD employee in the work setting, which serves no legitimate purpose and has the purpose of effect of unreasonably interfering with work performance.

2.11 Salary For New Job Classification

The District agrees to notify the Union whenever a new job classification within the unit is created. The District agrees to consult with the Union regarding the salary range assigned to the job classification.

2.12 District Indemnification

The Union shall indemnify the District and hold it harmless from any suits, claims, demands, or liabilities that shall arise out of or by reason of any action that shall be taken by the District for the purpose of complying with the foregoing provisions of this Article, or in reliance of any list or certificate which shall have been furnished to it under any such provisions.

Article 3: Management Rights

It is understood and agreed that the District retains all its powers and authority to direct, manage and control to the full extent of the law. All matters not specifically enumerated in this Agreement are reserved to the Board of Trustees and may not be a subject of meeting and negotiating. Included in, but not limited to, those duties and powers are consistent with the terms of this Agreement, 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; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenues; contract out work; 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. It is agreed and understood that matters pertaining to this article are specifically excluded from the procedures contained in Article 14– (Grievance Procedure) of this contract.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of 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 this Agreement, and then only to the extent such specific and express terms are in conformance with law.

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 lawful emergency affecting the District. The determination of whether or not an emergency exists is solely within the discretion of the Board.

Article 4: No Strike

It is agreed and understood that there will be no 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 by the SEIU, Local 790, or by its officers, agents, or members during the term of this Agreement. Similarly, it is agreed and understood that the Board will not conduct a lockout during the term of this contract. It is agreed and understood that matters pertaining to this article are specifically excluded from the procedures contained in Article 14– (Grievance Procedure) of this contract.

SEIU, Local 790, recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by employees who are represented by SEIU, Local 790, agrees in good faith to take all necessary steps to cause those employees to cease such action.

It is understood that violators of this provision may be subject to loss of rights, privileges or services under this Agreement.

Article 5: Check Off and Organizational Security

5.1 Organizational Security

- 5.1.1 All employees covered by this Agreement, as of its effective date, shall not be required as a condition of employment to become members of the Union, except that such employees shall pay an agency fee to the Union equivalent to the monthly union dues.
- 5.1.2 During the term of this Agreement, each new employee covered by this Agreement shall, as a condition of continued employment, thirty-one (31) calendar days after employment, pay to the Union, an initiation fee and dues required by the Union.
- 5.1.3 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, in lieu of union membership dues or an agency service fee, have an amount deducted monthly from his/her pay check equivalent to the monthly Union dues, with such deduction deposited to one of the following charitable organizations designated by the unit member:
- a) Los Rios Scholarship Fund
 - b) United Way
 - c) Los Rios Foundation
- 5.1.4 The exclusive representative shall provide annual written notice to each nonmember who is required to pay an agency fee: (1) The amount of agency fee which is to be expressed as a percentage of the annual dues per member based upon chargeable expenditures identified by the notice; (2) the basis for the calculation of the agency fee; and (3) a procedure for appealing all or any part of the agency fee. This requirement will adhere to pertinent PERB regulations in effect and as may from time to time be modified. This section is not subject to the grievance procedure.

5.2. Checkoff

- 5.2.1 The District agrees to deduct from each employee's wages the amount of the Union dues/fees and initiation fees as specified by the Union. The Union shall provide the District with a schedule of such dues for nine-month, ten-month, eleven-month, and twelve-month employees covered by this Agreement. For a regular employee working less than ten (10) months in any fiscal year and/or less than forty (40) hours per week, his/her dues shall be appropriately prorated.

The District shall pay to the Union-designated payee within a reasonable period of time the amount of such deductions.

5.3 COPE Checkoff

If an employee voluntarily signs a checkoff form for SEIU, Local 790's Committee on Political Education (COPE), on a form developed and provided by the Union, the amount

designated by the employee shall be deducted from his/her paycheck and transmitted to Local 790 COPE. It is expressly understood that this voluntary contribution is not a condition of employment.

5.4 **Indemnification**

The Union agrees to indemnify and hold the District harmless against any and all claims, suits, orders or judgments brought or issued against the District as a result of any action taken by the District's agents or members of the Board of Trustees under the provisions of this article.

Article 6: Personnel Policies

6.1 Performance Evaluation

- 6.1.1 The evaluation of Los Rios Community College District employees has as a related primary goal the ongoing improvement of services in support of the District's mission as a deliverer of educational programs to the public. In addition, the performance evaluation is intended to provide the employee with reasonable notification relating to her/his quality and quantity of job-related performance.
 - 6.1.1.1 Under normal circumstances, permanent employees shall have a performance evaluation on an annual (every twelve months) basis typically on the anniversary of the employment start date. Employees receiving an overall rating of "competent" or "commendable" on their Report of Performance for the first two (2) years of employment, including the probationary period, will be evaluated biennial thereafter.
 - 6.1.1.2 Under normal circumstances, probationary employees shall be evaluated at the end of the fourth, the eighth and the eleventh months of employment. The final performance evaluation under probationary status will carry a recommendation regarding subsequent status for the employee.
 - 6.1.1.3 Performance evaluations may be made more frequently if deemed advisable by the administrative officer.
- 6.1.2 The primary evaluator and the employee shall meet to discuss the specifics of the evaluation. One copy of the evaluation is to be given to the employee at this meeting and another copy is to be placed in the employee's record. The primary evaluator must have first-hand knowledge of the employee's performance or consult with the head or lead person who does have first-hand knowledge.
 - 6.1.2.1 Where performance problems have been identified in the evaluation by a "Needs to Improve" or "Unacceptable," the evaluation will be accompanied by a work plan for improvement and documentation illustrating the basis of the problem for the identified items. The employee shall have the right to respond in writing to comments on the evaluation and to attach that written response to the evaluation.
- 6.1.3 A permanent employee may appeal her/his evaluation through administrative channels by submitting a written notice within ten (10) days of the date of the review to the appropriate administrative officer.
- 6.1.4 An employee may have a Union representative present when meeting with management representatives during evaluation appeal meetings.
- 6.1.5 Once the evaluation has been reviewed with the administrative officer (Section 6.1.3), the employee or the administrative officer, separately or jointly, may request that the appropriate College President/Vice Chancellor (or designee) review the evaluation.

6.1.6 Nothing in this article shall be construed to mean that performance criteria or the evaluator's judgment regarding the quality or quantity of job performance or a unit member shall be subject to the grievance procedure of this contract. Compliance with the performance evaluation procedure is, however, a matter subject to the grievance procedure.

6.2 Earning a Service Increment

On the anniversary date, a regular employee will be advanced to the next higher step of the salary range assigned to his/her position classification until the top step of the range is reached. Earning a service increment is dependent upon two conditions: (a) 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; (b) the employee's report of performance evaluation must show a rating of "competent" or better; (c) any ratings above or below competent must be supported by examples of why the rater believes the performance to be substandard or commendable.

6.3 Probationary Period

Each employee appointed to a regular position shall become permanent in this position only after having served a successful probationary period of twelve (12) months. At designated times during the probationary period, the performance of the employee shall be reviewed by those having the responsibility for recommending permanent status. If during the probationary period, the employee's absences for whatever reason exceed twenty (20) consecutive days, the probationary period shall be extended on a day-to-day basis until an opportunity to observe the employee has been provided for a full year.

6.3.1 A unit member in a probationary status has no District appeal rights regarding disciplinary proceedings.

6.4 Transfers

6.4.1 Definitions

- 6.4.1.1 A voluntary transfer is one which is initiated by the employee and involves the assignment of an employee to another position at a different work location within the District.
- 6.4.1.2 An administrative transfer is one which is initiated by the District and involves the assignment of an employee to another position at a different work location within the District.
- 6.4.1.3 A reassignment is the assignment of an employee to another position within the work location.
- 6.4.1.4 For purposes of this section, work location means: (1) American River College and all satellites, (2) Cosumnes River College and all satellites; (3) Sacramento City College and all satellites (4) the District Office/ Facilities Management; (5) Folsom Lake College and all satellites.
- 6.4.1.5 For purposes of this section, operating unit is any department/division within a work location.
- 6.4.1.6 A vacancy is any bargaining unit position that the District intends to fill. The District will make every effort to fill a vacancy as soon as possible.

6.4.1.7 The District reserves the right to not fill, modify or convert a position when it becomes vacant. Prior to announcing a vacancy, the District may modify the position, change or reduce hours, convert FTE to a different position, or relocate the position to another operating unit or work location. Notification of these changes will be sent to the Union which upon written request to the District will meet and confer over the proposed changes prior to any implementation.

6.4.2 Employee Initiated - Lateral Transfer

When a position in the same job classification becomes vacant, the District shall post internally for not less than five (5) working days at all work locations prior to being filled.

6.4.2.1 Any permanent employee in the unit may apply for a transfer to a position by filing a written Lateral Transfer form and an updated application with the Human Resources Department. Criteria for approval of a transfer request shall be based on experience, demonstrated job skills, past evaluations on file which were made within thirty-six (36) months of the date of the transfer request, and demonstrated special skills if appropriate for the job.

6.4.2.2 When a new vacancy occurs, the District will in good faith consider the transfer of employees serving in the same class in the District. The District will screen all applicants for minimum qualifications, administer appropriate tests and/or other screening procedures as deemed necessary, and will ensure that at least three (3) of those referred interview candidates are the most senior eligible District employees. In any case where there is less than three (3) eligible District employees applying for the position, all eligible District employees shall be referred for interview.

6.4.2.3 The qualified unit members as identified in Section 6.4.2.2 will be guaranteed an interview by the college or location. Equal opportunity for advancement shall be extended to all qualified employees of the District.

6.4.2.4 If a voluntary transfer applicant is recommended for the position, the employee will be notified by the Director of Human Resources. If none of the voluntary transfer applicants are recommended for the positions, they will be notified by the Director of Human Resources and provided the option of being included in the general applicant pool for the position. Candidates who are interviewed will be notified concerning their status in writing within ten (10) working days after the successful candidate is notified of his/her selection.

6.4.2.5 The procedures in Section 6.4.2.2 will be subject to the grievance process.

6.4.3 Administratively Initiated Transfers

The District will follow applicable provisions of the Education Code or other applicable law when instituting a permanent transfer or reassignment of an employee covered by this Agreement. The employee will be given ten (10) days written notice for transfer to another work location and twenty-four (24) hours notice for reassignment within a work location. Temporary transfers and reassignments will require no written notice.

6.4.4 Vacancies

When the District decides to fill a vacancy in the classes covered by this Agreement, it will be announced to the classified staff for a minimum of ten (10) working days and posted in designated places frequented by unit members.

6.5 Promotions

6.5.1 Definitions

6.5.1.1 Promotion - A reassignment from a position in one class to an open position in another class having a higher salary range.

6.5.1.2 Conditional Status - The employment status accorded a permanent employee who is reassigned to a new position through promotion and who is required to serve a conditional (probationary) period of six (6) months. A unit member who has completed one (1) full year with the District including extensions provided under Section 6.3 and is subsequently serving a conditional (probationary) period retains all employment rights granted to permanent employees.

6.5.2 Length of Service

6.5.2.1 The District agrees to consider length of service with the District as one of the considerations in promotion. Length of service shall not necessarily be determinative in promotion.

6.5.2.2 In the event an opening occurs, employees within the District will be given consideration for promotion.

6.5.2.3 Providing that the applicants meet the announcement qualifications, bargaining unit members will be granted interviews as follows:

- a) If the number of qualified bargaining unit members who apply is three (3) or less, then each qualified bargaining unit applicant will be scheduled for the interview process.
- b) If the number of qualified bargaining unit members who apply is four (4) or more, then at least the three (3) most qualified based upon screening of their applications shall be scheduled for interview.

6.5.3 Applying for Promotional Opening

6.5.3.1 Eligibility - An employee wishing to be considered for a promotional position will need to meet these requirements:

- a) Fulfill the qualifications as listed in the position specification. If the skill requirements of the promotional position exceed those associated with the position currently held, the employee will need to pass skill tests at the stipulated level for the promotional position.
- b) Show satisfactory performance in the currently held position. The last performance evaluation must show an overall rating of "competent" .

6.5.3.2 Procedure

- a) The employee shall notify the Human Resources Office in writing of his/her interest in the open position by the deadline indicated in the job announcement. The employee shall file an application for the open position with the Human Resources Office prior to the deadline.
- b) Eligible employees expressing an interest in the open position may be scheduled for interviews at the location having a promotional opening.
- c) Employees will be notified in writing regarding the outcome of the employment interviews. Every effort will be made to notify employees not selected for a position as soon as possible after the selected candidate has accepted the offer of employment.

6.5.4 Employment Status for Lateral and Promotional Transfers/Reassignments

6.5.4.1 When an employee who has completed a probationary period with the District receives a lateral or promotional transfer/reassignment, he/she shall serve in a conditional (probationary) period of six (6) months in the new assignment. In the event the employee's performance is unsatisfactory in the new position during this period, the individual shall be entitled to reinstatement to the former position where he/she held permanent, satisfactory status or to a position in the same classification, even if this results in a layoff of the least senior person in this classification.

6.5.4.2 When such an employee is returned to his/her previous classification, the unit member will be placed on the appropriate range at the step previously held. However, no credit towards a step increment will be earned while in the lateral or promotional position, if the unit member is returned to the former position.

6.6 **Demotion**

6.6.1 Definition

6.6.1.1 Demotion - A reassignment from a position in one class to a position in another class having a lower salary range.

6.6.1.2 Voluntary Demotion - Reassignment to a lower position class based upon the employee's request and administrative approval.

6.6.2 Purpose

6.6.2.1 The demotion of a classified employee shall be for the purpose of (1) providing the best possible support services for the educational program, or (2) assisting an employee to make necessary adjustments in the responsibility level of his/her work.

6.6.2.2 An employee will be notified by the Human Resources Office at least fifteen (15) days in advance of Board action that a recommendation for demotion has been made.

6.6.3 Reassignment of Employee to Position with a Lower Salary Range

- 6.6.3.1 The Governing Board may, upon the recommendation of the Chancellor (or designee), reassign an employee to a class having a lower salary range. An action of this type will result from a performance evaluation report and other documentary evidence of the employee's inability to perform satisfactorily (administrative demotion).
- 6.6.3.2 An employee may request to be considered for a position in a class having a lower salary range (voluntary demotion).
- 6.6.3.3 When an employee is reassigned to a regular position at a lower salary range, the person will be assigned to the appropriate range and step nearest the person's present rate of pay without exceeding it. In no case will the person's salary exceed the last step of the appropriate range. This is applicable to voluntary/administrative demotion as well as a demotion resulting from reduction in force. (This section does not apply to unit members who have been reinstated into a previously held position because of unsatisfactory performance in a lateral or promotional transfer/reassignment. See Section 6.5.4.2)

6.6.4 Employment Status

- 6.6.4.1 An administrative demotion will not require the service of a conditional or new probationary period.
- 6.6.4.2 A voluntary demotion will not require the service of a conditional (probationary) period provided the employee has received an overall rating of "competent" or above on his/her last evaluation. An employee who has not completed a one-year probationary period with the District will serve the remainder of his/her initial probationary period in the newly assigned position.
- 6.6.4.3 Any employee who relinquishes permanency through voluntary demotion becomes subject to termination on the same basis as other probationary employees, if she/he has not completed a one-year probationary period with the District.

6.7 **Layoff**

The District agrees to lay off unit employees or reduce hours of unit members only when the Board determines there is a lack of work and/or a lack of funds. The determination of which positions are affected are reserved to the District. The District agrees to comply with provisions of the Education Code and District rules and regulations regarding layoff as contained in Article 17 of this contract.

6.8 **Discipline Process**

The parties recognize that disciplinary actions shall be progressive in nature if they are to correct the conduct of a unit member. The District agrees to follow a course of progressive discipline. It is understood, however, that progressive discipline does not follow any specific sequence of disciplinary actions and that major offenses will be cause for severe disciplinary actions.

When the District commences the investigation of an employee in the bargaining unit to determine whether or not discipline should be imposed on such employee, it shall immediately notify SEIU, Local 790, in writing of the investigation, including the purpose of

the investigation and the reason(s) therefore, including any allegations and charges made against the employee being investigated.

The District shall not interview and/or question any employee in the bargaining unit, formally or informally, for investigative purposes to determine whether or not to impose discipline, without the employee being advised of their right to have their SEIU, Local 790, representative present during the meeting as Board Regulation 6914 Section 2.1.5.

When the District determines that disciplinary action is warranted, it will proceed by following the provisions in Board Policy P-6911: Definitions, P6912: Just Cause 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. (See Appendix D for further information on above Board Policies and Regulations.)

6.9 **Reclassification**

6.9.1 The District agrees to comply with Administrative Regulation 6216 in the reclassification of unit members and to consult with the union representatives on 1) any changes to the regulations, and 2) salary placement for new position classifications within the bargaining unit.

6.9.2 A permanent employee whose position has been studied for classification may appeal the decision within thirty (30) days of receipt of notice regarding classification determination.

6.9.3 The District and SEIU agree to enter into discussions regarding the appeals process for requesting reclassification.

6.10 **Personnel Files**

6.10.1 Materials in a unit member's personnel file which may serve as a basis for affecting the status of employment shall be made available to the unit member for inspection or, with the written authorization of the unit member, to his/her designated representative.

6.10.1.1 There shall be one (1) official personnel file for each employee. Such file shall be maintained in the Human Resources Office.

6.10.1.2 Only materials in the official District personnel file shall be used in any proceeding affecting the unit member's employment status with the District.

6.10.1.3 A unit member may inspect his/her personnel file (except those items exempted by law from review) upon written notice and during normal District business hours. A unit member may obtain copies of documents contained in his/her personnel file. The District may charge 25 cents per page.

6.10.1.4 A unit member may, upon written authorization, designate a Union representative to review the file. The District agrees to be bound by applicable laws concerning privacy and confidentiality of such records and files. Access to the official personnel file is limited to administrators, supervisors, and authorized classified confidential staff.

All reviews of personnel files shall be done in the presence of a management representative (or designee).

- 6.10.2 Such material shall not include ratings, reports, or records which:
- a) Were obtained prior to the unit member's employment;
 - b) Were prepared by identifiable examination committee members;
 - c) Were obtained in connection with a promotion.
- 6.10.3 Materials of a derogatory nature, except those contained in Section 6.10.2, shall not be filed in the employee's personnel file unless and until the employee has been given an opportunity to review and comment thereon. The employee may have the comment attached to the derogatory material. The employee shall be released from duty if necessary to make such review.
- 6.10.4 Between six (6) months and twelve (12) months after the derogatory material is entered into the personnel file, the unit member may petition for exoneration of the derogatory material. If the petition is approved, then a statement of exoneration will be added to the file.
- 6.10.5 If within twelve (12) months after entry of a derogatory item no related derogatory data is developed, then such material will not be used against an employee in matters relating to promotion or transfer.
- 6.10.6 Derogatory material will be sealed upon request of the employee after two (2) years without any similar complaints. Such sealed material cannot be opened except upon written request of the employee or by process provided under law.
- 6.10.7 The District agrees to adhere to the provisions of the Public Safety Officer Procedural Bill of Rights for all public safety officers when they are subject to investigation or discipline.

Article 7: Work Periods

7.1. Work Year

7.1.1 Work Year – Twelve-Month Positions

The fiscal year, July 1 to June 30, shall constitute the work year for all twelve-month positions.

7.1.2 Work Year – Eleven-Month Positions

Those positions designed as having eleven (11) months of service shall be assigned for the period of August 1 to June 30 with the month of July off or such other arrangement as will allow one (1) full month without pay.

7.1.3 Work Year – Ten Month-Positions

Positions designated as having ten (10) months of service shall be assigned for the period of September 1 to June 20 with the months of July and August off without pay, or such other arrangements as will allow two (2) full months without pay.

7.1.4 Work Year – Nine-Month Positions

Positions designated as having (9) nine months of service will be assigned for seventeen weeks each of two (2) semesters. The work year for nine-month positions will begin with the first week of instruction each semester and conclude prior to exam week at the end of each semester.

7.2 Work Week

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

7.2.2 The basic work period for full-time employees shall consist of five (5) consecutive workdays of eight (8) hours each or forty (40) hours within any seven-day period. This does not mean that an employee is guaranteed a forty-hour week. Part-time employees shall normally work a minimum of twenty (20) hours within any seven-day period. This does not mean that a part-time employee is guaranteed a twenty-hour week.

7.2.3 Should the District need a four-day workweek for any group of employees, the work schedule shall consist of forty (40) hours within any seven-day period; the workday shall be ten (10) hours within any 24 hour period. A regular employee will work any four (4) consecutive days in a workweek with three (3) days off.

7.2.4 Before employees are assigned to work a ten-hour day, four-day workweek, their concurrence will be ascertained through the designated employee organization representing a majority of the concerned employees in the position class affected.

7.2.5 Should a majority of employees within a work unit or department desire to work an alternative work schedule (such as a ten-hour day, four-day week), the supervisor will meet and discuss feasibility of such a proposal.

7.2.6 Alternate Work Schedule

If the District decides to offer an alternate summer work schedule for employees covered by this agreement, the District and SEIU agree to meet and negotiate over the terms and conditions of the alternate summer work schedule by approximately May 1 of each fiscal year.

7.3 **Work Day**

The basic workday for a 5-day workweek for a full-time employee shall consist of eight (8) hours within any 24-hour period; for a 4-day workweek for a full-time employee, ten (10) hours within any 24-hour period.

7.4. **Rest Periods/Lunch Periods**

All employees shall be granted a fifteen (15) minute rest period for each four (4) hours of continuous work. Appropriate times for rest periods for employees shall be arranged by the immediate supervisor. Employees not wishing to take rest periods will observe lunch periods as scheduled and work their regularly assigned schedule. Campus Police may have their lunch period included within their assigned shifts with the approval of the immediate supervisor and the administrative officer (or designee). Officers who obtain such permission shall not be guaranteed a duty-free lunch period.

Article 8: Work Schedules and Overtime

8.0 Notification

- 8.1.1 Upon notification of regular employment, the unit member will be given a schedule of his/her work year.
- 8.1.2 The unit member will be given reasonable advance notice of any change in the regular work schedule unless the change has been deemed an emergency by the supervisor or administrative officer.
 - 8.1.2.1 In exercising authority to establish or change the regular work schedule and hours of work for employees, the administrative officer or unit supervisor will meet and discuss the work schedules or proposed changes to the work schedule with the affected employee(s) and shall provide notification, in writing, two (2) weeks (ten working days) in advance of the change. A copy of the notification shall be sent to union staff. Changes to work schedules that do not require formal notification to the employee and union staff are:
 - 8.1.2.1.1 employee initiated work schedule changes that are mutually agreed to between the employee and supervisor or first level manager;
 - 8.1.2.1.2 temporary work schedule changes such as a summer schedule, vacation staffing or vacancy due to sick leave;
 - 8.1.2.1.3 any other work schedule changes that are mutually agreed to between unit member and supervisor or first level manager.
 - 8.1.2.2 Employees shall have the right to Union representation. When the schedule change will affect a significant group of employees, the Union will be notified of the change. On request by the union, the District will discuss the planned work schedule changes with union representatives.
 - 8.1.2.3 Should the District implement a year-round calendar or other major class changes and offerings which result in access issues to facilities and grounds, temporarily or permanently, work shift changes may be implemented.
 - 8.1.2.3.1 The District and Union representatives shall meet to discuss the planned work schedule change(s) required to maintain, enhance or improve the delivery of services for the maintenance, repairs, renovation, security and cleaning of the District plant. Such work schedule changes shall be the result of requirements that are the result of facility access needs and/or other needs that are in the best interest of serving students of the District.

8.1.2.3.2 Such workday or workweek changes may include, but are not limited to, work shift changes which are scheduled during certain weeks or months of the fiscal year.

8.1.2.3.3 Notification to employees for work shift changes during a fiscal year shall follow the provisions of this section and Section 8.6.

8.1.2.3.4 Shift differential provisions as stated in Section 11.7 shall apply.

8.1.3 No employee shall be required to work a split shift on a consistent basis unless it is mutually agreed to by the employee and the District.

8.1.4 Work schedules are reissued each year as part of the notice of employment.

8.2 Overtime

8.2.1 Designation of Overtime

8.2.1.1 For a full-time regular employee with a five-day 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 such work is approved by the supervisor/administrator.

8.2.1.2 For a full-time regular employee with a four-day work week, work performed in excess of ten (10) hours in one day or forty (40) hours in a week shall be classified as overtime when such work is approved by the supervisor/administrator. Work performed on the fifth, sixth, and seventh days shall be considered overtime.

8.2.1.3 For a part-time regular 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 employee having a workday 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.

8.3 Compensation for Overtime

8.3.1 Employees working authorized overtime shall be paid at the rate of one and one-half (1½) times the employee's straight-time rate. 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.

8.3.2 Compensatory Time Off

By mutual agreement between the unit member and the supervisor and first-level manager, the unit member may have compensatory time off at time and one-half in lieu of monetary compensation for authorized overtime.

8.3.2.1 Such compensatory time off shall be granted within the month the overtime was worked and no later than three (3) calendar months following the month in which the overtime was worked.

- 8.3.2.1.1 Such planned compensatory time off must be authorized in writing by the appropriate supervisor and first-level manager on forms provided by the District.
- 8.3.2.1.2 Except for bus drivers, no more than sixty (60) hours of compensatory time off may be accumulated at any one time. Overtime hours worked in excess of the sixty (60) hour maximum carryover level shall be paid to the employee at the appropriate hourly rate.
- 8.3.2.2 Compensatory time off will not be granted if it will impair the delivery of needed services for the District, disrupt the academic term or start of any academic term or the scheduled class(es) or adversely affect the efficient operations of the District.
- 8.3.2.3 If such authorized compensatory time off is not taken within the three (3) month period following the month in which the overtime was worked, then the unit member will be paid according to Section 8.3.1.

8.4 Assignment of Overtime

- 8.4.1 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 employees to work overtime as needed.
- 8.4.2 When circumstances permit, overtime shall be distributed as equitably as possible.
- 8.4.3 When an overtime opportunity exists as determined by the District, the assignment will be offered to employees in the required job classification at the work site on a rotational basis. A listing of employees in order of Board hire date in the job classification will be established with the earliest Board hire date listed first. The employee at the top of the list will be offered the overtime assignment first. Should the employee either accept or reject the assignment, his/her name will rotate to the bottom of the list.

8.5 Overtime For Bus Driver/Maintenance Helper

- 8.5.1 Whenever the working day of a bus driver/maintenance helper exceeds eight (8) hours, excess actual work time shall be paid at time and one-half (1½) the straight-time rate.
- 8.5.2 The employee will keep a record of actual work time and standby time (any time when the bus driver is required to remain on the job but is given no working assignment). Standby time will be paid at the regular hourly work rate.
- 8.5.3 On overnight trips the employee will not be paid for sleep time and meal time. [A minimum of eight (8) hours is allowed for sleeping and one (1) hour for each of three (3) meals in one (1) twenty-four (24) hour period.]

8.6 Changes to Work Rules or Work Shifts

- 8.6.1 Work schedules and/or changes thereto will be based upon reasonable District needs.

- 8.6.2 When a department manager decides that a "shift vacancy" has occurred, the hours of the shift or workday will be posted for seven (7) calendar days. Only unit members in the department at the work location and in the same classification may request reassignment to the vacant shift. In determining which applicant shall be assigned to the vacant shift, the District will strive toward mutual agreement between the District and affected employee(s). Seniority in class by department will be one of the considerations in the District's final decision regarding the assignment. The application request to the vacant shift is the responsibility of the employee.
- 8.6.3 If there are no requests for reassignment in the event of a shift change, at least one (1) of the following factors shall be considered:
- 8.6.3.1 mutual agreement by the District and the involved employee(s); or
 - 8.6.3.2 designation by the District of an employee who has less than three (3) full years with the District in the required job classification; or
 - 8.6.3.3 if all employees have at least three (3) years full-time experience in the job classification with the District, then the least senior employee will be assigned.

8.7 On-Call for Police Sergeants

- 8.7.1 All Police Sergeants will be required to be on-call for emergency work as authorized by the District's Chief of Police. Sergeants would be called to respond to major incidents, suspicious circumstances, or crime scenes as soon as possible.
- 8.7.2 Sergeants will be assigned to on-call status once every four (4) weeks. This will require the sergeants to be available to respond by telephone or pager without delay as directed by a supervisor.
- 8.7.3 Sergeants while on-call shall:
- a. be properly equipped for duty and available to respond directly to the location assigned within sixty (60) minutes.
 - b. not drink alcoholic beverages.
 - c. immediately take appropriate steps to acknowledge notification upon being contacted.
- 8.7.4 Sergeants will receive an on-call allowance of one hundred dollars (\$100) per month as compensation for their on-call status.

Article 9: Leaves With Pay

9.1 Sick Leave – Personal Illness

9.1.1 Sick Leave Accrual

A regular full-time classified employee covered by this Agreement shall earn one (1) day of sick leave for each full month of completed service (75% or more of the paid-status days in a calendar month). For less than seventy-five percent (75%) time, the employee will receive a pro rata amount. 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 twenty (20) hours per week, twelve (12) months a year, earns forty-eight (48) hours or six (6) days a year.]

9.1.2 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 and, upon retirement, may or may not be added to retirement benefits depending upon PERS regulations in effect upon retirement.

9.1.2.1 Absence(s) which are chargeable to sick leave are the actual hours which the employee would have worked had the employee served during the day.

9.1.2.2 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.

9.1.2.3 An employee who at the time of termination has taken more sick leave than he/she has accrued shall reimburse the District for the value of the difference. Whenever an employee is reemployed within a twelve-month period following termination of services, unused sick leave from the prior period of employment shall be reinstated.

9.1.3 Advance Notice

An employee shall notify his/her supervisor of the illness at least two (2) hours prior to the beginning of the assigned shifts. If the supervisor (or designee) is not present or at a work site where notification cannot be left on voice mail, the employee shall notify the respective supervisor (or designee) as soon as possible but prior to the beginning of his/her shift.

9.1.3.1 Upon returning to work, the employee shall complete the Report of Absence. When the absence lasts for ten (10) or more consecutive working days, the employee shall submit a physician's written statement which includes the following items: 1) simple diagnosis, including a statement that the employee was unable to work and the dates for the absence, and 2) a statement that in the physician's opinion the employee can return to work and, when it applies, identifies any restrictions or limitations upon their return to work.

9.1.3.2 Under certain circumstances, the administrative officer (or designee) may request a physician's statement to verify any illness absence and to ensure that an employee is fully able to resume all of the duties of the position before allowing her/him to return to work. Such circumstances shall include the appearance of abuse of sick leave usage including the regular use of the district's five-month law benefit, or regular or irregular patterns of sick leave usage and other questionable sick leave usage. The District and Union will comply with all applicable laws pertaining to the Americans with Disabilities Act for permanent disabilities.

9.1.3.3 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.

9.2 **Use of Accrued Sick Leave for Maternity/Paternity, Birth of Child Reason**

9.2.1 An employee may use accrued sick leave for illness or injury resulting from pregnancy, miscarriage, childbirth, and recovery therefrom. An employee shall submit to the site administrator's office for forwarding to the District Human Resources Office a physician's statement verifying the period of time with beginning and ending dates that the employee was temporarily disabled, ill or injured because of pregnancy, miscarriage, childbirth and recovery therefrom.

9.2.2 An employee may use up to ten (10) days of accrued sick leave for absences to care for his/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 9.2.1 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/her supervisor within twenty-four (24) hours of the commencement of the leave.

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

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

9.3 **Children's School Activities**

The District shall comply with any federal or state law requiring an employer to grant time off to participate in a child's school activities. Current state law provides that parents may take up to forty (40) hours per year, but not more than eight (8) hours per month, to participate in their children's school activities. An employee may take either unpaid leave, vacation, compensatory time off, or sick leave (subject to employee's minimum balance of eighty (80) hours).

9.4 **Use of Accrued Sick Leave for Personal Necessity Reasons**

9.4.1 Seven (7) days of accrued sick leave may be used by an employee during a fiscal year for the following personal necessity reasons: a) death of immediate family members when leave beyond that allowed by bereavement leave is required; b) accident involving the person or his/her property or the person or property of an immediate family member; c) appearance in court when employee is required to

appear as litigant or witness; d) religious observances of an employee's faith; e) serious illness of a member of the immediate family; f) imminent danger to the home of employee (such as danger occasioned by flood, fire, or earthquake or of such serious nature that the employee could not reasonably be expected to disregard it); g) inability to get to one's assigned place of duty because of transportation failure (mechanical or prohibitive weather).

Medical and dental appointments of the employee and the employee's dependents that cannot reasonably be scheduled at times other than working hours may be charged to personal necessity leave.

9.4.2 Immediate family includes: 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 domestic partner, sibling of domestic partner, wife or husband of domestic partner's child, or any person living in the immediate household of the employee.

9.4.3 The employee shall not be required to secure advance permission for leave taken for any of the following reasons:

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

9.4.3.2 Accident involving the employee or his/her property or an accident involving a member of the employee's family that resides in his/her household.

9.4.3.3 Imminent danger to the home of the employee when the danger requires the attention of the employee during his/her assigned hours of duty. Such danger may be occasioned by flood, fire, earthquake or be of other serious nature and under such circumstances as cannot reasonably be disregarded by the employee.

9.4.3.4 The employee shall notify his/her supervisor or site administrator within a reasonable period of time during the first day of such absence.

9.5 **Transfer of Paid Sick Leave**

9.5.1 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, and who accepts employment with Los Rios within one (1) year of termination with the former district, may transfer all illness absence credit (sick leave) accumulated with the former district.

9.5.2 If the employee was terminated as a result of action initiated by the former employer for cause, such transfer may be made if agreed to by the Board of Trustees. The employee must initiate the transfer of sick leave (Education Code 88202).

9.6 **Entitlement to Other Sick Leave (Five-Month Law)**

Every regular classified employee shall once a year be credited a total of one hundred (100) days' sick leave including the sick leave provided in Education Code 88191. Each day of other sick leave shall be compensated at the rate of fifty percent (50%) of the employee's regular salary. 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 88191 and Education Code 88192. Allowable other sick leave may only be used for long-term illnesses of five (5) days or more. Allowable other sick leave shall not be accumulative under this section from year to year, nor shall any employee be credited with more than one (1) entitlement to other sick leave for a single illness or injury. A physician's written statement, as described in Section 9.1.3.1, is required.

9.7 Use of Vacation for Illness Absence

Whenever the employee uses all allowable sick leave, the absence will be charged against accrued vacation, if any, or, with administrative approval, the employee may take a loss of pay.

9.8 Industrial Accident and Illness

9.8.1 The District maintains a combined self-insured and conventional insurance coverage for workers compensation for the benefit of the regular classified 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 certificate and qualifying as being work-connected. Upon hire, the District shall provide each new unit member a worker's compensation brochure which describes the District's program and benefits.

9.8.2 Allowable Days of Compensated Absence

9.8.2.1 All regular employees hired after July 1, 1990, with three (3) full years of District service shall be granted industrial accident and illness absences with full pay for each such accident or illness. Allowable leave shall not exceed sixty (60) working days for the same accident. 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 only that amount remaining at the end of the fiscal year in which the injury or illness occurred. Employees hired before July 1, 1990, continue to receive this benefit without the three-year waiting period.

9.8.2.2 Industrial accident or illness absence shall commence on the first day of absence from work and shall be reduced by one (1) day or partial day for each day of authorized absence regardless of any temporary disability award.

9.8.2.3 Modified work schedules may be provided for employees who are eligible for industrial accident/illness provisions. Such modified work schedules will be in accordance with the treating physician's instructions and with the concurrence of the immediate supervisor and the administrative officer.

9.8.3 Restriction on Travel

9.8.3.1 During industrial accident and illness absence, the employee must remain within the State of California, unless authorized to travel elsewhere by the Chancellor (or designee) (Education Code 88192). If the employee will be unavailable at his/her place of residence on any given day (24-hour period) during the industrial/illness accident leave,

he/she shall notify the immediate supervisor of a telephone number where the employee can be reached.

9.8.4 Reporting Industrial Accident or Illness

Should an employee sustain a personal injury on the job, the employee shall notify his/her supervisor immediately and a claim form will be provided to the employee per the Labor Code. If the employee returns the claim form to the supervisor, the form will be completed and forwarded to the administrative officer on the same day so that a report may be filed with the District Office within twenty-four (24) hours of the time of the accident. The employee will receive two (2) copies of the claim form and can forward one copy to SEIU if he/she so desires. (Upon reprinting of DWC Form 1, the distribution list will include a designation that an employee copy may be voluntarily forwarded to the union office by the employee.)

9.8.4.1 If the employee is unable to report the accident, his/her family member or designated person shall notify the supervisor.

Employees have a right to receive medical care at any of the facilities "Designated Medical Facility for Workers' Compensation Treatment," and to receive temporary disability indemnity, permanent disability indemnity, vocational rehabilitation services, and death benefits. The employee may predesignate their own personal physician if he/she files the "Predesignation of Personal Physician or Personal Chiropractor" form prior to any injury. If an employee does not predesignate a physician, a District designated Workers' Compensation physician will provide the first thirty (30) days of medical care, or until such time after thirty (30) days that the employee designates a physician.

9.8.5 Eligibility for Industrial Accident/Illness Leave

Eligibility for industrial accident and illness leave is contingent on the following conditions:

9.8.5.1 The employee has reported the injury/illness to the appropriate supervisor within twenty-four (24) hours of occurrence or within twenty-four (24) hours of when the employee became aware of the injury (weekends and holidays excluded); and

9.8.5.2 Medical treatment has been provided by a designated facility and a medical verification report physician's statement (see Section 9.1.3.1) has been filed with the District Employee Benefits Office; and

9.8.5.3 The Workers' Compensation claims administrator has verified that the injury/illness is work-related.

9.8.6 Use of Earned Sick Leave

9.8.6.1 When entitlement to industrial accident/illness leave has been exhausted, entitlement to earned sick leave will then be used.

9.8.6.2 If any employee is receiving a compensation award, the person shall be entitled to use only as much sick leave or vacation as, when added to the compensation award, will provide for a full day's pay.

9.8.7 Indemnity Checks

During any paid industrial accident and illness absence, the employee shall endorse to the District the temporary disability indemnity checks received because of industrial accident or illness. The District, in turn, shall issue the employee appropriate warrants for the payment of not more than full salary and shall deduct normal retirement contribution and other authorized deductions.

9.8.8 *Employee Status During Industrial Injury Absence/Leave*

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

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

Employees requesting a return to duties shall be required to submit a physician's statement assessing their ability to perform normal duties assigned to the position. The attending physician's determination will be subject to the Workers' Compensation Law.

9.8.9.1 With administrative approval and with the physician's authorization, modified work schedules or work assignments on a temporary basis (limited duty program) may be accommodated for employees who are eligible for industrial accident/illness provisions.

9.8.9.2 With the limited duty program, the work assignments shall match the abilities and skills of the employees with the limitations and restrictions prescribed by the physician.

9.8.10 *Reemployment List*

If at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to assume the duties of his/her position, the employee shall be placed on a reemployment list for a period of thirty-nine (39) months. At any time during the thirty-nine (39) months that the employee is able to assume the duties of the former position, he/she shall be reemployed in the first vacancy in the classification of his/her previous assignment. Reemployment will take preference over all other applicants except those laid off for lack of work or funds, in which case the affected employee shall be ranked according to his/her proper seniority.

9.9 **Short-Term Military Leave**

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

9.9.2 Employees, when temporarily called to active duty or for the purpose of attending field training exercises, shall be entitled to be paid their regular salary for the first thirty (30) calendar days of absence for the work days they are absent from the District providing the duty occurs during a paid status month of the employee's work year.

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

9.10 **Jury Duty**

- 9.10.1 An employee who is called for jury duty shall be granted the necessary time off, with pay, and, if necessary, will be temporarily reassigned to a work shift that coincides with the time the employee is required to serve on jury duty to fulfill this obligation as long as the employee has not served on jury duty for the past three (3) years. This is not applicable to any volunteer service.
 - 9.10.1.1 Should the employee's request for a deferral of jury duty due to the three (3) year window be denied by the governmental agency, the employee shall be granted the necessary time off to serve.
 - 9.10.1.2 Should the jury duty obligation involve a different jurisdiction, the employee shall be granted the necessary time off to serve.
- 9.10.2 The 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 from such jury duty, exclusive of mileage, meals, and/or parking expenses. The employee is expected to return to work to complete the regular number of hours of their workday whenever it is not necessary to serve as a jurist or potential jurist for the entire day.
- 9.10.3 Jury duty is an essential civic service and only in those cases where an employee's absence would result in a serious handicap to the specific operating unit will the Director of Human Resources, upon the advice of the administrative officer or facility director, request the jury commissioner to consider deferment of said employee's obligation to serve. In no case will the employee's supervisor instruct the employee to obtain an exemption, except that the Board may, however, provide by rule that only a percentage of its classified staff, which percentage shall not be less than two percent (2%), shall be granted such leave with pay at any one time. The District may discuss with the affected employee the practicality of seeking an exemption when acceptance would tend to materially disrupt the District's operations.

9.11 **Bereavement Leave**

Every regular employee shall be granted necessary leave, with pay, in the event of the death of any member of the employee's immediate family (as stated in Section 9.4.2). Such leave will not exceed three (3) days, or five (5) days if travel in excess of three hundred-fifty (350) miles from Sacramento is required. The employee will furnish the name of the deceased, the relationship to the employee, and the destination. For purposes of bereavement leave only, nieces and nephews of the employee are considered members of the employee's immediate family.

- 9.11.1 To document bereavement leave, the employee must record on their monthly absence report their relationship to the deceased.

9.12 **Required Court Appearance**

- 9.12.1 One (1) day of absence per year, with pay, will be allowed for an employee to appear in court if subpoenaed as a witness, 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. An exception to this paid absence limit occurs if the employee is acting in the capacity of District witness and has been requested by the District or District's legal counsel as further described in Section 9.12.2 as follows:

9.12.2 Where an employee is required to appear in court on behalf of the interests of the District as a result of activities directly relating to his/her scope of employment (example: Campus Police Officer testifying as a witness relative to damage to District property) the employee shall be compensated as follows:

- a) If such required court appearance occurs on or during the employee's regular work day, the appearance will be considered regular duty and the employee will be compensated as if he/she had been regularly on the job during the hours of the appearance.
- b) If such required court appearance occurs on the employee's day off, the required time of appearance will be considered as overtime for compensation purposes, subject to conditions regulating overtime as stated elsewhere in this Agreement.

9.12.3 Procedure

- a) A copy of the subpoena must be attached to the Report of Absence form submitted by the employee.
- b) The employee is expected to return to work whenever it is not necessary to be absent the entire day.

9.13 **Personal Business**

9.13.1 Any employee, including employees who work an alternate work schedule, may be granted the necessary time off, not to exceed two days (2) per year, to resolve personal matters which require attention and which are the responsibility and rightful concern of the individual. Unused personal business days do not accrue or carry over from one year to the next. All requests for personal business leave must be approved in advance, except under extenuating circumstances or in an emergency situation, by the appropriate supervisor or first level manager.

9.13.2 Personal business leave is to be used for activities that the employee could not reasonably be expected to accomplish or will create a serious conflict 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. Personal business leave taken shall be a minimum block of one (1) hour or more.

9.14 **Birth of Child**

One day of absence will be granted to an employee at the birth of his/her child or at the time of legal adoption of a child or the day of adoptive placement of the child. This leave is in addition to the leave provided in Sections 9.2.1, 9.2.2 and 9.2.3 above.

9.15 **Critical Illness**

Three (3) days per year, with pay, shall be granted in the case of a critical illness or accident to a member of the employee's immediate family as defined in Section 9.4.2. A statement by the physician verifying the need for the employee to be present with the immediate family member shall be attached to the absence form.

9.16 **Quarantine**

9.16.1 An employee whose place of residence is quarantined by county health officers shall receive 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 accrued sick leave.

- 9.16.2 A statement from a qualified physician and/or public health official relative to the quarantine restriction shall be required in all cases. The statement shall be attached to the Report of Absence form for forwarding to the employee's immediate supervisor.

9.17 Vacation

9.17.1 *Earned Vacation*

9.17.1.1 Full-time members earn a vacation allowance at the rate of 1.25 working days per month or fifteen (15) working days each fiscal year.

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

9.17.1.3 Employees who have or will have achieved twenty-one (21) years or more of service in the 1999-00 fiscal year shall continue to earn one (1) additional vacation day per year above the standard twenty-one (21) day vacation allowance, for five (5) years, to a maximum of twenty-five (25) days per fiscal year. The vacation earning rate(s) for 22 to 25 days per fiscal year applies to this eligible group only.

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

9.17.2 *Eligibility for Use of Vacation*

9.17.2.1 A regular classified employee must have served the District 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.

9.17.2.2 Regular classified employees who are in paid status less than seventy-five percent (75%) of the working days in the month will earn vacation in proportion to the time served.

9.17.2.3 No vacation shall be used prior to the time it is earned.

9.17.2.4 Earned vacation shall not become a vested right until completion of the initial six (6) months of employment. [Education Code 88197(e)]. Employees terminating with less than six (6) months' service shall not receive payment of vacation accruals.

9.17.3 *Pay for Earned Vacation*

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

- 9.17.3.2 Nine-, ten-, and eleven-month employees will have the option of receiving a lump-sum payment for accrued vacation days outstanding at the end of the employee's work year or use earned vacation days during the work year in which the vacation is earned. The selection of whether to be lump-sum paid at the end of the work year or to take earned vacation shall be made prior to July 1 of the fiscal year in which the pay or vacation time will be applicable. Such selection shall be made by the employee on the District form provided for this purpose.
- 9.17.3.3 Each employee shall have the right to take vacation provided it does not interfere with the efficient operation of the District. The supervisor is responsible for scheduling vacations.
- 9.17.3.4 Upon separation from service and after six (6) months of employment or more, an employee shall be entitled to lump-sum compensation for all earned and unused vacation.
- 9.17.3.5 Employees may not be paid vacation pay for days they are not scheduled to work.

9.17.4 Scheduling Vacations

- 9.17.4.1 Vacations must be approved in advance by the supervisor and the first level manager. The supervisor shall respond as quickly as possible to a written vacation request. If a response is not provided within ten (10) working days of the stamped receipt, the request shall be granted. If the vacation requests of two (2) or more employees in the same operating unit conflict, the decision will be made by the supervisor/first level manager in accordance with what is determined to be in the best interests of the District and students. All other things being equal, the employee with greater seniority in class will be given preference.
- 9.17.4.2 An employee may be permitted to schedule his/her vacation at any time during the year provided that such vacation schedule does not interfere with the efficient operations of the District, disrupt the academic term or the start of any academic term or adversely impact services to the students of the District. In order to minimize conflicts with planned projects and workload, the request for vacation must be approved by the supervisor and the first level manager and must occur in advance of the scheduled vacation. Once vacations are scheduled and approved, they may not be changed except by mutual agreement between the supervisor and the affected employee.
- 9.17.4.3 Vacation time cannot be used by employees for periods of less than one hour.
- 9.17.4.4 Except for nine-, ten-, and eleven-month employees who do not accumulate vacation beyond the fiscal year, the accumulation of more than forty-five (45) days of unused vacation by a twelve-month member of this unit will be disallowed. If, as of August 31st of each fiscal year, an approved written request for use of accumulated vacation 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 in excess to the forty-five (45) days' limit into the following year.

9.17.4.5 The supervisor of an employee who will exceed the maximum accrual limit in Section 9.17.4.4 and who has not submitted a vacation request will meet with the employee to establish a vacation plan to be in compliance with the accrual maximum. The District will provide written notification to unit members of their vacation balances on the monthly pay 'stub.'

9.17.4.6 Employees whose balance exceeded the forty-five (45) day limit on August 31, 2002, will receive an option for use of the excess days as follows: 1) days in excess of forty-five (45) will be paid on April 10, 2003; 2) days in excess of forty-five (45) may be scheduled for vacation with the supervisor's approval to result in a maximum forty-five (45) day vacation balance by August 31, 2003; or 3) a combination of options 1 and 2.

9.17.5 Effect of Holidays

Regularly observed legal holidays occurring during a vacation period shall not be construed as part of vacation allowance.

9.18 Holidays Observed

9.18.1 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.

9.18.1.1 Employees whose first day of employment is the day after a holiday do not receive pay for that preceding holiday.

9.18.1.2 Employees who resign, terminate, or retire shall not be eligible for any holidays after the last day worked.

9.18.2 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 Birthday Holiday; Lincoln's Day; Washington's Day; Memorial Day.

9.18.3 Other school-closure days designated by the President of the United States or Governor of the State of California as holidays for a public fast, Thanksgiving, or other celebration.

9.18.4 Should classes be held on Admission Day, regular classified employees will receive an in-lieu-of holiday.

9.18.5 When it is permissible under the Education Code to observe a holiday on alternative dates, the District will determine the specific date to be observed.

9.19 Compensation for Holidays Worked

9.19.1 If a regular employee is required by a supervisor to work on a holiday, the employee shall receive:

a) pay or compensatory time off at the rate of two (2) times his/her regular rate of compensation for the hours actually worked, and

- b) normal holiday pay. (e.g. if a regular, full-time employee is required to work eight (8) hours on a holiday, then his/her compensation in addition to the holiday pay would be sixteen (16) hours (2 x 8) at his/her straight-time rate of pay.)

9.19.2 When an employee is requested to work both a holiday and an in-lieu-of day, the employee will be paid at the holiday rate for only one day.

9.19.3 Should a holiday occur while an employee is absent from work because of sick leave, vacation, or other paid leave of absence, the holiday shall be considered as time worked and shall not be deducted from any other paid leave of absence.

9.20 **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 holiday. The Board-granted days off to be observed will be the Friday after Thanksgiving; the 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 (2) legal holidays that fall within this period.

9.21 **Catastrophic Leave**

The District and SEIU agree to establish a committee to develop recommendations regarding a Catastrophic Leave Program. The committee will begin meeting within one hundred eighty (180) days of the ratification by both parties of this Agreement.

9.21.1 Committee Composition

The committee will be comprised of three (3) SEIU members appointed by the SEIU President and three (3) managers appointed by the Chancellor.

9.21.2 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 official meetings of the committee.

9.21.3 Committee Charge

The committee will be charged with evaluating the need and feasibility for an Employee Catastrophic Leave Program. In determining the need for such a program, the committee shall review current employee experience, including absences, 5-month law, disability leave, and the number of incidents of unpaid long term leaves. If an Employee Catastrophic Leave Program is deemed to be necessary and feasible, the committee will develop recommendations which shall be presented to the exclusive representative and the District no later than July 1, 2007. Such recommendations, if any, shall be considered during negotiations for a successor agreement to this Agreement. Prior to developing any recommendations, the committee will survey other California community college districts and/or California public schools to determine the most appropriate structure of a program.

9.22 Leaves granted under this Article shall be subject to reasonable verification by the District.

Article 10: Leaves Without Pay

10.1 Conditions for Leaves Without Pay

- 10.1.1 An employee will need to submit a request for leave, along with supporting reasons and/or documents, to the administrative officer at least two (2) weeks prior to the requested starting date. Two (2) weeks prior to the effective ending date of the leave (as originally requested), the employee must notify the administrative officer of his/her intent to return to work (or request the extension of the leave). Failure to notify the administrative officer in the time prescribed herein may result in loss of employment or a further extension of the leave.
- 10.1.2 An employee on leave without pay earns no benefits, including time toward seniority standing. To earn a service increment, a regular employee must work seventy-five (75%) or more of the working time between anniversary dates.
- 10.1.3 Gainful employment, unless specifically authorized by the Board of Trustees, is disallowed during the leave absence.
- 10.1.4 At the conclusion of any unpaid leave, the employee shall return to a position within the class in which the person was previously assigned, providing all other conditions of Article 10 are met.

10.2 Long-Term Health Leave

- 10.2.1 At the discretion of the administrative officer, 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 six (6) months.
- 10.2.2 When the attending physician has verified that the employee is fully able to resume all duties of the position within the previously assigned classification, the employee should notify the District Human Resources Office thirty (30) days, but no later than two (2) weeks, prior to the planned return providing that the attending physician verifies that the employee is fully able to assume all 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.
- 10.2.3 If at the conclusion of the leave of absence the employee is still unable to assume the duties of his/her position, he/she shall be placed on a reemployment list for a period of thirty-nine (39) months.
- 10.2.4 If during the prescribed thirty-nine (39) months, the employee is fully able to assume the duties of his/her position (as verified by the attending physician), the employee shall be reemployed in the first vacancy in the classification of his/her previous assignment. The employee has the right to refuse one (1) offer of reemployment. 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/her duties, the break in service will be disregarded and he/she shall be fully restored as a permanent employee.

10.3 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. The District shall comply with the applicable provisions of the Military and Veterans Code.

10.4 Child Care

A child care leave, without pay and immediately following the birth or adoption of a child, may be granted to a permanent employee for a maximum length of twelve (12) months, including the time allowed within the Family Care Leave provisions.

10.5 Personal Leave

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

10.6 Full-Time Educational Leave

A full-time educational 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 (or designee) or the Vice Chancellor (or designee) to be in the best interests of the college or the district division.

10.7 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 request 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:

- a) The course or training session is part of a program approved by the supervisor and the administrative officer to improve the employee's performance in the position he/she holds;
- b) 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;
- c) Additional funds will not be required.

10.8 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.

10.9 Union Business Leave

With the approval of the immediate supervisor, the Vice President of Administration and the Director of Human Resources, one (1) member of the Blue Collar unit may be granted an unpaid leave of absence at the written request of the Union to conduct union business. Such leave shall not exceed 175 days in any fiscal year but will not be granted for less than six (6) months.

10.10 Family Care Leave

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

Leave under these laws shall run concurrently with leave granted pursuant to Sections 10.1, 10.2, 10.4 and 10.5.

Article 11: Compensation

11.1 Funding Sources for Salary & Benefit Improvements

The bargaining unit shall receive its proportionate share of eighty percent (80%) of certain new or increased unrestricted revenue which is above an established base amount.

11.1.1 Provisions related to defined revenues and related base amounts for 2005-06 compensation improvements are stated in Appendix A which is attached hereto and incorporated herein.

11.1.2 Provisions related to defined revenues and related base amounts for 2006-07 and 2007-08 compensation improvements are stated in Appendix B which is attached hereto and incorporated herein.

11.2 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 classified salary schedule. Under extenuating circumstances, the Chancellor may authorize a higher step.

11.3 Service Increment

On the anniversary date, a regular employee will be advanced to the next higher step on the salary range assigned to his/her position classification until the top step of the range is reached. Earning a service increment is dependent upon two conditions:

11.3.1 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.

11.3.2 The employee's report of performance evaluation must show a rating of "competent" or better.

11.4 Longevity Increment

11.4.1 A regular employee who has satisfactorily served the District for ten (10) full years will receive a longevity increment of four percent (4%). An additional longevity increment of four percent (4%) after fifteen (15) years of service will also be provided.

11.4.2 Longevity Step

After funding all other continuing costs as defined in Appendix A, including a minimum of continuing salary schedule improvements for all unit members equal to the state funded COLA, any remaining funds will be used to implement a one percent (1%) longevity increment for unit members who achieve or have achieved twenty-five (25) years of service or more. If the remaining funds are not sufficient to fully fund the increment, the funds will be set aside and combined with any residual funds as defined above in the year(s) following until such time as 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. The set aside funds will be distributed as one-time only until implementation occurs.

11.5 Emergency Call Back Pay

An employee called back after the close of his/her regular shift will receive at least five (5) hours pay at the overtime rate of time and one-half (1½) if such call back does not immediately precede or follow his/her regular shift. The five (5) hours of pay shall commence upon departure to the call back site. All call backs are compensated based upon a direct portal-to-portal route.

11.6 Working Out of Classification

11.6.1 An employee who is required to work out of classification (i.e. perform duties and assume responsibilities in a position class above or different from those outlined in the job specifications for the employee's regularly assigned position) for more than five (5) days within a 15-calendar-day period shall be paid an increased salary for the entire period of the temporary assignment.

11.6.2 Employees so assigned will be paid at Step 1 of the appropriate range for the position that the employee is filling on a temporary basis or at an increase of one step above the monthly salary earned in his/her regularly assigned position, whichever is greater.

11.6.3 The District shall not be capricious in making assignments out of classification.

11.6.4 The employee working out of classification will be returned to regular classification with attending changes in rate of pay upon completion of the temporary assignment or in case it is necessary to replace the temporarily assigned employee because of illness or annual vacation.

11.6.5 Bus drivers/maintenance helpers who are assigned by Facilities Management directors to assist journey-level workers in the trades for more than five (5) days in a fifteen (15) calendar-day period as semi-skilled helpers will be paid at Range 25 of the Blue Collar Salary Schedule for work performed in this capacity.

11.6.6 Bus drivers/maintenance helpers will revert to the appropriate range for the bus driver classification whenever they return to their regular duties or go on leave or vacation.

11.6.7 Out of Class Assignments

When supervisors assign employees to work out of class for an extended period [more than five (5) days in a fifteen (15) day period or longer], every effort shall be made to ensure that any contiguous assignment be given to a single employee and not be divided between different employees. It is recognized that there may be times when a supervisor will deem such division an exception and necessary. When an exception is necessary, the Union will be notified and provided justification prior to the actual assignment.

11.6.8 Field Training Officer (FTO)

While an officer is assigned to FTO duties by the Chief of Police, they will be compensated one additional pay range.

11.7 Special Salary Provisions (Shift Differential)

Unit members regularly working ten (10) or more hours of their regular weekly shift after 4:30 p.m. shall receive a one (1) range shift differential. Typically, this shift is called "swing shift."

Unit members regularly working ten (10) or more hours of their regular weekly shift after 12:30 a.m. shall receive one (1) additional range shift differential above the "swing shift."

Typically, this shift is called "graveyard shift." The effective date of the two-range shift differential is for eligible services rendered on or after July 1, 2005.

11.8 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.

11.9 Repayment of Monies Owed the District

If monies are paid to an employee in excess of the appropriate amount due him/her, the employee is liable and responsible for repaying the District for the overpayment.

11.9.1 The employee shall notify the District Payroll Office of the overpayment as soon as it is discovered. When the District discovers the error, the Payroll Office shall notify the employee in writing of the nature of the overpayment and the amount owed.

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

11.9.2.1 the overpayment is \$200 or less; or

11.9.2.2 when the overpayment is the result of overuse of leave privileges; or

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

11.9.2.4 when the error is discovered within seven (7) working days of the overpayment and notification to the employee occurs within the same seven-day period.

11.9.2.5 Any verbal notice within the seven (7) day period must be followed by subsequent written notice prior to the collection of the overpayment.

11.9.2.6 The written notice to the employee shall indicate that the employee may request an alternate payment plan in writing. The decision to allow an alternate payment plan shall be based upon any factors deemed relevant by the Director of Accounting Services.

11.9.3 Any amounts due 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 monies are repaid.

11.9.4 If the 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 and/or the payment for any outstanding vacation day accruals.

- 11.9.5 Regular employees working less than twelve (12) months a year will continue any repayment plan during their non-scheduled months by remitting the appropriate payment to the District Payroll Office by the first of each month.
- 11.9.6 Disputes regarding overpayments shall be subject to grievance procedures at Level III only.
- 11.9.7 In all cases, neither the District nor employee is precluded from pursuing legal methods of resolution of a dispute regarding the debt.
- 11.9.8 Nothing in this section shall preclude an employee from volunteering to repay the debt in larger increments.
- 11.9.9 The Union and District shall review provisions of this section during this contract term to determine if the overpayment thresholds as per Section 11.9.2 should be modified.

Article 12: Fringe Benefits & Insurance Programs

12.1 Health/Medical Insurance

- 12.1.1 The District shall provide coverage for health/medical insurance for members of the unit through plans recommended by the unit representative on the District Insurance Review Committee and adopted by the District. The SEIU unit may appoint a unit member as their representative to this committee.
- 12.1.2 The District shall make a monthly contribution for the employee and dependent(s) medical insurance coverage up to the lowest premium rate established by any of the District's carriers for the plans that are available to SEIU members. Should the premium rate structure for District health and/or dental plans be changed to a tiered structure, the District shall meet and confer with Union representatives regarding the effects of such a change.
- 12.1.3 The established District contribution levels for full-time unit members as described in Appendices A and B for health/medical coverage shall be applied towards the premium cost of the selected plan.
- 12.1.4 Unit members working less than full time will receive a proportionate share of the District contribution as the number of hours worked by the employee in one month bears to the number of hours worked by a full-time employee, provided the employee agrees in writing to have the remaining amount deducted from his/her monthly warrant.
- 12.1.5 The District contribution for medical premiums will be made to the District's carriers. The carriers currently providing medical coverage to SEIU members in 2005-06 are:
 - Health Net Plan
 - Kaiser Health Plan
 - PacifiCare Health Plan
- 12.1.6 The District will pay the above-stated premium for medical insurance coverage for the employee as long as he/she remains in the paid status. Premiums for nine-, ten-, and eleven-month employees will be paid by the District during regular non-pay months as prescribed in Section 12.1.3. Any out-of-pocket costs for the selected medical insurance shall be deducted over the pay period of the employee.
- 12.1.7 Unit members who terminate employment by other than retirement may continue in the District's health/medical programs in accordance with policy provisions at the member's own expense.

12.2 Dental Insurance

- 12.2.1 The District shall provide coverage for dental insurance for members of the unit through plans recommended by the unit representatives on the District Insurance Review Committee and adopted by the District.

- 12.2.2 The established District contribution for full-time unit members as described in Appendices A and B for dental coverage shall be applied towards the premium cost of the District's Delta Dental program.
 - 12.2.3 Unit members working less than full time shall receive a proportionate share of the amount of District contribution as the number of hours worked by the employee in one month bears to the number of hours worked by a full-time employee, provided the employee agrees in writing to have the remaining amount deducted from his/her monthly warrant. Any out-of-pocket costs for dental coverage shall be deducted over the pay period of the less-than-full-time regular employees.
 - 12.2.4 The District will pay the above-stated premium for dental insurance coverage for the employee as long as he/she remains in paid status. Premiums for nine-, ten-, and eleven-month employees will be paid by the District during regular non-pay months as prescribed in Sections 12.2.1, 12.2.2, and 12.2.3. Any out-of-pocket costs for dental coverage for less-than-twelve-month employees shall be deducted over the pay period of the employee.
- 12.3 **Medical/Dental Coverage -Work Assignment Increases**
The District will allow a regular employee who has never been enrolled in the District's health plans to enroll in the existing medical and/or dental insurance programs when the employee has been assigned a permanent increase in hours of employment resulting in eligibility for an increased District contribution for medical or dental insurance.
- 12.3.1 The District will notify the employee in writing of the provisions of this section. The employee must then request enrollment in writing and within sixty (60) days of the effective date of the increased assignment.
 - 12.3.2 Coverage for this benefit is effective the first day of the second month following written submission of enrollment application(s) to the District's Employee Benefits Department.
- 12.4 **Section 125 Plan: Premium Only Plan, Dependent Care Assistance Program and Flexible Spending Accounts**
- 12.4.1 Section 125 Plan - Medical & Dental Premiums (Premium Only Plan)
The pre-tax effect for out-of-pocket costs paid by SEIU members for medical and dental premiums has been implemented by the District.
 - 12.4.2 Section 125 Plan - Dependent Care Assistance Program
A Dependent Care Assistance Program as permitted by Internal Revenue Code Section 125 is available to SEIU members. 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 may then file claims for reimbursement with the District when eligible costs have been incurred. This plan allows employees to pay for dependent care costs with pre-tax dollars.
 - 12.4.3 Section 125 Plan Flexible Spending Accounts
The District offers 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.

12.5 Participation Requirements for Section 125 Plan

- 12.5.1 All regular employees of the SEIU unit are eligible to participate in any of the three (3) components of the District's 125 Plan.
- 12.5.2 The District may charge participants a cost-covering fee to cover the costs of administering the program should a third party administrator be engaged. SEIU shall participate in the selection of a third party administrator through the District Insurance Review Committee.
- 12.5.3 A detailed description of plan benefits, eligible costs, and requirements can be found in the Participants Handbook for the Dependent Care Assistance Plan. Employees should consult this handbook before electing to participate in the Dependent Care Assistance Plan.
- 12.5.4 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 or withdraw from the plan.
- 12.5.5 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 and state changes and as determined by the District Insurance Review Committee.

12.6 Disability Income Protection

The District will maintain its current contribution and coverage level for long-term disability insurance through the life of this contract. Such coverage is generally defined as two-thirds of the unit member's monthly salary to a maximum of \$5,000/month, whichever is less.

- 12.6.1 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 employee's accrued sick leave benefits, as defined by Education Code 88191. This benefit is provided to eligible employees for a maximum of twelve (12) months only during his/her employment with the District.
- 12.6.2 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.
- 12.6.3 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.
- 12.6.4 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.

- 12.6.5 Employees who elect to retire during this one-year period and who qualify for the retiree medical District contribution shall immediately be subject to the rules governing retiree District contributions.
- 12.6.6 Should the employee resignation or termination occur within the twelve (12) month period, the employee may elect COBRA benefits or District medical extension only.
 - 12.6.6.1 If the employee elects COBRA benefits, the District will pay the amount determined in Section 12.5.1 toward the COBRA medical premium until the District has paid the full twelve (12) month benefit provided in Section 12.5.1. During this period, the employee must pay the normal employee contribution to maintain this benefit. The employee shall make any COBRA premium payments thereafter.
 - 12.6.6.2 If the employee elects District medical extension only, the District will pay the amount determined in Section 12.5.1 toward the medical premium until the District has paid the full twelve (12) month benefit provided in Section 12.5.1. 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.
- 12.7 **Reimbursement to the District for Summer Insurance Premiums**

Nine-, ten-, and eleven-month employees who terminate their employment with the District at the end of the summer recess shall reimburse the District for the full cost of insurance premiums which may be due for the non-work period.
- 12.8 **Unemployment Insurance**

The District participates in the statewide program of unemployment insurance for classified employees. Eligibility of employees to receive benefits during periods of layoff or upon termination of employment is determined by the State Employment Development Department. Regular employees on a nine-, ten-, or eleven-month work year are not eligible for unemployment insurance during the months of non-employment.
- 12.9 **Parking Fees**

Access to parking lots on District properties is provided to SEIU unit members as a fringe benefit. Costs for this parking shall not be chargeable to monies assigned to SEIU per the compensation formula as defined in Appendix A & B.
- 12.10 **Health Care Benefit for Retirees**
 - 12.10.1 The District shall make monthly contributions for regular members of the bargaining unit age 55 and over who have seven (7) immediate prior years of service with the District at the time of retirement and who retire during the term of this contract. Contributions will be prorated as a percentage of the seven (7) year cumulative base assignment in proportion to the hours the base assignment is to full time over the seven (7) year period for those unit members employed before June 30, 1990.
 - 12.10.2 For full-time regular members of the bargaining unit who were hired after June 30, 1990, the District shall make monthly contributions for full-time regular members of

the bargaining unit who are age 55 and over and have fifteen (15) immediate prior years of service with the District at the time of retirement.

- 12.10.3 The current District contribution of up to \$141 per month for eligible unit members shall be made toward the premium cost of medical insurance for the retiree only.
- 12.10.4 The amount of the District contribution toward retiree health care benefits may exceed the above amount if such increase is determined by policies publicly adopted by the Board of Trustees (Policy 6622). 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.
- 12.10.5 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.
- 12.10.6 In order to receive the District contribution upon retirement from the District, the employee must be vested in either the California Public Employees Retirement System (PERS) or the California State Teachers' Retirement System (STRS) and be collecting retirement benefits from either PERS or STRS. In accordance with state guidelines, the monthly retirement benefit received by the unit member who retired must exceed the cost of the monthly premiums if the retiree participates in the Kaiser plan.
- 12.10.7 The monthly District contribution for health care benefits for the retiree shall be processed electronically utilizing the retiree's selected financial institution.
- 12.10.8 The District monthly contribution as defined in Section 12.10 shall also apply to eligible members of the bargaining unit who retire between the ages of 50 and 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.
- 12.10.9 Post Retirement Health Benefits
Commencing in the spring semester of 2006, interested constituents, including the District Insurance Review Committee, will form a group to examine issues related to health care for eligible retirees. Such issues shall include, but are not limited to, funding requirements, funding source, vesting requirements, pre-funding period, adequacy of current contribution amounts, coverage for dental insurance and coverage for spouses or domestic partners covered by the District's health insurance at the time of retirement. The committee will also explore expansion of options under IRC Section 125. The work of the group will be completed and a report will be issued prior to January 2007. Implementation of any potential plan will not need the District Insurance Review Committee's or any other union's approval.
- 12.10.10 COBRA Definition
COBRA is a federally mandated program providing certain former employees, spouses, former spouses and dependent children the right to temporary continuation of health coverage at group rates plus a small administrative fee. COBRA benefits at Los Rios also extend to domestic partners and children of domestic partners. This coverage, however, is only available when coverage is lost due to certain specific events. COBRA can extend health benefits for up to 18, 29, or 36 months, depending on the specific circumstances.

12.11 Life Insurance

- 12.11.1 The District shall provide \$50,000 of term life insurance and accidental death and dismemberment coverage for regular employees of the unit through plans recommended by the District Insurance Review Committee and adopted by the District.
- 12.11.2 This coverage is provided to regular unit members with a permanent assignment of fifty percent (50%) or more and is effective upon meeting the eligibility requirements at no out-of-pocket cost to participants.
- 12.11.3 The initial funding for this coverage is established as follows: in the 2005-06 fiscal year, the District will contribute one-half the cost per participant and the unit will contribute one-half from its proportionate share of continuing resources for 2005-06 as further described in Appendix A. The initial premium is guaranteed for three (3) years.

Article 13: Safety

13.1 Safety

Safety is a mutual concern to both employees and employer. The District recognizes its responsibility to comply with Cal-OSHA regulations in providing employees with safe working conditions. District employees and the Union recognize their duty to follow safe working procedures, to utilize appropriate safety gear, and to submit written reports of unsafe conditions. Employees should report conditions deemed to be unsafe or hazardous or which represent a danger to health and safety.

13.2 Resolving Disputes

Any on-the-job disputes over safety conditions that cannot be resolved between the employee and the immediate supervisor will be addressed to the location safety officer. Employees will report safety concerns to the officers designated at the location where the employee is permanently assigned.

13.2.1 At this time location safety officers designated by the Chancellor (or designee) are as follows:

College Campus - Vice President of Administration
Facilities Management/District Office – Associate Vice Chancellor, Facilities Management

13.2.2 If the location safety officer (or designee) determines, after visual inspection, that the conditions are safe, the employee is expected to proceed with the required tasks. Failure to comply may result in disciplinary action. An employee may report the incident to the location safety committee if he/she finds the decision unsatisfactory. The committee will review the matter at a regularly scheduled meeting.

13.3 Location Safety Committees

13.3.1 To ensure employer's/employees' recognition of the importance of a safe working environment and safe working conditions, location safety committees shall be constituted on each campus of the District and Facilities Management/District Office.

13.3.2 A representative from each employee unit including Blue Collar, White Collar, Supervisors, Management/Confidential and Certificated will be invited to serve on a safety committee. The Union may appoint one member of the Blue Collar unit to each of the four (4) location safety committees. The location safety officer will assume responsibility for coordinating these meetings. Other individuals with concerns and/or expertise in the area of health and safety may be invited to serve on these committees as well.

13.3.3 The location safety committees shall meet a minimum of four (4) times per year to review and make recommendations on the following items:

- a) 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.

- b) Reports filed by employees or others of alleged safety deficiencies or problems or health hazards.
- c) Safety equipment, safety classes and other related safety matters, including safety procedures, safety handbooks, and the responsibility of employees concerning safety practices.

13.3.4 Safety Complaint Form

The District will provide a safety complaint form; those forms will be available on the respective work sites so that when alleged safety hazards exist a formal complaint may be filed.

- 13.3.5 Location safety committee members shall first attempt to resolve safety problems on each campus or work site. Any unresolved safety problem not settled at the campus/facilities management level may be appealed to the District Appeals Committee.

13.4 **District Safety Committee**

A safety coordinator will be appointed from each safety committee to act as safety representative to a district-wide committee. Each safety coordinator from each of the six (6) locations will meet quarterly with the Chancellor's designee to review accident experience in the District and coordinate district-wide safety campaigns and procedures designed to combat unsafe practices and increase safety consciousness.

13.5 **District Appeals Committee**

13.5.1 A District Appeals Committee is hereby established composed of one (1) District safety representative appointed by the Chancellor (or designee) and one (1) member appointed by each employee organization. Any disputes involving safety which have not been settled at the campus level will be presented at a scheduled hearing arranged by the District Appeals Committee.

13.5.2 Every effort will be made to provide a satisfactory solution to safety concerns. Recommendations of the District Appeals Committee will be presented to the Chancellor (or designee) whose decisions shall be final. This appeal procedure is provided in lieu of the regular grievance procedure of Article 14 and its use for safety problems is exclusive.

13.6 **Safety Equipment**

If approved by the Chancellor (or designee), the District agrees to provide or make available needed safety equipment and training related to the use of safety equipment as recommended by the location safety committees. Employees must use the safety equipment when appropriate or when required to do so by a supervisor. The District will purchase one safety vest for each individual campus police officer that requests it as well as provide when needed safety gloves, shield and apron for starting vehicles. No employee will be expected to perform work without the required safety equipment.

13.7 **Safety Classes**

The District agrees to compensate, at the regular rate of pay, any employee who is required by the District to attend safety classes and first aid classes outside of his/her normal workday.

13.8 **Training Information**

The District and Service Employees International Union, Local 790, recognize the importance of training and information. Every effort will be made to disseminate information to employees

describing the latest techniques in achieving a safe working environment. Films and visual aids may also be used from time to time.

Article 14: Grievance Procedure

14.1 Definition

For the purpose of this Agreement, a grievance is a written allegation by a regular classified employee, group of employees (if they allege the same violations), or the Union alleging that the grievant has been adversely affected by a violation, misapplication, or misinterpretation of the terms of this Agreement.

14.2 Processing of Grievance

Grievances will be processed in the following manner and within the stated time limits. The formal written grievance must be filed within twenty (20) working days of the event giving rise to the grievance or within twenty (20) working days of the time when the grievant, with due diligence, should have known of the event.

14.2.1 Informal Grievance Procedure

Step I: Prior to filing a formal written grievance, the employee shall attempt to settle the dispute by an informal conference with the immediate supervisor. If the grievance is not resolved at the informal conference, the employee may proceed to the formal grievance procedure.

Step II: If the grievance is not resolved at Step I of the informal grievance procedure, a written request may be made to involve the next level of management along with union representation in resolving the dispute. Should Step II of the informal grievance procedure be invoked, the parties agree to an automatic ten (10) working day extension to the twenty (20) working day limit in filing a written formal grievance. If the grievance is not resolved at Step II of the informal conference, the employee may proceed to the formal grievance procedure.

14.2.2 Formal Grievance Procedure

14.2.2.1 Level I - Immediate Supervisor

The grievance shall be reduced to writing on a District grievance form signed by the employee and filed with the immediate supervisor. The grievance shall include the following information: A statement of the grievance and the facts upon which it is based; the remedial action requested; the article and section of this Agreement alleged to have been violated. The resolution of the grievance will be prepared in writing by the immediate supervisor and submitted to the employee within five (5) working days of the formal conference held with the employee.

14.2.2.2 Level II - President (or designee) [College] Appropriate Vice Chancellor (or designee) [District Office/Facilities Management]

The employee may appeal the decision at Level I within ten (10) working days after receipt of the written decision of the immediate supervisor by submitting all pertinent written materials to the President/Vice Chancellor (or designee). The President/Vice Chancellor (or designee) will meet with the employee within ten (10) working days of receipt of the grievance and shall render a decision within ten (10) working days of the meeting.

14.2.2.3 Level III - Chancellor (or Designee)

The employee may appeal the decision at Level II within ten (10) working days after receipt of the written decision of the President/Vice Chancellor (or designee) by submitting all pertinent written materials to the Director of Human Resources (or designee) for forwarding to the Chancellor (or designee) for review. The Chancellor (or designee) will meet with the employee and will present a written resolution to the employee within fifteen (15) working days of the meeting.

14.2.2.4 Level IV - Board of Review

By mutual consent, the Union and District may agree to utilize mediation prior to appealing to Level IV. Mediators shall be limited to those individuals obtained from a list from the State Mediation and Conciliation Service at no charge to either party.

The Union, on behalf of the employee, may appeal the decision at Level III within five (5) working days after receipt of the written decision of the Chancellor (or designee) to a Board of Review.

- a) The appeal shall be filed in the office of the Chancellor and shall include all pertinent written materials.
- b) 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.
- c) Within five (5) working days of receipt of the appeal, each party shall select a member of the Board of Review and shall notify the Director of Human Resources.
- d) The Director of Human Resources shall immediately notify those selected to serve on the Board of Review and arrange the time, date, and place for the first meeting and appropriate secretarial services and shall serve as temporary chairperson until the board selects a chairperson.
- e) The first order of business for the Board of Review shall be to select a chairperson by mutual agreement. If agreement cannot be reached, the chairperson shall be selected by the alternate striking of names from a five-person list prepared by the California State Mediation and Conciliation Service.
- f) The Board of Review shall conduct a hearing with the parties to the grievance within thirty (30) working days. 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. 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. The Board of Review shall issue its decision not later than twenty (20) working 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 all parties in interest and the Board of Trustees.

- g) The Board of Review shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions 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.
- h) The decision of the Board of Review shall supersede all previous decisions and shall become binding on all parties unless appealed by the aggrieved or the Chancellor.
- i) The cost of the services of the chairperson of the Board of Review including per diem expenses, if any, travel and subsistence expenses, the cost of recording the hearings, the cost of any hearing room, and any costs ordered by the chairperson will be shared by the parties. All other costs will be borne by the party incurring them.

14.2.2.5 Final Level - Board of Trustees

Upon proper notification and application to the Board of Trustees within five (5) working days after receiving the Board of Review's decision, the grievance may be appealed to the Board of Trustees. The Board of Trustees shall review the decision and may hold a meeting. The decision of the Board of Trustees shall supersede all previous decisions and shall become binding on all parties. The Board of Trustees shall render a final decision within sixty (60) working days after receipt of the appeal and transmit it promptly to all parties in interest.

14.2.2.6 Advisory Arbitration

SEIU may appeal the decision of the Chancellor (or designee) regarding employee termination within twenty-five (25) days after receipt of the written decision of the Chancellor (or designee) to an arbitrator. The appeal shall be filed in the office of the Chancellor and shall include all pertinent written material.

The arbitrator shall be chosen from a rotational list of neutral third parties provided by the California State Mediation and Conciliation Service. The cost of the arbitrator shall be born equally between the parties.

The representatives of the parties will meet in advance of the hearing to attempt to agree on the issues to be presented to the arbitrator and the remedy sought.

The arbitrator shall conduct a hearing with the parties to the grievance within thirty (30) days or as soon as the arbitrator is able to schedule the hearing. The parties to the grievance will be allowed to attend all hearings at which information is given to the arbitrator. Sessions of the arbitration shall be private, with attendance limited to the members of the arbitration, the parties to the grievance, their representatives, and

witnesses called by the arbitrator. While the proceeding is pending before the arbitrator, no disclosure of the proceeding shall be made public without concurrence of the arbitrator and the parties to the grievance. The arbitrator shall issue his/her decision no later than twenty (20) days from the date of the close of the hearings. The arbitrator's decision shall be in writing, shall include findings of fact, reasoning and conclusions on issues submitted, and shall be transmitted promptly to all parties in interest and the Board of Trustees.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Agreement. He/She shall consider and decide only the specific issue(s) submitted to him/her in writing by the parties and shall have no authority to make recommendations on any other issue not so submitted. The arbitrator 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. The arbitrator shall rule only on the termination of the employee and shall be advisory to the Board of Trustees.

14.3 Condition of the Grievance Process

- 14.3.1 Employee Representation - The employee may be represented by the Union at any level of the grievance procedure.
- 14.3.2 Definition of a Day - A day is any day, Monday through Friday, except legal and Board-declared holidays.
- 14.3.3 Time Limits - Time limits specified in the grievance procedure may be waived by mutual written consent of the employee and the District. 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.
- 14.3.4 Termination - A grievance may be terminated at any time upon receipt of a signed statement from the employee or his/her unit representative that the grievance has been resolved.
- 14.3.5 Release Time - The grievant (and Union steward(s)/representative where applicable) 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.
- 14.3.6 Grievant Rights - Should the grievance proceed to a hearing before the Board of Trustees, the grievant has the right:
1. To be present at the hearing.
 2. To hear testimony presented to the Board.
 3. To give testimony in his/her own behalf.
 4. To call others to give testimony in his/her behalf
 5. To question (personally or through representation) any person giving testimony.
 6. To be accompanied by Union representative, a steward, and/or counsel.

- 14.3.7 Records - All grievance records shall be filed with Human Resources separately from the personnel files of the participants. Upon written authorization of a unit member, his/her designated representatives may review the unit member's personnel file.
- 14.3.8 Non-Reprisal - Neither the Board of Trustees nor any member of the administration nor the Union shall take reprisal affecting the employment status of any employee of the District by reason of the employee's participation in a grievance procedure.
- 14.3.9 The District and the Union agree that twelve (12) months from the ratification of this Agreement to meet and confer to review the grievance procedures, which shall include the subject of binding arbitration, mediation and other provisions of this article.

Article 15: Uniforms

15.1 Work Clothes

If the District requires a unit member to wear a distinctive uniform, the cost of purchase, lease or rental of the uniform will be borne by the District. A reasonable allowance for replacement costs will also be provided annually by the District.

15.2 Police Uniforms

15.2.1 The cost of the purchase of uniforms, equipment, identification badges, emblems, and cards required by the District shall be borne by the District.

15.2.2 The District agrees to provide the following initial uniform items for all new employees prior to their starting date.

Uniform items:

1. Three navy blue uniform pants
2. Three navy blue long sleeve uniform shirts
3. Three navy blue short sleeve uniform shirts
4. One navy blue uniform Jacket (Tuffy/Metro Jacket)
5. Two navy blue uniform ties
6. One silver tie bar
7. Two silver name tags (one for uniform shirt, one for uniform jacket)
8. One pair of leather uniform shoes
9. One navy blue hat/cap
10. Dress uniform hat

Equipment items:

The following items will be purchased and maintained by the District and will remain the property of same. Upon termination of employment, the below items will be returned to the District.

1. One standard issue SigSauer 40 caliber firearm and holster
2. One sam brown black leather duty belt
3. One key holder
4. Four belt keepers
5. One leather handcuff case
6. One pair of handcuffs
7. One chevron pin to be worn on the collar of each sergeant's shirt (for sergeant's only)
8. One CPR kit with nylon case
9. One Streamlight SL20X or Stinger rechargeable flashlight with AC charger and ring holder
10. One mace/pepper spray and holder
11. One collapsible baton and holder
12. Safety vest
13. Raingear

15.2.3 After successful completion of the probationary period, the officer shall be provided the additional uniform items:

1. Three navy blue uniform pants
2. Two navy blue long sleeve uniform shirts

3. Two navy blue short sleeve uniform shirts
4. One pair of leather uniform shoes

The uniform will be provided through use of a District purchase order issued to a vendor(s) selected by the District.

15.2.4 A navy blue uniform jacket (Tuffy/Metro Jacket) shall be provided to each officer every two (2) years. Such uniform jacket shall be available for purchase by the officer at the time the annual uniform allowance is provided to the officer. The normal District purchasing procedures shall be followed.

15.2.5 Police Uniform Allowance

The District agrees to provide a regular uniform allowance of \$575 for each fiscal year after the first year. This allowance will be in the form of a District purchase order issued to a vendor(s) selected by the District. If a sufficient number (two or more) officers desire to purchase uniforms from a District approved vendor, this will be facilitated if and when it would comply with District policies and procedures. After an officer is appropriately uniformed, the officer may purchase additional equipment/uniform items with supervisor approval.

15.2.6 Special Uniforms (Dress Uniform)

For all special events, the dress uniform for each Police Officer will be designated by the District. Should the uniform differ from that designated in Section 15.2.2, then the cost will be borne by the District.

15.2.7 Bike Patrol Uniforms

For those Police Officers that have successfully completed POST certified training on bicycle safety/patrol and have been assigned to a bike unit, the following initial items will be furnished by the District prior to their starting date in the unit.

1. Two dark blue uniform bike shorts
2. Two Class "A" navy blue (wicker mesh fabric) short sleeve shirts
3. Two spandex bike shorts with padding
4. One pair of fingerless bike gloves
5. Certified bike helmet with visor (equipment item)

15.2.8 Safety Vest

The District will provide one custom fitted safety vest for each individual police officer. Police officers shall wear the District provided safety vest at all times during the work day. The officer shall not be required to wear the safety vest when medical verification, in writing, is provided by a physician to the District.

15.2.9 Replacement of Equipment

The District shall replace the safety equipment which is required by the District, including but not limited to, items found in section 15.2.2 (equipment items only) of this contract which have become unserviceable through normal wear and tear or other circumstances under which the equipment has become unserviceable without fault on the part of the employee.

All safety equipment provided by the District shall remain property of the District.

15.3 **Bus Driver Uniforms**

The cost to purchase uniforms, identification badges, and cards required by the District when driving a District bus shall be borne by the District. The District agrees to provide the following initial uniform items for all new unit members prior to their initial transportation assignment.

15.3.1 Uniform items shall consist of:

1. Three navy blue and three grey uniform pants and/or skirts, as appropriate
2. Six light blue long and/or short sleeve uniform shirts
3. One navy blue uniform jacket
4. One navy blue blazer
5. Two dress ties (male & female styles, as appropriate)
6. One silver tie bar
7. Two name tags

The employee shall acquire the uniform items at a store selected by the District where a purchase order has been issued.

15.3.2 Replacement of Uniform Items

The District shall replace uniform items required by the District, including but not limited to, items found in Section 15.3.1 of this contract.

15.3.2.1 The navy blue uniform jacket and blazer shall be replaced by the District every two (2) years from the date of last purchase. The jackets shall be available for purchase by the bus driver at the time the annual uniform allowance is provided (July or August). The normal District purchasing procedures shall be followed.

15.3.3 The bus driver shall limit the wearing of the uniform items to when he/she is driving a District bus.

15.3.4 When bus drivers are assisting with mechanic duties, they will be provided the appropriate mechanic uniforms pursuant to Section 15.1 of this contract.

15.4 **Damaged/Lost Property**

The District will reimburse employees represented by the Union for personal property damaged or lost in the line of duty, in accordance with District Policy/Regulation 8345.

15.5 **Uniform Committee**

The District and Union will jointly participate in the development of standardized uniforms for all unit members, including those not currently uniformed (i.e., custodial and maintenance technicians). Recommendations are to be completed no later than April 2006.

The committee composition will include one (1) each of a custodial, campus maintenance technician, facilities maintenance employee and three (3) District officials. The committee will be chaired by the Director of Human Resources.

Article 16: Miscellaneous Provisions

Subjects covered herein are recognized by both parties as not having been determined to be within the scope of the Rodda Act but are referenced herein for the convenience of the employee.

16.1 Contracting Out Work

- 16.1.1 The District, during the life of this Agreement, agrees to comply with Education Code Section 88003.1 and subsequent amendments with respect to established standards for the use of personal services contracts. The enhanced standards, effective January 1, 2003, restrict contracting to only those services meeting the conditions set forth in law.
- 16.1.2 In those instances where the contracting out of work involves work that is currently being performed by employees covered by this Agreement, and further where such contracting out is not governed by statute, the District shall proceed as follows:
 - 16.1.2.1 If the contracting out will not directly result in the laying off of employees covered by this Agreement, the District will afford the Union a prompt opportunity to discuss the specific issue.
 - 16.1.2.2 If the contracting out will directly result in the laying off of employees covered by this Agreement, the District will give the Union reasonable advance notice of the District's intention to contract out such work and afford the Union an opportunity to negotiate the resulting impact such lay off shall have upon the bargaining unit. (Lay-off procedures shall be in compliance with law and Article 17 of this Agreement.)
- 16.1.3 Nothing in this section shall be construed as a forfeiture of any management right.

16.2 Professional Growth

- 16.2.1 The District will reimburse enrollment fees and cost of books, not to exceed \$500 per fiscal year, for any member of the Blue Collar unit who enrolls in and completes any credit courses(s), up to twelve (12) units per semester, offered at any of the District colleges or outreach centers each semester. Classes must be taken outside 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 form. Any amount received from selling back the book shall be deducted from the original cost. No lifetime cap will apply for reimbursement of enrollment fees or cost of books when classes are taken at a District college or outreach center.
- 16.2.2 The District will reimburse tuition fees up to \$500 per Los Rios fiscal year, not to exceed a lifetime maximum of \$1,000, for any member of the Blue Collar unit who enrolls in and completes prior-approved classes with a grade of "C" or higher at any accredited college provided 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 or, in the opinion of the managers listed in a) of this section, would be of benefit to the District or would contribute toward potential promotional opportunities in the District for the unit member.
- 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.
- 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.

16.3 Mileage Reimbursement

The District shall reimburse employees covered by this Agreement who use their vehicles for authorized District business at a Board-approved rate. Mileage reimbursement shall also be paid to an employee covered under this Agreement using his/her vehicle for required work location changes during his/her regular work schedule.

16.4 Job Study

SEIU and the District agree to conduct a job classification study during the term of this Agreement in accordance with the following:

16.4.1 Joint Job Study Committee

SEIU and the District shall each select three (3) representatives to serve on the Joint Job Study Committee. The committee shall meet at mutually agreed upon times. Committee members will be provided release time without loss of compensation and benefits, including a reasonable amount of travel time and from the member's work location, to attend official meetings of this committee. Committee members will develop a job analysis document for unit members to complete and return for review.

16.4.2 The Scope of the Job Study

The scope of the job study shall include an internal review of every job classification, job description and compensation level within the SEIU bargaining unit. Compensation levels will be reviewed in relation to other positions within the unit. The committee will be charged with reviewing the classification structure of the unit and develop recommendations for any revisions to the current classification, job description or compensation. The Joint Job Study Committee will jointly develop a job analysis form which will be distributed to every unit member to complete. Unit members will be encouraged to participate in the study but failure to participate shall not be a cause for discipline.

16.4.3 Timeline for Employee Comments

Within thirty (30) calendar days of the distribution of the job study documents to the unit members, the member may file a written response with the committee.

16.4.4 Committee Review of Employee Comments

Within thirty (30) calendar days of receipt of the written comments from unit members, the committee shall meet to discuss the comments submitted by unit members.

16.4.5 *Deliberations of the Committee*

The committee will deliberate the information received from members as well as current demographics of the unit. If a consensus is reached by the committee, recommendations will be developed regarding job classifications, job descriptions and/or compensation levels. In the event of a dispute, both parties shall work together in good faith to resolve any disputes regarding job classification, job descriptions, and/or compensation levels. Until resolution, the unit will maintain status quo.

16.4.6 *Implementation*

If the Joint Job Study Committee recommends any revisions in job classification, job descriptions and/or compensation levels, they will be implemented and become effective in the fiscal year following the fiscal year that the job study is conducted.

16.5 **Committee Participation**

An SEIU representative(s) shall be a member of the following district-wide committees:

16.5.1 *Location and District Safety Committee*

An SEIU representative shall be appointed to serve on each location safety committee in accordance with Article 13, Section 13.3, Location Safety Committee, and may serve on the District Safety Committee as described in Section 13.4, District Safety Committee.

16.5.2 *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 SEIU, Local 790, appointed by the SEIU Chapter President shall serve as a member of the District-wide Budget Advisory Committee.

16.5.3 *Reclassification Review Board*

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

16.5.3.2 The SEIU, Local 790, staff member may attend and participate fully in the deliberations of the Reclassification Review Board. However, the SEIU, Local 790, staff member shall not be a voting member of the Reclassification Review Board.

16.6 **Journey Level Employee Status**

It is in the interest of both the District and SEIU, Local 790, that the current trade positions within the Blue Collar unit maintain the highest level of professionalism. The District agrees to maintain these positions at the journey level.

16.7 The Los Rios Community College Police Officers, in order to be recognized by California State statute, are required to maintain their POST certification. These certificates become property rights of these officers.

The District agrees to maintain its Police Department as a POST certified department and continue to assist the officers in continuous training to meet all POST requirements.

Article 17: Layoff and Effects of Layoff

17.1 Definitions

- 17.1.1 Employees shall be subject to layoff for lack of work and/or lack of funds as determined by the governing board. The definition of lack of work and lack of funds and the determination of which positions are affected are reserved by the District.
- 17.1.2 A layoff, for purposes of this article, shall be considered an involuntary separation or reduction in hours or the work year of an employee because of lack of work and/or lack of funds. Any voluntary reduction in regularly assigned time or assignment to a class lower than that in which the employee has permanence in lieu of layoff shall be considered a layoff for purposes of this article.
- 17.1.3 A seniority roster of regular classified staff will be maintained by the District Office and updated at the end of the fiscal year.
- 17.1.4 Employees will be given an opportunity to verify placement on the seniority roster.
- 17.1.5 When the positions to be eliminated have been determined, the Chancellor (or designee) shall update the seniority list for each position classification of all the regular employees assigned to that classification in the District, regardless of location.
- 17.1.6 Class is defined as each existing job title with applicable job description within the Los Rios District classification system at the time of seniority roster updating.
- 17.1.7 Higher class is determined by placement on the unit salary schedule. Determination of what constitutes a higher class from one unit to another will be the exclusive right of the Chancellor (or designee).

17.2 Order of Lay-Off

- 17.2.1 Within each class to be vacated, employees shall be laid off in the following order:
 - 17.2.1.1 Probationary employees whose last overall performance rating was less than standard;
 - 17.2.1.2 Other probationary employees;
 - 17.2.1.3 Permanent employees.
- 17.2.2 The order of reduction of permanent employees shall be based on length of service or seniority in the position class plus higher classes. The employee, who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff. (Education Code 88127)
- 17.2.3 If two (2) or more employees subject to layoff have equal seniority in class plus higher classes, the determination of which is to be laid off first shall be made on the basis of the greater hire date (District seniority). If that is equal, the District will make the determination in consideration of District needs, including affirmative action.

17.3 Replacement Privilege

17.3.1 Permanent employees shall be given the opportunity of replacing, in a lower or lateral classification, an employee with less seniority under the following conditions.

17.3.1.1 The employee with greater seniority meets the minimum qualifications specified in the position specifications; and

17.3.1.2 The employee has previously served in the class as a permanent employee and has had standard performance rating(s) in the lower or lateral class.

17.3.2 In the event a layoff in one employee/bargaining unit results in replacement in another unit, the effects of the layoff will be presumed to have been bargained.

17.4 Computation of Seniority

17.4.1 In computing years of District service for purposes of layoff, time in paid status as a regular permanent or probationary employee will be counted. Certain types of service/non-service will not count toward seniority, including:

17.4.1.1 Employment as a temporary or substitute employee (Education Code 88127);

17.4.1.2 Non-paid status such as Board-granted unpaid leaves or loss-of-pay absences. (Exception stated in Section 17.4.2)

17.4.2 The District shall compute time worked prior to July 1, 1971, on an annual hours basis as though each unit member had worked full time. Board-granted unpaid leaves and loss-of-pay absences will be disregarded during this period. Computation after July 1, 1971, will be based on actual hours in paid status, excluding overtime. All computations are subject to the exclusions stated under this section. (Education Code 88027)

17.4.3 Time worked in temporary reclassification will not count as seniority in a higher class.

17.5 Notification of Layoff (Procedure)

17.5.1 The District shall notify the affected employees, in writing, a minimum of thirty (30) calendar days prior to the date of any layoffs, except in the event of an actual and existing financial inability to pay salaries to classified employees or for causes not foreseeable or preventable by the governing board, where less than thirty (30) days' notice may be given. (Education Code 88017)

17.5.2 The employee who receives notice of layoff will be given an opportunity to verify accuracy of computation. Failure to notify the Human Resources of possible errors shall constitute a waiver. Any errors that may be discovered after the fact shall not be used as a means of reinstatement of the affected employee.

17.6 Reemployment Lists

17.6.1 *Thirty-nine (39) Months (Education Code 88117)*

The names of employees who are laid off because of lack of work or funds shall be placed on a re-employment list for thirty-nine (39) months for the class in which they hold permanent status and shall be reemployed as positions become vacant in their class in the inverse order of layoff.

17.6.2 *Sixty-three (63) Months*

Employees who take voluntary demotions or voluntary reduction in assigned time in lieu of layoff to remain in their present position rather than be reclassified or reassigned shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment to their former position class or for increased time as it becomes available for an additional period of up to twenty-four (24) months, provided that the same qualifications under which they qualified for appointment to the class shall still apply.

17.6.3 An employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening. Such notice shall be sent by certified mail to the last address given to the District by the employee.

17.6.4 Names shall be removed from the reemployment list for the following reasons:

17.6.4.1 Written request of the individual;

17.6.4.2 Failure to respond within ten (10) working days to an inquiry regarding availability for employment. (Inquiries will be sent annually during term of reemployment list);

17.6.4.3 Failure to accept within ten (10) working days an offer of employment in a position in the same class as that of previous assignment;

17.6.4.4 Lapse of thirty-nine (39) months following layoff;

17.6.4.5 Reinstatement in former position or equivalent.

17.6.5 Employees shall be reemployed in the same classification from which they were laid off in accordance with their length of service in the class from which they were laid off, plus higher classes. Employees who accept a position lower than their former class shall retain their original thirty-nine (39) month rights to the position classification from which they were laid off. Employees have the right to choose layoff in lieu of a lower classification and still maintain 39-month reemployment rights.

17.6.6 Eligible employees may choose retirement in lieu of layoff and still retain 39-month reemployment rights.

17.6.7 Unused sick leave benefits accumulated prior to layoff will be reinstated upon return to work. No service credit or benefits will be earned by or paid to an employee during layoff nor will an employee earn time towards seniority.

17.7 Salary Placement Upon Reinstatement

17.7.1 Whenever a permanent employee has been laid off because of lack of work or funds and is reinstated within thirty-nine (39) months from the date of termination, the employee shall be entitled to continue on the salary step held prior to reinstatement until prior service subsequent to a salary step increment and additional service shall, when added together, constitute another year.

17.7.2 A new anniversary date shall be established for reinstated employees laid off for lack of funds or work based on one year of service disregarding the break in employment.

17.8 Termination Date

The effective date of temporary termination of service shall be the last day of paid status with the District (last day of employment plus accumulated days of vacation).

17.9 Effect of Agreement

17.9.1 This is the full and complete agreement of the parties as it relates to all aspects of layoff including, but not limited to, the decision to lay off by complete separation or reduction in hours or work year and the effects of those decisions.

17.9.2 By this Agreement, the Union understands that layoffs and their effects shall not be subject to further negotiations, but shall be governed by the provisions of this Agreement. With respect to any aspect of layoffs or their effects not addressed in this Article, management agrees to meet with the Union Representative, on demand, for additional negotiations at the time a layoff is contemplated. The parties agree that these additional negotiations shall not preclude the initiation or actual layoff of an employee pursuant to this Article, even if the parties have not come to agreement prior to the effective date of layoff.

17.9.3 The reason for layoff (lack of work or lack of funds) shall not be subject to negotiation or to the grievance procedure.

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

The District and the Union agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process.

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 state laws; to the extent permitted by state law, in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District. Nothing contained in this Agreement shall preclude the parties from meeting and consulting on items not contained in the Agreement.

Article 21: Term of Agreement

- 21.1 This Agreement shall be effective as of July 1, 2005; shall be binding upon the Board, the Union and their members; and shall remain in full force and effect through June 30, 2008. The provisions of this Agreement apply to unit members who are employees of record on the effective date of the Agreement.
- 21.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings 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 Union, for the life of this Agreement, each voluntarily and unqualifiedly waive 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, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- 21.3 This Agreement shall automatically be renewed and shall be binding for an additional one (1) year period unless either the Board or the Union gives written notice to the other not later than January 1 next prior to the aforesaid expiration date of this Agreement of its desire to modify the Agreement for a successive term or to terminate the Agreement.

IN WITNESS THEREOF, this Agreement has been duly executed by the parties on this 5th day of October, 2005.

LOS RIOS COMMUNITY
COLLEGE DISTRICT

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 790

By _____
Terry Cochran, Board President

By _____
Ulysses Madison, SEIU Chief Negotiator

Brice Harris, Chancellor

Barbara Jefferis, SEIU President

Kathy Church, Team Member

John McPeek, Team Member

Steven Meyer, Team Member

Alex Montoya, Team Member

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Appendix A: Salary & Benefits, 2005-06

A.1 Funding Sources for Salary & Benefit Improvements

The bargaining unit shall receive its proportionate share of eighty percent (80%) of certain new or increased unrestricted revenue which is above an established base amount.

The bargaining unit's proportionate share of such revenues is based upon:

- A.1.1 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 SEIU unit which is compared to the total District salary, benefit, and District contribution costs for authorized/filled positions of all District employee groups.
- A.1.2 Authorized/filled positions which are funded from special programs/categorical funds are excluded from calculations of both SEIU unit's cost and other employee group costs.
- A.1.3 The related salary and benefit costs including the District contribution costs associated with 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. The related base amounts associated with such revenues are defined in Sections A.2 to A.8.

A.2 Program Based Funding (PBF) Revenue

The base amount for 2005-06 is the revenue level recognized in the 2004-05 fiscal year that was used for retroactive salary improvement calculations for that year which includes any 2004-05 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 based upon student attendance levels achieved 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 SEIU 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) for 2005-06 which are attributed to Program Based Funding provisions are proportionately allocated to unit members. 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 statewide 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.3 State Program Improvement Funds (PIF)

Any portion of unrestricted Program Improvement Funds received in 2005-06 shall be proportionately allocated to the bargaining unit. Such revenues are generally considered "continuous" funds and shall be used to fund continuing salary and benefit costs applicable to SEIU unit members. The base amount of PIF revenue for 2005-06 used in the determination of new or increased revenue for 2005-06 is zero.

A.4 Basic Skills Growth Revenue

Any District revenues realized for Basic Skills courses is subject to growth and maintenance of effort levels. Up to 1994-95, such funds have been distributed proportionately to the bargaining unit on a one-time-only basis and have been allocated in accordance with growth provisions defined per previous contract provisions. In 1995-96, Basic Skills revenue for Los Rios was guaranteed by the state at \$814,467 provided the District had both unfunded (overcap) FTES and sufficient Basic Skills FTES, and such revenues (80%) were distributed proportionately to unit members in 1995-96.

A.4.1 Revenue increases in 2005-06 above the defined base of \$814,467 shall be considered one-time-only funds since entitlement to such revenues are subject to increased maintenance of effort provisions for full-time equivalent students (FTES) levels prescribed by the State Chancellor's Office. The distribution of eighty percent (80%) of such one-time-only funds to the bargaining unit shall be determined in accordance with growth provisions defined in Article A.16 and Attachment 1.

A.4.2 The guaranteed level of \$814,467 described in Section A.4.1 of Appendix A may be subject to modification by the state in 2005-06.

A.4.3 Should the guaranteed level be reduced below \$814,467, the amount of reduction in Basic Skills continuing revenue shall reduce the available continuing funds in 2005-06. The Basic Skills revenue base or guaranteed level shall be revised to the new state guaranteed level and revenues received in 2005-06 above this level shall be considered one-time-only funds. Such one-time-only funds shall first fund any growth costs as defined in Attachment 1, if needed, then shall be allocated proportionately to SEIU.

A.4.5 If the District does not qualify for the base level funding of \$814,467, any shortfall will be netted against available one-time funds.

A.4.6 *Partnership for Excellence (PFE)*

The 2004-05 funding level for PFE is \$7,477,295. As of the 2003-04 fiscal year, salary and benefit costs for positions and other staffing related costs funded by PFE became part of the proportionate share calculation. As of 2004-05, PFE was appropriated by the state as base revenues although PFE continued to be listed as

a distinct line item in the system budget. As with other base revenues, COLA or Growth Funds received for PFE will be included as part of the COLA and Growth calculations each year. If the District receives restoration of the PFE funding reductions for the 2004-05 year, the unit will receive its proportionate share of eighty percent (80%) of the restored amount.

A.4.6.1 In the event that PFE funds are restored above the 2003-04 level of \$8,732,010, excluding any COLA or growth improvements, then the District and SEIU representatives shall meet prior to the determination of the use of such funds. The discussion will elicit SEIU's interests, issues and options which may relate to any prescribed state outcome, indicators and student performance improvement goals for the restored revenues.

A.4.6.2 Mutually agreed to interests and options shall be included in the district-wide consultative allocation process for funding consideration. The final outcome of mutual interests and options for any planned funding of items developed shall be discussed.

A.5 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 distributed to SEIU 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.6 District Contribution Reduction

Should District contribution for medical and dental coverage be reduced in 2005-06 below the preceding years 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.5.1 The amount of funds attributed to any premium reduction in 2005-06 shall be distributed to unit members in combination with any growth funds.

A.7 Cost Reduction/Salary Savings

Any cost savings which were previously funded from student growth funds and as further described in Attachment 1 and salary savings described in Section A.17 shall be considered as a source of funds which is available for redistribution.

A.8 State Revenue Recalculations and Other Funding Sources

Should revenues for Program Based Funding, Basic Skills Growth Revenue or other state revenues which is distributed proportionately to SEIU members be increased or reduced as a result of retroactive calculations performed by the State Chancellor's Office (February 2006 Recalculation for 2004-05 revenues or other state computations), such revenue adjustments for 2004-05 shall be applied to 2005-06 revenue computations as per Sections A.2, A.3, or A.4.

A.9 Distribution or Allocation of Funds

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

- A.9.1 The cost of step increments for 2005-06 for SEIU members and any 2004-05 step increment costs which were not adequately funded from 2004-05 continuing funds; then
- A.9.2 Any increased District cost of providing disability insurance coverage or unemployment insurance coverage to unit members in 2005-06; then
- A.9.3 The increased cost over the 2004-05 level of providing the District contribution for medical coverage up to the lowest premium level established by the District health carriers providing coverage to both SEIU unit members and other District employees in 2005-06.
 - A.9.3.1 For 2005-06, the District contribution level for medical is currently \$550.09 per month (12 month basis).
 - A.9.3.2 The District carriers currently providing medical coverage to SEIU members are:
 - Kaiser Health Plan
 - Health Net Plan
 - PacifiCare Health Planand the established District contribution will apply to any one of the three (3) health plans selected by the unit member or other plans that are recommended by the District Insurance Review Committee;
 - A.9.3.3 The 2005-06 District contribution shall be provided to each participating full-time regular employee and as further defined in Section 12.1.
- A.9.4 The increased cost in 2005-06, if any, for increasing the 2004-05 District contribution for monthly dental premium up to the 2005-06 monthly premium amount. For 2005-06, the District contribution level is currently \$104.73 (12 month basis);
 - A.9.4.1 The 2005-06 District contribution for dental shall be provided to each participating full-time regular employee and as further defined in Section 12.2.
- A.9.5 One-half the cost of the initial premium of \$7.00 per month per participant (guaranteed for three years) for \$50,000 in term life insurance and accidental death and dismemberment coverage.
- A.9.6 The annual cost of the additional shift differential/range provided to eligible unit members per Section 11.7; then
- A.9.7 Remaining funds shall be combined with the units proportionate share of available growth funds (Attachment 1) to be used to compute the salary and payroll-related fringe benefit improvements (continuous or one-time-only improvements) on an annual basis for 2005-06 and shall be effective for services rendered as of July 1, 2005. The cost of any salary schedule improvements provided in advance of the final determination of revenues available to SEIU shall be considered in the retroactive salary calculations.

- A.10 Any improvements in District contribution levels to medical and dental will be effective July 1, 2005.
- A.11 The costs defined in Sections A.9 to A.10 are considered continuing costs and require "continuing" funds (as defined in Sections A.2 to A.8) in order to continue the funding support of such costs in succeeding fiscal years. Any of the above costs funded in 2005-06 from one-time-only revenues (as defined in Sections A.2 to A.8) shall be considered one-time-only distributions/improvements for 2005-06.
- A.12 The District and SEIU shall meet as needed during the term of the 2005-06 contract to discuss possible options for the redistribution of SEIU's proportionate share of available revenues.
- A.12.1 It is understood that the cost of funding annual step increments shall have first priority on such available funds.
- A.13 **Scheduled Distribution of Lottery Revenues**
The increase in funds attributable to lottery revenues above the base amount stated in Section A.5 shall be considered one-time-only payments and will be distributed to SEIU unit members on an annual basis with other retroactive salary compensation for the fiscal year
- A.13.1 If lottery revenues will be reasonably estimated at the time of processing any retroactive salary payments and the estimated lottery funds, such 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 SEIU.
- A.14 Any decrease in lottery revenues below the base amount stated in Section A.5 shall reduce available continuous or one-time-only funds.
- A.15 The District Office Business Services staff shall inform SEIU of the lottery amount received annually.
- A.16 **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 Office, or the close of the District's fiscal year, whichever is later.
- A.17 **Salary Savings – 2005-06**
After consideration for replacement costs, net salary schedule savings (decrements) realized from unit members' retirements, resignations and changes to categorically funded assignments which occur in 2005-06 may be used to:
- A.17.1 address the unit's proportionate share of any reductions in Program Based Funding revenues which is below the defined base, and
- A.17.2 remaining net salary savings (decrements) shall be included in the distribution or allocation of funds to unit members as described in Section A.9.

- A.17.3 Salary savings resulting from unclaimed Dependent Care Assistance Program or Flexible Spending Plan elections by SEIU unit members will revert to the unit's plan participants net of any costs associated with the plan administration in accordance with applicable federal and state laws.
- A.18 **Other Unrestricted Funds**
Should other new state unrestricted revenues become available in 2005-06 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.18.1 The District shall notify the SEIU unit of such new unrestricted revenues which are subject to further negotiations.
- A.19 **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.20 **Ten Percent (10%) Limitation**
Should the 2005-06 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 2005-06.
- A.20.1 The District shall notify the SEIU unit of such excess funds above the ten percent (10%) level as it relates to the revenues defined herein.
- A.21 **Review of District Records**
Records maintained by the District Office Business Services Department which relate to the implementation and calculation of SEIU's proportionate share of the defined funds shall be available for review by representatives designated by the SEIU Executive Board. SEIU and Business Services representatives shall meet at a mutually agreeable time.
- Annual reports which summarize the calculation of SEIU'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 11 and 12 shall be available to designated representatives of SEIU.
- A.22 **Changes in Funding Formulas for Community Colleges**
Should the funding formula for community colleges change substantially for 2005-06 which affects the application of the contract provisions, the above Sections A.1 to A.5 shall not apply. Such new unrestricted funding provisions shall be subject to further negotiation for 2005-06.
- A.23 **Reduction or Insufficient Defined Revenues in 2005-06**
Should the total of all defined revenue/resources for 2005-06 be less than or equal to the various specified base amounts stated in this section, SEIU 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.23.1 SEIU'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 SEIU and the District.

A.24 **Defined Revenue Levels**

If the total of 2005-06 defined revenues are calculated at a lower level than received in 2004-05, the total cost savings discussed in Attachment 1 and Section A.18 shall offset such decreased revenues. The bargaining unit's proportionate share shall be computed based upon eighty percent (80%) of PBF revenue reductions and other revenue reductions and offsetting cost reductions.

A.25 **Cost Advances**

The cost of 2005-06 step increments and other additional payroll related benefit costs for 2005-06 which are insufficiently funded shall then be considered advanced by the District for 2005-06. Any cost advanced or insufficiently funded by the District shall have first priority in the utilization of SEIU's proportionate share of defined revenues in the subsequent year.

Appendix B: Salary & Benefits, 2006-07 & 2007-08

- B.1 Salary & Benefits - 2006-07 and 2007-08**
Salary and fringe benefit improvements, including step changes and improvements to District contribution for medical and dental insurance, shall be determined for fiscal years 2006-07 and 2007-08 in accordance with the provisions stated in Appendix A of the Salary and Benefits 2005-06 except that and all such improvements as determined for 2006-07 and 2007-08 shall be effective at the start of the particular fiscal year.
- B.2 Funding Sources for Salary & Benefit Improvement - 2006-07 and 2007-08**
Eighty percent (80%) of such revenues defined in Appendix A, Salary & Benefits - 2005-06, shall be allocated and distributed in the same manner for 2006-07 and 2007-08 defined revenues received by the District. Related base amounts for each contract year are defined in Sections B.3 to B.7.
- B.3 Program Based Funding (PBF) Revenue**
The base amount is the amount recognized or received in the previous year per Program Based Funding (PBF) provisions. PBF revenue includes any Growth Funds, Program Improvement Funds, and any other revenues which may be combined as base revenue per PBF provisions by the State of California, Chancellor's Office. Such PBF base revenues are reduced by any retroactively applied state deficit.
- B.3.1** 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. Any other categories of unrestricted Program Based Funding financing formula which are added or modified in 2006-07 and 2007-08 shall also be allocated to SEIU unit members in accordance with provisions stated in Appendix A. 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.4 State Program Improvement Funds (PIF)**
Unrestricted Program Improvement Funds received in 2006-07 or 2007-08 shall be proportionately allocated to the bargaining unit. Base revenue for state Program Improvement Funds are established at zero since previous year's PIF revenues are typically added to PBF Revenue and becomes part of PBF base amounts stated in Section B.3.
- B.5 Basic Skills Growth Revenue**
Any unrestricted Basic Skills revenues shall be allocated in accordance with growth provisions defined in Appendix A provisions and shall be distributed either on a continuous basis or one-time-only basis depending upon the nature of such state revenues.
- B.5.1** The guaranteed level of \$814,467 described in Section A.4 is subject to modification by the state in 2006-07 or 2007-08.

- B.5.2 Should the revenue level be reduced below \$814,467, the amount of reduction in Basic Skills continuing revenue shall reduce the available continuing funds in 2006-07 or 2007-08. The Basic Skills revenue base shall be revised and revenues received in 2006-07 or 2007-08 above this level shall be considered one-time-only funds. Such one-time-only funds shall first fund any growth costs as defined in Attachment 1, if needed, then shall be allocated proportionately to SEIU.
- B.6 Partnership for Excellence (PFE)**
The provisions for PFE revenues are as stated in Appendix A.
- B.7 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.8 District Contribution Reduction**
Should District contribution for medical/dental coverage be reduced in 2006-07 or 2007-08 below the preceding years 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.
- B.8.1 The District contribution for life insurance is \$7.00 per employee per month, as identified in Appendix A, Section A.9.5, for the 2006-07 and 2007-08 years. Should the District and SEIU continue the life insurance program in subsequent contracts, the District will continue to fund fifty percent (50%) of the initial premium rate or \$3.50 per employee per month. Any future increases in premiums will be funded from the unit's proportionate share.
- B.9 Cost Reduction/Salary Savings**
Any cost savings which were previously funded from proportionate share of defined revenues and as further described in Attachment 1 and salary savings described in Section A.17 shall be considered as a source of funds which is available for redistribution.
- B.10 State Recalculations and Other Funding Sources**
Should 2005-06 or 2006-07 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 2006 or 2007 Recalculation or other state computations) such revenue adjustments shall be applied to the related 2006-07 and 2007-08 revenue computations as per Section A.2 and A.4 provisions.
- B.11 Distribution or Allocation of Funds**
SEIU 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.9 of Appendix A, except that any previous years' continuing costs of SEIU unit members funded from one-time-only revenues in the previous year and/or advanced by the District as defined in Section A.24, shall have first priority.
- B.12 Available Growth Revenues**
Available Growth Funds as defined in Attachment 1 shall be proportionately distributed to SEIU 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 shall apply to 2006-07 and 2007-08 contract year.

B.13 Reduction or Insufficient Defined Revenues

Should the total of all defined revenues for 2006-07 or 2007-08 be less than or equal to the base amounts stated in Sections A.2 to A.8 or sufficient revenues are not received to fund the full cost of 2006-07/2007-08 step increment costs and other increased payroll related benefits, SEIU 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 Sections A.26.

B.13.1 SEIU'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 SEIU and the District.

Attachment 1: Calculation of Available Growth Revenues & Related Growth Cost, 2005-2008

1.1 Calculation of Available Growth Revenues

Eighty percent (80%) of growth funds per Program Based Funding provisions and Basic Skills growth funds received in 2005-06, 2006-07, or 2007-08 shall be initially appropriated in the following manner:

1.2 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.

1.2.1 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 subject to 1.2.1.1 below. For this provision, the Summer term is the term occurring prior to the Fall term for the fiscal year.

1.2.1.1 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 fund will not be charged for FTE utilized below the 450 level.

1.2.2 Such costs shall be computed based upon the standard adjunct FTE cost of \$40,959 for the fiscal year except the standard adjunct cost for Summer term instruction will not include the health and welfare benefit costs. The standard cost includes the continuing salary schedule improvements funded from part-time faculty compensation funds, and

- 1) for 2005-06 any salary schedule improvements provided in 2004-05 after April 2005 and salary improvements provided for 2005-06; then
- 2) for 2006-07 additional improvements provided for 2006-07 applied to the standard adjunct FTE cost, as adjusted, for 2005-06; then
- 3) for 2007-08 additional improvements provided for 2007-08 applied to the standard adjunct FTE cost, as adjusted, for 2006-07.

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

1.2.3 The determination of actual staffing level utilized 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.

- 1.3 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;
 - 1.3.1 such positions shall be hired for the start of the following Fall semester; and
 - 1.3.2 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
- 1.4 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 2004-05 is currently established at \$24,537 for converted instructional FTE. The standard cost of salary and payroll related fringe benefit costs or actual cost for newly hired non-classroom faculty (175 or 185 day) is \$68,880 or \$66,473, respectively. The established District contribution costs towards health benefits shall also be considered. Calculated standard costs for required faculty hired pursuant to Title V provisions shall be increased by any salary schedule and fringe benefit improvements provided in 2004-05 after June 2005 and salary improvements provided in 2005-06, 2006-07 and 2007-08, as applicable;
 - 1.4.1 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.
 - 1.4.2 Continuing growth funds shall be committed for any positions authorized in the contract year; and
 - 1.4.3 any unused continuing growth funds set aside for this purpose shall be proportionately distributed to the unit on a one-time-only basis; then
- 1.5 The salary and fringe benefit cost of additional classified positions which are needed as a result of District enrollment growth or new educational sites.
 - 1.5.1 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, Specialists, Blue Collar, Supervisory and Confidential positions funded with general purpose revenues. Classified positions (FTE) which are funded with categorical resources/revenues are excluded from this computation.
 - 1.5.2 For any given contract year, it is the District's intent to distribute the additional classified staff funded from growth funds across all classified units; then
 - 1.5.3 The additional classified FTE shall be in place no earlier than the Spring semester of the contract year or on or after July 1 of the succeeding year.

- 1.5.4 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.
- 1.5.5 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
- 1.5.6 any unused continuing growth funds shall be proportionately distributed to the unit on a one-time-only basis.
- 1.6 Additional administrative positions shall not be funded from Growth Funds.
- 1.7 Then remaining available Growth Funds shall be distributed proportionately to SEIU in accordance with Appendix A, Section A.8
- 1.8 **Application of Cost Reductions**

The 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:

 - 1.8.1 The cost reductions associated with the decrease in 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 2004-05 part-time cost per FTE of \$40,959, as defined per Section 1.2, shall be used to determine instructional cost savings, and
 - 1.8.2 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 to maintain a counselor/student ratio of 1:900. 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 2004-05 counseling cost per FTE of \$59,186 (@185 days) or the 2004-05 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.
 - 1.8.3 Any other cost reductions due to staffing changes (reduction) which were previously funded from growth funds as further described in Sections 1.2 to 1.5.
 - 1.8.4 The total amount of cost savings as determined above shall be proportionately distributed to SEIU.
- 1.9 Available Growth Revenue for 2006-07 and 2007-08 shall be determined in the same manner as 2004-05 contract year except that:
 - 1.9.1 The actual instructional staffing levels expressed in full-time equivalent (FTE) terms in either 2006-07 or 2007-08 which is greater than the actual FTE level of the previous year shall be determined for the particular contract year; and
 - 1.9.2 standard part-time FTE cost of \$40,959 shall be adjusted for any salary schedule improvements provided in 2005-06, 2006-07, and 2007-08 and

- 1.9.3 the standard net cost increase amounting to \$24,537 plus the established District contribution cost towards health benefits for any conversions of part-time instructional FTE shall be adjusted for any salary schedule improvements provided in 2004-05, 2005-06, and 2006-07.

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Appendix C: Public Safety Officers Procedural Bill of Rights Act

The Public Safety Officers Procedural Bill of Rights Act specifies elements of procedural rights that must be accorded to "public safety officers" when they are subject to investigation or discipline. The Public Safety Officers Procedural Bill of Rights Act (hereafter referred to as the Act) appears in Government Codes Sections 3300-3311.

A copy of the Police Officers' Bill of Rights will be distributed to each Campus Police Officer, their supervisors and the campus managers in their chain of command. Additionally, a copy of the Police Officers' Bill of Rights will be on file in the office of the administrative officer.

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Appendix D: Disciplinary Procedures, Policies & Regulations

Definitions P-6911

6900 EMPLOYEE DISCIPLINE
6910 Disciplinary Procedures

- 1.0 Definitions - These definitions shall apply to P-6911 et seq. and R-6911 et seq.
- 1.1 Administrative Leave - Status whereby an employee remains on the payroll but shall not come to work or interfere with District operations.
 - 1.2 Administrative Officer - The Vice President of Administration of the college or the appropriate department manager at District Office/Central Maintenance.
 - 1.3 Counseling Memo - A written statement addressed to an employee delineating in ordinary and concise language the specific acts and/or omissions requiring the attention and action of the employee.
 - 1.4 Discipline - Management response to inappropriate conduct including, but not limited to, oral warning or reprimand, counseling memo, written reprimand, suspension, demotion, reduction in pay and dismissal.
 - 1.5 Employee - A regular non-probationary classified employee.
 - 1.6 Dismissal for Just Cause - Dismissal for cause is an action taken by the Governing Board to permanently separate an employee from employment with the District.
 - 1.7 Insubordination - Refusal to do assigned work or to follow reasonable directions or orders regarding how or when to do work when made by a supervisor having appropriate authority; repeated failure or refusal to perform assigned duties in a satisfactory manner.
 - 1.8 Letter of Reprimand - a written statement addressed to the employee describing the misconduct of the employee.
 - 1.9 Severe Discipline - suspension, demotion, reduction in pay or dismissal.
 - 1.10 Suspension - Suspension is an action taken by the Chancellor which denies the employee the right to work in the District for a designated period of time. A suspended employee receives no compensation or benefits for time of suspension.

Policy Adopted: 7/16/97
Policy Revised:
Policy Reviewed:
Adm. Regulation: None

Just Cause for Discipline P-6912

6900 EMPLOYEE DISCIPLINE
6910 Disciplinary Procedures

1.0 Just Causes

- 1.1 The continued employment of any employee is contingent upon acceptable performance of assigned duties and personal fitness. Employees may be suspended, dismissed or otherwise disciplined for just cause. In addition to causes enumerated in the California Education Code, any of the following causes, or similar causes, shall be deemed sufficient reason for suspension, dismissal or other discipline:
- 1.1.1 insubordination, inefficiency, dereliction of duty or repeated failure or refusal to perform assigned duties in a satisfactory manner;
 - 1.1.2 carelessness or negligence in the performance of duties;
 - 1.1.3 absence from duty without leave; repeated unexcused absences or tardiness or other abuses of leave privileges;
 - 1.1.4 willful misuse of or negligent damage to or waste of property or equipment in the possession or care of Los Rios;
 - 1.1.5 persistent violation or refusal to obey safety rules or regulations;
 - 1.1.6 discourteous, offensive or abusive conduct or language toward students, the public, or other employees;
 - 1.1.7 dishonesty in handling District funds, reporting time on and off the job, and other matters of a similar nature; misuse of District resources including, but not limited to equipment, supplies, facilities, and postage for non-district purposes;
 - 1.1.8 possession of and/or drinking alcoholic beverages on District property or reporting for work while under the influence of alcohol;
 - 1.1.9 addiction to or being under the influence of controlled substance as defined in the Health & Safety Code Section 11007; conviction of a controlled substance-related offense;
 - 1.1.10 falsifying information supplied to the District including but not limited to, information provided on application forms, employment records or any other District record;
 - 1.1.11 conviction of a felony or a misdemeanor involving moral turpitude. A plea or verdict of guilty or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude shall be deemed to be a conviction within the meaning of this section; (Education Code §§ 87009, 87010 and 87011)

- 1.1.12 knowingly making, duplicating or causing to be duplicated any key to any District facility without authorization from the administrative officer; providing a key or its use to an unauthorized user;
 - 1.1.13 offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public; including but not limited to bribes, discounts, or preferential treatment;
 - 1.1.14 abandonment of position: If a regular employee is absent from work for a period of five (5) days or more without notifying his/her supervisor, the District may declare the employee's job "abandoned;"
 - 1.1.15 advocacy of overthrow of federal, state or local government by force, violence or other unlawful means;
 - 1.1.16 violation of District policies or regulations; or
 - 1.1.17 refusal to perform essential job functions due to a disability despite reasonable accommodation provided by the District.
-

Policy Adopted: 10/67 (Formerly P-6631)
Policy Revised: 7/71; 12/3/75; 10/15/80; 10/20/82; 7/16/97
Policy Reviewed:
Adm. Regulation: None

Counseling Memo/Letter of Reprimand P-6913

6900 EMPLOYEE DISCIPLINE
6910 Disciplinary Procedures

1.0 Purpose

1.1 Every effort shall be made to promote harmonious relationships and open communication. The purpose of this policy is to provide resolutions to problems at the first level of supervision without imposing severe discipline.

1.1.1 Supervisors should attempt to resolve problems informally through counseling meetings before issuing either a Counseling Memo or Letter of Reprimand. However, serious violations may lead to severe discipline without prior counseling.

2.0 Counseling Memo/Letter of Reprimand

2.1 If a problem(s) has not been resolved through informal discussion meetings, the supervisor/administrator of the operating unit, following consultation with the administrative officer, may deliver a written counseling memo or letter of reprimand to the employee detailing the area(s) of concern. Letters of reprimand shall be considered more severe than counseling memos.

2.2 The District shall establish regulations addressing employee rights to object and appeal as applied to this section.

Policy Adopted: 12/3/75 (Formerly P-6632)
Policy Revised: 10/15/80; 10/20/82; 7/16/97
Policy Reviewed:
Adm. Regulation: R-6913 (Formerly R-6632)

Severe Disciplinary Action P-6914

6900 EMPLOYEE DISCIPLINE
6910 Disciplinary Procedures

1.0 Severe Disciplinary Action

1.1 The Chancellor may impose severe discipline on an employee whenever the Chancellor determines that the employee:

- (1) has violated Board Policy or other applicable regulations or laws and has not modified the behavior after having been apprized of the violation and given an opportunity to correct the inappropriate conduct; or
- (2) whenever the employee has committed an act which is so severe as to warrant immediate action. If the discipline is not appealed, the Chancellor shall submit the discipline to the Board for final action.

2.0 Employee Rights

2.1 An employee shall not be the subject of severe discipline except for causes designated in Board policies and regulations, the Education Code, the Penal Code or other applicable law.

2.2 An employee shall have the right to a hearing as outlined in Policy 6915.

2.3 An employee who has abandoned a position shall not have a right to a hearing prior to termination.

Policy Adopted: 10/67 (Formerly P-6633)
Policy Revised: 7/71; 12/3/75; 10/15/80; 10/20/82; 7/16/97
Policy Reviewed:
Adm. Regulation: R-6914 (Formerly R-6633)

Appeal Process P-6915

6900 EMPLOYEE DISCIPLINE
6910 Disciplinary Procedures

1.0 Hearing Authority

- 1.1 An employee's request for a hearing pursuant to Policy (P-6914), shall be presented to the Chancellor.
- 1.2 The Board shall determine whether the hearing shall be conducted before the entire Board, before a hearing board consisting of one or more members of the Board and selected by the Board, or before a hearing officer appointed by the Board.
 - 1.2.1 The procedures outlined below shall apply equally to a hearing before any of the bodies referred to in Section 1.2 above, which shall be called the Hearing Authority in this policy.
- 1.3 The hearing shall be conducted in accordance with the following procedures:
 - 1.3.1 Time of Hearing - A hearing relating to the validity of the charges upon which the recommendation for disciplinary action was based shall be commenced not later than thirty (30) days after filing the request for hearing, except by mutual agreement.
 - 1.3.2 Notice of Hearing - The employee shall be given ten (10) calendar days' written notice of the date, time and place of the hearing. The method of delivery shall be personal or by certified or registered mail, postage paid, return receipt requested, to the employee's last known address. Notice by mail shall be effective at the time of postal deposit.
 - 1.3.3 Conduct of the Hearing - At the time and place designated, a hearing shall be held for the purpose of determining the validity of the charges and the appropriateness of the disciplinary action brought against the appellant employee. Such hearing shall be closed to the public unless otherwise requested by the employee in writing at the time of the request for a hearing. The employee shall be present and shall have the right to representation of the employee's choice, call witnesses, have the right to cross-examine witnesses, and may present documentary and demonstrative evidence.
 - 1.3.4 Access to Records - The appellant employee and the employee's representative, if any, shall be allowed access to any documents and District records, within the policies defining confidentiality, which will assist in adjudicating the complaint in the disciplinary action.
 - 1.3.5 Burden of Proof - The District shall carry the burden of proof in support of the disciplinary action. Both parties may call witnesses, shall have the right of cross-examination, and may present documentary and demonstrative evidence.
 - 1.3.6 Evidence - The hearing may be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any

relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be admitted for any purpose but shall not be sufficient in itself to support a finding unless it would be admissible in civil actions. The rules of privileges and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.

- 1.3.7 Non-Disclosure of Proceedings - During the pendency of the hearing, no disclosure of the proceedings shall be made public without the concurrence of the Hearing Authority and the appellant employee.
- 1.3.8 Continuance - At any time during the hearing, the Hearing Authority may order a continuance for a reasonable period of time.
 - 1.3.8.1 If an employee-initiated request for continuance is granted, the employee shall be deemed to have waived salary for the period of the continuance. Any request for continuance made less than forty-eight (48) hours prior to the time set for the hearing will be denied unless good cause is shown for the continuance.
- 1.3.9 Report of Hearings - Hearings may be conducted without a stenographic reporter or audio tape recording machine unless either party requests that the hearing be reported or recorded.
 - 1.3.9.1 Transcripts of Hearings - Transcripts of hearings shall be furnished on payment of the cost of preparing such transcripts. When transcripts are provided by the employees of the District, the cost shall be determined by the employee in charge of business affairs of the District. When transcripts are provided by an independent contractor, the cost will be established by the independent contractor.
- 1.4 Decision of the Hearing Authority - The written decision of the Hearing Authority shall state the findings as to the validity of the charges upon which the disciplinary action is being recommended. The decision also shall state the action to be imposed. The action imposed shall not be more severe than that imposed or recommended by the Chancellor unless the employee is given notice of the intention to impose more severe action and a continuance for five (5) working days. Such notice may be given verbally at the hearing and the continuance may be waived by the employee.
 - 1.4.1 Board Determination - If the hearing is not before the full Board, written findings and recommendations shall be submitted by the Hearing Authority to the full Board for its approval. If the Board accepts such findings and conclusions, it need not review the record of the hearing; if it declines to accept such findings and conclusions, it must review the record or provide for an additional opportunity to be heard, after which it may adopt the findings and conclusions made by the Hearing Authority, or make its own findings and conclusions.

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- 1.4.2 Effective Date - Unless the decision provides otherwise, it shall be effective immediately.
- 1.4.3 Notice of Decision - A copy of the decision, including notice of its effective date, shall be mailed promptly to the employee or the employee's representative by certified mail.
- 1.4.4 Finality of Decision - There shall be no administrative appeal available to an employee other than as described in this policy.

Policy Adopted: 10/67 (Formerly P-6634)
Policy Revised: 7/71; 12/3/75; 10/25/80; 10/20/82; 9/1/93; 7/16/97
Policy Reviewed:
Adm. Regulation: None

Counseling Memo/Letter of Reprimand R-6913

6900 EMPLOYEE DISCIPLINE
6910 Discipline Procedures

1.0 Contents of a Counseling Memo or Letter of Reprimand

1.1 The counseling memo or letter of reprimand shall clearly define the specific violation as outlined in Board Policy (P-6912) and the steps which must be taken for improvement. The statement may contain the following information:

1.1.1 An itemized description giving date, time and nature of violations along with applicable rules and regulations.

1.1.2 The possible consequences of the employee's action, if improvement does not occur.

1.1.3 Steps which must be taken for improvement.

2.0 Procedure for Counseling Memo

2.1 Counseling memos may be prepared on standard forms available in the administration office at the colleges or in Personnel Services.

2.2 The Administrative Officer, immediate supervisor and/or manager shall discuss with the employee the contents of the counseling memo and shall outline requirements for the employee's attaining a reasonable standard of performance.

2.3 Copies of the counseling memo shall be provided to the employee and the next higher level of administrative authority. A counseling memo shall not be placed in the employee's personnel file, except as an attachment to a subsequent document.

2.4 There shall be no right to appeal a counseling memo.

3.0 Procedure for Letter of Reprimand

3.1 Letters of reprimand may be prepared on standard forms available in the administration office at the colleges or in Personnel Services. If a standard form is not used, letters of reprimand shall be marked clearly to identify it as such and shall contain the information delineated under Section 1.1.

3.2 The Administrative Officer, immediate supervisor and/or manager shall discuss with the employee the contents of the letter of reprimand and shall outline requirements for the employee's attaining a reasonable standard of performance.

3.3 Copies of the letter of reprimand shall be provided to the employee, the next higher level of administrative authority and Personnel Services for inclusion in the employee's personnel file. Any written comments regarding the letter of reprimand by the employee are to be included in the employee's personnel file.

3.4 If a permanent employee wishes to appeal a letter of reprimand, the individual may do so by delivering to the Administrative Officer within five (5) working days of receipt, a written statement describing the objections. The Administrative Officer

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shall investigate the action and determine whether the action should be sustained, modified or reversed. The decision of the Administrative Officer shall be final.

Adm. Regulation Adopted:	12/3/75	(Formerly R-6632)
Adm. Regulation Revised:	10/15/80; 10/20/82; 4/28/97	
Reviewed:		
Board Policy:	P-6913	(Formerly P-6632)

Severe Disciplinary Action R-6914

6900 EMPLOYEE DISCIPLINE
6910 Disciplinary Procedure

1.0 Initiation of Recommendation for Severe Disciplinary Action

- 1.1 A recommendation to impose discipline more severe than a letter of reprimand shall be made by the administrative officer to the Director, Personnel Services. The written correspondence shall contain detailed reasons for the recommendations.
- 1.2 If the Director, Personnel Services finds, after investigation, that the reasons given justify the action recommended, the employee will be given a written Notice of Intent to Discipline.

2.0 Notice of Intent to Discipline

- 2.1 The written Notice of Intent to Discipline shall include the following:
 - 2.1.1 a description of the proposed Intent to Discipline and the effective date;
 - 2.1.2 a statement of the specific acts or omissions upon which the action is based; a statement of the cause for the action taken and, if it is claimed that the employee has violated a rule or regulation, such rule or regulation will be quoted or referenced;
 - 2.1.3 a statement of the employee's right to a pre-disciplinary meeting on such charge;
 - 2.1.4 a statement that the employee has five (5) working days to request a pre-disciplinary meeting;
 - 2.1.5 a statement that the employee may represent himself/herself at the pre-disciplinary meeting or be represented by an attorney or any other person of the employee's choice. In all pre-disciplinary meetings, the employee may be represented by a union or association representative.
 - 2.1.6 a request for hearing form.

3.0 Administrative Leave

- 3.1 If the Chancellor deems it is in the best interests of the District, the Chancellor may place an employee on administrative leave prior to the pre-disciplinary meeting.
 - 3.1.1 Administrative Leave shall be effective when a written notice of administrative leave by the Chancellor is served upon the employee.
 - 3.1.2 The employee shall remain in full paid status during the period of administrative leave.
 - 3.1.3 The employee must remain available to participate in administrative procedures.
 - 3.1.4 Administrative leave status will terminate when the action becomes final.

4.0 Pre-disciplinary Meeting

4.1 As set forth in the Notice of Intent to Discipline, the employee may request a pre-disciplinary meeting with the Chancellor. The pre-disciplinary meeting is an informal, nonevidentiary meeting. The Chancellor will issue a decision within ten (10) working days of the meeting. If the decision is to impose discipline, the decision will include a statement of the discipline and the right to appeal.

5.0 Imposition of Discipline and Appeal

5.1 Within ten (10) working days of mailing written notice of the Chancellor's decision, the employee may file a request with the Chancellor for a hearing pursuant to Board Policy (p-6915). Failure to file a request for a hearing within ten (10) working days of the mailing shall constitute a waiver of any right to a hearing.

5.2 If the employee fails to appeal, the Board shall act upon the Chancellor's decision at a closed session of the Board. The Board's action shall be final.

6.0 Abandonment of Position

If an employee abandons a position, the employee shall not be entitled to a pre-disciplinary meeting provided, however, that the District shall provide written notice of its intent to terminate at least ten (10) days before the effective date of the termination.

Adm. Regulation Adopted:	10/67	(Formerly R-6633)
Adm. Regulation Revised:	7/71; 12/3/75; 10/15/80; 10/20/82; 4/28/97	
Reviewed:		
Board Policy:	P-6914	(Formerly P-6633)

MEMORANDUM OF UNDERSTANDING
BETWEEN
LOS RIOS COMMUNITY COLLEGE DISTRICT
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 790
DECEMBER 19, 2005

In recognition of the need to present a professional image to the public and other employee groups, as well as providing an enhanced level of safety and security, the Los Rios Community College District and the Service Employees International Union agree that an appropriate uniform for all members would help to serve this purpose. The following agreement shall apply to all SEIU members, with the exclusion of the police department that already has their own standards. The following represent the details of this agreement that will go into effect January 1st, 2006.

Shirt Colors:

Painters – White

Campus based staff (maintenance techs and custodial) – Light Blue

FM based staff - Tan/Khaki

Shirt Options:

Polo Shirt 100% cotton - page 31 of Aramark catalog

FGS-1126 (short sleeve w/pocket) or FGS-1129 (long sleeve, no pocket). Campus color-Royal Blue, FM color-Khaki
Since FGS1129 does not come in Khaki for the long sleeve version, FM staff that wish long sleeve will have the option of FGS-1875 (pg.34) in the color Natural.

Button-up Shirt 100% cotton - page 13 of Aramark catalog

FGS-1221 (long sleeve) or FGS-1218 (short sleeve)

Campus color-Light Blue, FM color-Tan

Shorts:

Multi-pocket work short - page 87 of Aramark catalog, item 2251.

Color: regardless of shirt color, shorts will be Khaki

Jackets:

Page 175 of Aramark catalog, item #414 (Navy with grey trim) choice of either medium or lightweight.

Replacement Cycle:

Replacements to be done January of each year

Shirts – 8 per year, of any style shown above

Shorts – 3 per year of style shown above

Jacket – replaced once old one turned in and supervisor concurs that a replacement is warranted.

Embroidery:

FM based employees will have: “Los Rios Facilities”

College based employees will have: “College Name“

Staff names will not be on the shirts.

It is also agreed that uniforms would not be given away to charities or thrown out. When no longer serviceable, they are to be turned in for disposal. Uniforms should also be not worn for any activity other than work. Shorts may only be worn during the months of May through October and only if they don't present a safety hazard for the employee.

It is also agreed that occasionally, when an officially organized SIEU activity occurs, that members may wear their SIEU apparel to work. SIEU would be required to notify the District in advance to ensure no misunderstandings.

Pamela Parker, Director
For LRCCD

Barbara Lowe, President
For SEIU

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