LOS RIOS COMMUNITY COLLEGE DISTRICT

COLLECTIVE BARGAINING AGREEMENT

with

SEIU / 1021

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021

July 1, 2025 – June 30, 2028

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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.l 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. *Administrative Officer* - the Vice President of Administration (or designee) at the college or the appropriate department manager at the District Office or Facilities Management unit.

b. *Board* - the Governing Board of the Los Rios Community College District.

c. *District* - the Los Rios Community College District.

d. *District Seniority* - 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.).

e. *Exclusive Representative* - the Service Employees International Union, Local 1021.

f. *First Level Manager* - an employee in a management position that supervises the immediate supervisor of the unit member or directly supervises the unit member.

g. *Full-Time Employee* - 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.

h. *Job Classification* - each existing job title with applicable job description within the Los Rios classification system.

i. *Lead/Head* - under direction of the supervisor, provides leadership in routine performance of duties, including assigning and reviewing work of

others.

j. *Part-Time Employee* - 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.

k. *Permanent Employee* - 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.

l. *Probationary Employee* - 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.

m. *Regular Employee* - an employee who has probationary or permanent status.

n. *The Rodda Act (SB 160)* - Chapter 10.7, Sections 3540 through 3549.3 of Division 4 of Title I of the Government Code of the State of California.

o. *School Year* - the yearly period from July 1 through June 30.

p. *Seniority in Class* - the number of hours in paid status, excluding overtime, in a specific job classification as defined.

q. *Supervisor* - an employee in a position affiliated with the Los Rios Supervisors Association that supervises a unit member.

r. *Temporary Reclassified* - 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.

s. *Union* - Service Employees International Union, Local 1021.

t. *Union Staff* - SEIU Local 1021 field representative.

u. *Executive Board* – The SEIU 1021 elected Executive Board is defined and consist of the following leadership:

President
Vice President of Custodial
Vice President of Facilities Management
Vice President of Police Services Secretary
Treasurer

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 Educational Employees Relations 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 SEIU 1021 communication board spaces designated by the administrative representative subject to the following conditions: (a) all postings for SEIU 1021 communication 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 officer 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. All members will have access to a District computer and 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 1021, 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 **New Employee Orientation (NEO)/ Information to the Union**

2.3.1 The SEIU union staff and SEIU Chapter President 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 SEIU/District Joint Labor Management Committee. A joint committee comprised of the SEIU members and District management representatives shall be established to meet and confer monthly on matters of mutual interest during the term of this Agreement. If determined by the needs of the committee, additional meetings may be called when mutually agreed upon. The committee shall be comprised of the SEIU elected board members and chaired by the Vice Chancellor of Human Resources or designee, and the Executive Vice Chancellor of Finance and Administration. Upon request, committee members will be provided release time, including a reasonable amount of travel time to and from the member's work location to attend official meetings of the committee. If no items are identified for discussion prior to the meeting, the chair will notify the committee of the meeting cancellation. When it is mutually agreed upon in advance, a subject matter expert may attend.

2.3.3 Quarterly, the District shall provide the Union with information on employees in the unit that includes:

1. Employee ID
2. First/Middle/Last Name (separate fields)
3. Service/Seniority Date
4. Job Code
5. Job Title
6. Status (Active, On Leave)
7. Job Type (9-, 10-, 11-, 12-month)
8. FTE
9. Pay Rate
10. Pay Step
11. Location

12. Department
13. Work Email Address
14. Personal Email Address, if available
15. Home Address (separate fields)
16. Work Schedule (days and hours)
17. Work Phone Number, if available
18. Cell Phone Number, if available
19. Home Phone Number, if available

In addition, information identified above will be provided monthly for newly hired employees. The Union may update the employee 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.

Data files shall be sent to data@seiu1021.org and the SEIU representative. Excel format is preferred. Delimited or other formats are also acceptable if necessary.

2.3.3.1 Union Orientation Meetings

The Union shall be provided access to each newly hired employee for an on-boarding meeting(s), as small as one individual, no later than thirty (30) calendar days from date of hire.

2.3.3.1.1 Each newly hired employee, as part of their pre-employment orientation meeting(s), shall be encouraged to attend a one (1) hour orientation session, conducted by the Union, during the pre-employment orientation meeting or at a time decided by mutual agreement of the Union and the District. The District shall notify the Union ten (10) calendar days in advance of any pre-employment orientation. The District shall send an electronic list of participant(s) at least forty-eight (48) hours in advance of the orientation meeting, to include the name; job title; department; work location; work, home, and personal cell phone numbers; and personal email on file with the employer. When an unforeseen urgent operational need exists, meeting notice and attendee information will be provided at the earliest possible opportunity.

2.3.3.1.2 In lieu of meeting with new employees during the pre-employment orientation, the Union shall be

entitled to coordinate with the employee's supervisor an in-person optional meeting for up to one (1) hour with the new employee at the worksite during regular working hours without loss in compensation. New employees hired at Facilities Management may be available to meet with an SEIU representative for Union orientation at the end of the first monthly Facilities Management Safety Meeting they attend.

2.3.3.1.3 Union designee(s), including, but not limited to, Union representative, officers, stewards, and members, shall conduct the sessions covered under this agreement.

The District shall grant Union designee(s) release time, including reasonable time for travel and set up, without loss in compensation to conduct the optional Union portion of any on-boarding sessions with new employees identified in this section.

2.3.3.2 Neutrality

The District representatives shall be absent from the room during any sessions, meetings, or trainings, conducted by the Union, with Newly Hired Employees.

2.3.3.3 Facility and Resource Access

The Union shall have a right to access and use the District's facilities and audio-visual equipment to conduct sessions and separate meetings with newly hired employees.

2.3.3.4 For employees with a written request to not release personal contact information on file with Human Resources prior to July 1, 2014, home address and telephone numbers will not be included in information provided to the union.

2.3.4 The District shall provide the Union staff with copies of all changes to the Board Policies and Regulations and an opportunity to negotiate over changes in working conditions. LRCCD Policies and Administrative Regulations are available online at http://www.losrios.edu/legal/.

2.3.5 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.

2.3.6 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 1021, the new employee shall be informed that the Union is the recognized bargaining representative. Access to an electronic copy of this Agreement, the current salary schedule and a list of all job classifications represented by SEIU, Local 1021, shall be provided to the new employee and printed copies sent upon request. The new employee shall also be given the current Union form authorizing a voluntary payroll deduction.

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. SEIU will assume responsibility to train their stewards.

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 their 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 shall 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 their 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. 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. There may be two chief stewards, one for Police Department officers and one for non-police employees. Facilities Management and District Police operations may each be represented by one steward per shift, districtwide. 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 **Successor Agreement**

2.6.1 The District shall be responsible for the printing of this Agreement and have one copy of this Agreement available for distribution to all bargaining unit members upon request per bargaining cycle, as soon as practicable after contract ratification. The Agreement will be posted on the District's web site.

2.6.2 Within three (3) months after ratification of the contract, SEIU, Local

1021, and the District shall co-sponsor a training session covering any contract changes 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 may be requested at any time.

2.7 Unit Member Access

Union staff or the SEIU, Local 1021, 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 their 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 1021, 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 2011-14 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 1021, and the District is excluded from the training release time program described in Section 2.8.1.

2.8.5 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 1021. 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.

2.8.6 Following the District's payment of the employee's salary and benefits for the leave of absence, SEIU, Local 1021, shall reimburse the District. Reimbursement by SEIU, Local 1021, shall be made within ten (10) days after its receipt of the District's certification of payment of compensation to the employee.

2.8.7 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. When discussions would benefit from a subject matter expert in the topic under discussion, one subject

matter expert may be added to at-table contract negotiations during the issue under discussion, with 24 hours' advance notice.

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 1021, five (5) hours of release time per week for elected officers of SEIU, Local 1021, for business exclusive of that release time granted under Government Code 3543.1, and any meeting called by management that the SEIU, Local 1021, officers are required to attend This release time shall not be cumulative from week to week.

2.10 **Non-Discrimination**
No employee shall unlawfully be discriminated against in the administration of this Agreement because of ethnic group identification, race, color, sex, gender, gender identity, gender expression, pregnancy or childbirth-related condition, sexual orientation, sexual identity, religion or religious creed, age (over forty), national origin, ancestry, physical or mental disability, medical condition, political affiliation or belief, military and veteran status, union activity, marital status, immigration status, or citizenship status.
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, section 2.0.

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 1021, 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 1021, 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 1021, 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 | Union Dues and Other Deductions

5.1 **Dues/COPE/ Union-Sponsored Benefit Program Deductions**

(a) The District shall honor an employee's check-off authorization for dues, Union initiation fees-, and Local 1021's Committee on Political Education (COPE), which are submitted in writing, via online deduction authorization, or by any other means of indicating agreement allowable under state and federal law, regardless of whether the employee is a member of 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.

(b) Deductions for dues/and Union initiation fees, COPE shall start the pay period after the District receives notification of the authorization. The District shall transmit such payments to the Union-designated payee as soon as practicable and within a reasonable period of time.

(c) Requests to authorize dues/other deduction(s) or requests to change status regarding such deductions, shall be directed to the Union rather than the employer. The District shall rely on the Union's explanations in a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether an authorization/change in deduction(s) has been requested by the employee.

The District shall deduct from pay of Union members and pay the Union the normal and regular monthly Union member dues, assessments, and initiation fees. Nothing in this section shall be deemed to have altered the district's current obligation to make insurance program deductions when requested by the employee or political action deductions when requested by the Union.

(d) The Union shall not provide the employer a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

The Union and the District have agreed that the Union shall provide the District a current statement of membership dues. Such statement of

membership dues shall be amended as necessary. The District may take up to 30 days from date of receipt of the amended statement of membership dues to implement such changes.

(e) The District and the Union agree that each party will mutually cooperate in ensuring that all provisions of this Article 5 are implemented in a timely and comprehensive manner.

The District shall, at the time of any individual's initial employment/transfer to a job covered by a unit classification, furnish to that employee the membership enrollment card or other Union membership application/authorization, addressed to the Union (prepared and furnished by the Union).

The District shall give the employee the option of filling out and turning in the membership enrollment card to the District at the same time as the employee completes other District employment papers. The District agrees to provide the Union with a secure mailbox or other location where such enrollment cards or other Union membership application/authorization documents will be kept. The Union agrees to pick up such cards on a regular basis. Union and District agree to coordinate the collection and disposition of Union membership cards or other Union membership application/authorization documents submitted in an electronic format.

5.2 **Regular Receipt of Bargaining Lists**

Consistent with Article 2, Section 2.3.3 of this Agreement, the Union shall quarterly receive a list of all current employees covered by the Agreement. The Union may request one or more additional membership lists from the District between the identified quarterly production(s), but the Union agrees to use best efforts to minimize the number of additional membership requests submitted to District.

5.3 **COPE Checkoff**

If an employee voluntarily signs a checkoff form for SEIU, Local 1021'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 1021 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 their 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. After the probationary period ends, employees shall receive an annual Report of Performance. Employees receiving an overall rating of "competent" or "commendable" on their annual Report of Performance will be evaluated every two (2) years thereafter.

6.1.1.2 With the exception of police officers, probationary employees shall be evaluated at the end of the second and fourth months of employment. The final performance evaluation under probationary status will carry a recommendation regarding permanent status for the employee. Police officers shall serve a probationary period of not less than one year of paid service from their date of appointment to that full-time position, and hall be evaluated the fourth, eighth, and eleventh months. The final performance evaluation will carry a recommendation regarding permanent status for the employee (Education Code 88013).

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 signed by the evaluator and reviewing officer is to be given to the employee at this meeting and another copy is to be placed in the employee's personnel file. 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 their evaluation through administrative channels by submitting to the appropriate administrative officer a written notice within ten (10) workdays of the date of the review with the primary evaluator.

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.

6.1.7 A joint SEIU/District subcommittee shall meet starting immediately after ratification to determine revisions to the Report of Job Performance evaluation form to reflect regulatory changes requiring the inclusion of DEIA principles in community college evaluation processes per California Code of Regulations, outlined in Section 53602, to be completed as soon as administratively feasible.

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 their 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., for a 12-month employee, 195 working days including holidays, paid sick leave, vacation, and other paid absences or leaves); and

(b) the employee's report of performance evaluation must show an overall rating of "competent" or better. If the overall rating is less than "competent," the employee will be evaluated on an annual basis, and the evaluation will be accompanied by a work plan for improvement and documentation illustrating the basis of the problem for the identified items per section 6.1.2.1.

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 six (6) months or 130 days of paid service, whichever is longer. Full-time peace officers shall serve in a probationary status for a period not less than one year from their date of appointment to that full-time position (Education Code 88120). At designated times during the probationary period as described in section 6.1.1.2, the performance of the employee shall be reviewed by those having the responsibility for recommending permanent status.

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 negotiable effects of proposed changes prior to any implementation. SEIU shall identify any negotiable effects in its request to meet and confer.

6.4.2 *Employee Initiated - Lateral Transfer (non-LRPD employees)*
When a new vacancy occurs, the District will consider the lateral transfer of employees serving in the same job classification in the District.

6.4.2.1 When any SEIU position becomes vacant, the District shall notify unit members within the same job classification by email. Custodial vacancies will also be posted on work site bulletin boards, in the manner agreed between SEIU and the District, for not less than seven (7) working days at all work locations.

6.4.2.2 Any permanent employee in the same job classification may apply for a lateral transfer by completing an updated online application for the position by the closing of the job posting period. Criteria for transfer shall be based on experience, seniority, demonstrated job skills, and past evaluations on file which were made within thirty-six (36) months of the date of the transfer submission.

6.4.2.3 The District 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.

6.4.2.4 The qualified unit member(s) as identified in Section 6.4.2.3 will be guaranteed an interview by the college or location. Equal opportunity for advancement shall be extended to all

qualified employees of the District.

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

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) working 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. No administrative transfer shall be made arbitrarily, capriciously or for punitive reasons, or to avoid filling a vacant position with an employee who voluntarily applies for transfer or promotion. An administrative transfer is not disciplinary action.

6.4.3.1 *Appeal of Administrative Transfer*

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

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 period of six (6) months or one (1) year for a police officer. A unit member who has completed their probationary period

and is subsequently serving a conditional 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 position 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.

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 complete an application for the open position by the deadline indicated in the job posting.

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 promotional transfer/reassignment, they shall serve in a conditional probationary period (per section 6.5.1.2) 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 they 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 their 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 their 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 their last evaluation. An employee who has not completed their probationary period with the District will serve the remainder

of their 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 they have not completed their 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 is 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 1021, 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.

Along with placing an SEIU 1021 Represented Employee on administrative leave, or as soon as practicable, the District will notify the SEIU 1021 Representative Designee.

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 1021, 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, P-6912: 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 C for further information on above Board Policies and Regulations.)

6.9 **Reclassification**

6.9.1 The District agrees to comply with LRCCD Board 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 request for permanent reclassification initiated by the employee shall be submitted to the Reclassification Review Board on the Request for Reclassification form P-126 provided by the District. The supervisor will met with the employee within fifteen (15) workdays of receipt of the Request for Reclassification. In accordance with LRCCD Board Regulation R-6216, following review by the college or District Office as appropriate, the employee will be notified of the decision reached within thirty (30) workdays, with a copy to the employee's exclusive representative.

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

6.9.4 If a supervisor-initiated Request for Reclassification is denied by the college or District, the employee's exclusive representative may file an appeal of a rejected request with the Director of Classified Personnel Services for consideration at the next Reclassification Review Board meeting. In order to be scheduled, the appeal must be filed no later than thirty (30) workdays after receipt of the notice regarding classification determination and no later than ten (10) workdays prior to the next scheduled meeting of the Reclassification Review Board. If filed within thirty (30) workdays of the determination but less than ten (10) workdays prior to the next Reclassification Review Board meeting, then it shall be placed on the next Reclassification Review Board meeting agenda.

6.9.5 The District Reclassification Review Board shall consider any rejected requests for reclassification which have been appealed by the exclusive representative. The District Reclassification Review Board shall make a final determination.

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 their 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 their 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 their 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. A Union Representative may obtain copies of documents contained in the specific unit members personnel file. The District may charge 25 cents per page. 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 15-minute rest periods with breaks as follows (per the California Division of Labor Standards Enforcement code):

Hours of Work	Rest Breaks
0 - less than 3.5	0
3.5 – less than 6.0	1
6.0 – less than 10.0	2
10.0 – less than 14.0	3

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. Rest periods may not be used to extend an employee's lunch period nor may be used to adjust the starting or ending time of an employee's workday.

All members of the Los Rios Police Department, covered by this contract, may have their lunch period included within their assigned shifts with the approval of the immediate supervisor and the administrative officer (or designee). All members of the Los Rios Police Department, covered by this contract, who obtain such permission, shall not be guaranteed a duty-free lunch period.

ARTICLE 8 | Work Schedules and Overtime

8.1 **Work Schedules**

8.1.1 Upon notification of regular employment, the unit member will be given a schedule of his/her work year as defined in section 7.1.

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.

8.1.3 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 **Changes to Work Shifts**

8.2.1 Work shifts and/or changes thereto will be based upon reasonable District needs.

8.2.2 When a department manager decides that a shift change is necessary, the hours of the shift or workday will be posted for seven (7) calendar days at that campus. Only unit members in the department at the work location and in the same classification may request a reassignment . In determining which applicant shall be reassigned, 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 reassignment request is the responsibility of the employee.

8.2.3 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:

8.2.3.1 mutual agreement by the District and the involved employee(s); or

8.2.3.2 designation by the District of an employee who has less than three (3) full years with the District in the required job classification; or

8.2.3.3 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.

8.3 **Changes to Police Officer Work Shifts**

Police Officers and College Safety Officers shall bid for their respective shifts and locations in order of seniority, beginning with the most senior employee. Shift and location bidding will be conducted annually in November, with implementation on the first full week of January following the winter break. Less than full-time employees shall bid for less than full-time shifts based on seniority. When a new position becomes available before November, the employee with the most seniority in the same classification shall have preference.

For the purposes of shift bidding in this section, seniority is defined as the date

of hire in the classification.

District retains the right to determine final shifts. However, if the District does not follow strict seniority, Management shall justify in writing the specific business need, and the Union shall have the opportunity to request a meet and confer within ten (10) business days to ensure fairness.

8.4 **Overtime**

8.4.1 *Designation of Overtime*

8.4.1.1 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.

8.4.1.2 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.

8.4.1.3 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.

8.5 **Compensation for Overtime**

8.5.1 Overtime rates are paid commensurate with state and federal law. For example, employees working authorized overtime shall be paid at the rate of one and one-half (1½) times the employee's regular rate and employees required to work over twelve (12) hours in a day shall be paid at the rate of two (2) times the employee's regular 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.

8.5.2 *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.

8.5.2.1 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, except for College Police Officers.

8.5.2.1.1 For Police Officers and College Safety Officers, such compensatory time off shall be granted within the month the overtime was worked and shall be used no later than the August 31st following the month in which the overtime was worked. Compensatory time off (CTO) not used by August 31st will be paid. CTO earned in August will be either used or paid in that same month.

8.5.2.1.2 Such planned compensatory time off must be authorized in writing by the appropriate supervisor and first-level manager on forms provided by the District.

8.5.2.1.3 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.

8.5.2.2 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.

8.5.2.3 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.

8.6 **Assignment of Overtime**

8.6.1 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.

8.6.2 When circumstances permit, overtime shall be distributed as equitably as possible.

8.6.3 When an overtime opportunity exists as determined by the District, the assignment shall 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 an additional overtime assignment for a Police Officer or College Safety Officer (CSO) not be accepted by an Officer or CSO at that work site, the overtime assignment will be offered to all Police Officers or CSOs districtwide, respectively, following the rotational basis described above. Should any SEIU employee either accept or reject the assignment, their name will rotate to the bottom of the list.

ARTICLE 9 | Leaves With Pay

For leave reporting purposes under Article 9, reference to a day means an eight (8) hour day, or a pro-rata thereof if the employee works less than eight (8) hours in a given day. If the employee works an alternate work schedule, thereby working more than eight (8) hours in a given day, the word "day" is not intended to include the additional hours, except in the Articles related to Industrial Accident and Illness, Short-term Military Leave, Bereavement, Birth of Child, Critical Illness and Quarantine leaves. This definition is not intended to change the meaning of a 'calendar day.'

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, physical illness, pregnancy, or physical injury. Hereafter, "illness" includes mental health, mental illness, physical illness, and physical 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 they 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 their supervisor of the illness at least two (2) hours prior to the beginning of the assigned shifts. Except for Police Officers, 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 their shift. For notification of absence due to illness, Police Officers shall speak with Dispatch at least two (2) hours prior to the beginning of the assigned shift.

9.1.3.1 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) if the time off for illness qualifies as Other Sick Leave or Catastrophic Leave, the statement must include a diagnosis and be provided directly to District Employee Benefits or Human Resources, respectively; 2) 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. The employee must provide a copy of the physician's written statement (with the diagnosis information redacted) to the immediate supervisor.

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 or designee, nurse practitioner, surgeon, physician's assistant 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 Parental Leave or 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 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 to the District Employee Benefits office.

9.2.2 An employee may use up to thirty (30) days of accrued sick leave in the first year of birth for absences to care for their newborn child or the mother of their newborn child, less any days previously used for Personal Necessity (Ed. Code Code §88207.5). Whenever possible, the employee shall provide advance notice for use of this leave. When advance notice is not possible, the employee will notify their 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 thirty (30) days of accrued sick leave within the first year of legally adopting the child, less any days previously used for Personal Necessity, for the purpose of caring for the needs of the newly adopted child (Ed. Code §88207.5). Whenever possible, the employee shall provide advance notice for use of this leave. When advance notice is not possible, the employee will notify his or her supervisor within twenty- four (24) hours of the commencement of the leave.

9.2.4 *Parental Leave*

An employee who has worked for the District for 12 months may use up to 12 workweeks of sick leave for parental leave to bond with their newborn or newly adopted child. When an employee has exhausted all available sick leave and continues to be absent from his or her duties on account of parental leave, the employee shall be compensated no less than 50 percent of the employee's regular salary for the remaining portion of the 12-work week period on parental leave. This leave shall run concurrently with leave provided under the California Family Rights Act (Ed. Code §88196.1) and with leave provided in 9.2.2.

9.2.4.1 Parental leave means leave for the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption, foster care, or legal guardianship of the child by the employee (Ed. Code §88196.1 (f)).

9.2.4.2 In order to receive pay for the other 50% not covered by Parental Leave, an employee may use their available vacation time to remain in a full paid status.

9.2.5 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, or compensatory time off. An employee may use personal business or personal necessity, as appropriate.

9.4 Use of Accrued Sick Leave for Personal Necessity Reasons

9.4.1 Up to 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 or following a reproductive loss even, as defined by Government Code 12945.2, when leave beyond that allowed by bereavement leave is required;

b) accident involving the person or their 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); or

h) upon written request, if an employee or their immediate family member is subject to immigration action(s) that impacts their stay in the United States, the employee shall be eligible for Personal Necessity Leave in order to attend to immigration or citizenship status matters up to the annual amount included in Section 9.4.1. Immigration actions include but are not limited to revocation or

cancellation of DACA, Temporary Protected Status, or the denial or cancellation of asylum (including immigration protections afforded under the Violence Against Women Act).

Regular part-time employees earn a proportionate share of Personal Necessity leave which shall be determined by calculating a percentage of the number of hours worked part-time as it relates to a 40 hours per week, 12 months per year position. (Example: A regular employee working 30 hours per week, 10 months per year (.625 FTE), earns 35 hours per year.)

Medical and dental appointments of 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: parent, grandparent or grandchild of the employee or of the employee's spouse or domestic partner; step-parent, spouse, domestic partner, child, mother-in-law, father-in-law, son-in-law, step-son, daughter-in-law, step-daughter, sibling, brother-in-law, sister-in-law, aunt or uncle of the employee, child of domestic partner, sibling of domestic partner, and spouse of domestic partner's child.

9.4.2.1 Immediate family also includes a designated person of the employee, as defined by Government Code 12945.2. A designated person will be identified at the time the leave is requested and is limited to one person per 12-month period.

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 their immediate family.

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

9.4.3.3 Imminent danger to the home of the employee when the danger requires the attention of the employee during their 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 their 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 separation 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.

9.5.3 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 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 including Five-Month Law Leave, the absence will be charged against accrued vacation. The employee may take a loss of pay for such absences rather than vacation if approved by the Vice President of Administration or District Office Manager on the monthly Cumulative Absence Report.

9.8 Industrial Accident

9.8.1 Industrial accident is defined as an injury or illness supported by a physician's statement and qualifying as being work-connected under the Labor Code. The District maintains a combined self-insured and conventional insurance coverage for workers compensation for the benefit of the regular classified employee who sustains an injury or

illness in the performance of his or her job. Industrial accident is defined as an injury or illness 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 who have completed three (3) full years of District service shall be granted industrial accident absences with full pay for each accepted workers' compensation claim. Allowable leave shall not exceed sixty (60) working days for the same industrial accident. Allowable leave shall not be cumulative from year to year. When an industrial accident 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 industrial accident occurred.

9.8.2.2 Industrial accident absence shall commence on the first day the employee is absent from work and shall be reduced by one (1) day or partial day for each day of the employee's 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 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 *Availability During Industrial Accident Leave*

9.8.3.1 If the employee will be unavailable at his or her place of residence on any given day (24-hour period) during the industrial accident leave, he or she shall notify the immediate supervisor of a telephone number where the employee can be reached.

9.8.4 *Reporting Industrial Accident*

Employees are expected to exercise due care in performing their duties and to report all hazardous conditions to their immediate supervisor. Should an employee sustain an industrial accident on the job, the employee shall notify their immediate supervisor, and if not available,

notify the department manager, immediately or as soon as they are physically capable of doing so, and request that an industrial accident form be completed. It is the immediate supervisor's responsibility to ensure that an accident form is completed and forwarded to the administrative officer on the same day that the accident occurs so that a report may be filed with the District Office within twenty-four (24) hours of the time of the accident. If the employee is unable to report the accident, their family member or designated person should notify the supervisor.

9.8.4.1 Employees have a right to receive medical care at any of the District's designated occupational medical facilities, and to receive temporary disability indemnity, permanent disability indemnity, vocational rehabilitation services, and death benefits. The employee may predesignate their own personal physician by filing the "Predesignation of Personal Physician" form prior to any industrial accident. If an employee does not predesignate a physician, the physician from one of the District's designated occupational medical facilities 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 Leave*

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

9.8.5.1 The employee has reported the industrial accident to the appropriate supervisor as soon as possible after the employee became aware of the injury; 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 industrial accident is work-related.

9.8.6 *Use of Earned Sick Leave*

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

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

9.8.7 *Indemnity Checks*

During any period the employee is off work on industrial accident leave, eligible temporary disability checks will be paid to the District. The District, in turn, shall issue the employee an appropriate salary warrant for the payment of not more than his or her full salary and shall deduct normal retirement and other authorized contributions and deductions from such warrants.

9.8.8 *Employee Status During Industrial Accident Leave*

Periods of paid industrial accident 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 (see section 9.1.3.3 for definition of physician). 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 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 their 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, they shall be reemployed in the first vacancy in the classification of their 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 their proper seniority. If the employee refuses the offer of reemployment, he or she

shall be removed from the reemployment list and shall have no further rights of reemployment accorded an employee on the 39-month reemployment list.

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 submit a copy of their military pay stub to the Employee Benefits Department.

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. This is not applicable to any volunteer service.

9.10.2 The employee serving as a member of a jury will receive full pay from the District provided the person submits proof of jury service 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 or out of state. The employee will furnish the name of the deceased, the relationship to the employee, and the destination on their monthly absence report. For a reproductive loss event, the employee must include a physician's written statement verifying the reproductive loss.

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 their scope of employment (example: 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 they 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 (see Article 8.2.1,

Designation of Overtime). A minimum of two (2) hours overtime shall be paid.

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**

Any employee, including employees who work an alternate work schedule, may be granted the necessary time off, not to exceed two days (2) per fiscal year (16 hours or pro-rata for employees with less than a full time (1.00 FTE) assignment), to resolve personal matters which require attention, including self-care, 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. Regular part-time employees earn a proportionate share of Personal Business leave which shall be determined by calculating a percentage of the number of hours worked part- time as it relates to a 40 hours per week, 12 months per year position. (Example: A regular employee working 30 hours per week, 10 months per year (.625 FTE), earns 10 hours per year.

9.14 **Birth of Child**

One day of absence will be granted to an employee at the birth of their 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, 9.2.3 and 9.2.4 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 *Accrual with Less than Five (5) Years of Service*
Full-time regular classified employees with less than five (5) full years of employment earn vacation days at the rate of 1.25 working days per month or fifteen (15) working days each fiscal year.

9.17.1.2 *Accrual After Five (5) Years of Service*
Upon completion of five (5) full years of employment and continuing thereafter, all full-time regular classified employees will earn vacation days at the rate of 1.5 working days per month or eighteen (18) working days per fiscal year.

9.17.1.3 *Accrual After Ten (10) Years of Service*
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.

9.17.1.4 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 Employees may not be paid vacation pay for days they are not scheduled to work.

9.17.3.5 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. Employees who separate from service at the age of fifty-five (55) or older will have their earned and unused vacation paid into a Special Pay Plan as an employer contribution to a 403(b). Employees may withdraw these funds from the 403(b) plan immediately without incurring excise tax penalties. If payment to the Special Pay Plan exceeds the maximum annual limit, the employee shall be entitled to lump- sum compensation for the remaining balance.

9.17.4 *Scheduling Vacations*

9.17.4.1 Vacations must be approved in advance by the supervisor. 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 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 their 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 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 sixty (60) 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 sixty (60) 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.'

9.17.5 *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; Martin Luther King, Jr. Day; Lincoln Day; Washington Day; Memorial Day; Cesar Chavez Day; Juneteenth.

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 or Board Granted Days Off 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 their 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 their compensation in addition to the holiday pay would be sixteen (16) hours (2 x 8) at their 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 of those two days.

When a holiday falls on a non-workday (weekend) for a unit member, a regular workday will be scheduled as the in-lieu of holiday for that member. The in-lieu day should be reasonably close to the actual holiday. If the unit member works their in-lieu holiday, they shall be compensated as per 9.19.1 a).

When a holiday falls on a day that is an employee's normal day off (weekend), then the employee will be allowed an alternative day (in lieu) off as mutually agreed to by the supervisor and the employee. The day does not have to be the same week as the holiday but should be scheduled reasonably close. In the case of an employee who does not receive an alternative day off, then the employee is entitled to receive eight hours of holiday pay plus two times their regular hourly rate of pay for the holiday hours.

Regular Work Schedule is M-Fr, Monday Holiday

	Su	Mo	Tu	W	Th	Fr	Sa	Paid	Worked
Normal Work Week		8	8	8	8	8		40	40
Holiday off		H	8	8	8	8		40	32
Works Holiday*		8	8	8	8	8		56	40

* Employee reports 8 hours of double time for Monday.

Regular Work Schedule is Tu-Sa, Monday Holiday

	Su	Mo	Tu	W	Th	Fr	Sa	Paid	Worked
Normal Work Week			8	8	8	8	8	40	40
Gets Saturday off as in lieu			8	8	8	8	H	40	32
Does not get in lieu*			8	8	8	8	24	56	40

*Employee reports 8 hours of double time and 8 hours of straight time.

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 Illness or Injury Leave Program**

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

9.21.1 *Definitions*

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

9.21.1.1 *Catastrophic Illness or Injury*

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

9.21.1.2 *Eligible Employee*

An eligible employee is a permanent employee of the District who is not receiving benefits under the District's Industrial Accident and Illness Program and who is not eligible for or receiving benefits from the District's Disability Income Protection Program. To receive benefits from the Catastrophic Illness or Injury Leave Program, an eligible

employee must be vested in the Catastrophic Illness or Injury Leave Program, pursuant to Section 9.21.4.1, and not be in probationary status. An eligible employee is further defined as an employee who due to catastrophic illness or injury is in less than full pay status.

9.21.1.3 *Immediate Family*
The immediate family of an employee for the purposes of the Catastrophic Illness or Injury Leave Program is defined as: parent, child, step-child, grandparent or grandchild of the employee; spouse or domestic partner of the employee; child of the domestic partner of the employee; sibling of the employee; or legal dependent of the employee.

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

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

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

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

9.21.2.3 *Solicitation of Donations*

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

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

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

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

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

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

9.21.3.4 *Committee Limitation*

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

9.21.4 *Application for Catastrophic Illness or Injury Leave*

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

9.21.4.1 *Eligible Employee Vesting*

An eligible employee must be vested in the Catastrophic Illness or Injury Leave Program prior to receiving a Catastrophic Illness or Injury Leave. To be vested, an eligible employee must have donated a minimum of three (3) accrued, unused vacation hours within each cycle, as defined in Section 9.21, of the Catastrophic Illness or Injury Leave Program. The employee must be vested in the cycle of the Catastrophic Illness or Injury Leave Program in which they apply for a Catastrophic Illness or Injury Leave.

9.21.4.2 *Physician Statement Required*

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

9.21.4.3 *Length of Leave*

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

9.21.4.4 *Requirement to Exhaust All Eligible Paid Leaves*

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

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 immediate supervisor 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 immediate supervisor of his/her intent to return to work (or request the extension of the leave). Failure to notify the immediate supervisor 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 Leave**

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. 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.

10.7 **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 compensation improvements are stated in Appendix A 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 or designee 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 their 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 an overall rating of "competent" or better to receive a step increment for that year. If the overall rating of the performance evaluation is less than "competent", a performance evaluation will be required annually until the overall rating is "competent" or better.

11.4 **Longevity Increment**

11.4.1 Since its inception, each longevity increment has been compounding on the previous longevity increment, thereby compounding the amount received, as detailed below. A regular employee who has satisfactorily served as stated below will be awarded longevity increments and calculated using base salary, any applicable one-time salary improvements (Off Salary Schedule Pay) and compensation from Temporary or Out of Class Assignments.

11.4.1.1 After serving the District for ten (10) full years will receive a

longevity increment of four percent (4%).

11.4.1.2 An additional longevity increment of four percent (4%) after fifteen (15) years of service will also be provided and will be compounded on the 10-year adjusted salary (8.16%).

11.4.1.3 A third longevity increment of four percent (4%) will be paid to members of the bargaining unit after twenty (20) full years of service with the District and will be compounded on the 15-year adjusted salary (12.486%). Effective July 1, 2017, this longevity increment was added. Previous changes were effective July 1, 2014, this longevity increment was added at 2%.

11.4.1.4 A fourth longevity increment of four percent (4%) will be paid to members of the bargaining unit after twenty-five (25) full years of service with the District and will be compounded on the 20-year adjusted salary (16.986%). Effective July 1, 2017, this longevity increment was added. Previous changes were effective July 1, 2005, this longevity increment was added at 1%. Effective July 1, 2014, this longevity increment was removed. Effective July 1, 2015, this longevity increment was added at 2%.

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 their regularly assigned position including longevity, 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.

11.6.5 *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.

11.6.6 *Field Training Officer (FTO)*
While a Police Officer is assigned to FTO duties by the Chief of Police, they will be compensated one additional pay range. When a CSO has successfully completed a certified Peace Officer Standards & Training (POST) Field Training Officer Course and is assigned by the Chief of Police to train and evaluate trainees in accordance with department standards, they shall be compensated one additional pay range for the hours performing FTO duties.

11.7 **Special Salary Provisions**

11.7.1 *Shift Differential*

11.7.1.1 Unit members regularly and consistently working ten (10) or more hours of their regular weekly shift after 4:30 p.m. shall receive additional compensation equal to one (1) range shift differential. Additional compensation paid to the employee is equal to the difference between their current salary range and step and their current salary step but in the next higher salary range. For example, if an employee is currently paid at Range 20, Step 3, then the additional compensation is equal to the difference between Range 20, Step 3 and Range 21, Step 3.

11.7.1.2 Unit members regularly and consistently working ten (10) or more hours of their regular weekly shift between the hours of 12:30 a.m. and 5:00 a.m. shall receive additional compensation equal to two (2) range shift differentials. Additional compensation paid to the employee is equal to the difference between their current salary range and step and

their current salary step but in the salary range two levels higher. For example, if an employee is currently paid at Range 20, Step 3, then the additional compensation is equal to the difference between Range 20, Step 3 and Range 22, Step 3.

11.7.1.3 Unit members may only receive additional compensation under Section 11.7.1.1 or 11.7.1.2, but not both.

11.7.2 *Leads Dispatching Skilled Workers/Tradespersons*
Unit members who are in lead positions whose responsibilities include dispatching and coordinating the district's skilled workers or tradespersons to emergencies and/or call back responses shall be paid at one range above the established salary range for skilled lead positions.

The District agrees to conduct a job study within six months of contract ratification to review salary differentials for lead positions for trades.

11.7.2.1 To be eligible, the dispatching, coordination and assignment of staff to appropriate district locations for emergency calls or non- scheduled work (call-backs) occurs regularly and frequently during the year and during the lead person's non-working hours.

11.7.2.2 The participation in call-back activities and the related rotation or assignment of the call-back/emergencies among tradespersons, including the lead position of the trade, is not affected by this change in salary placement.

11.7.3 Permanent unit members promoting within a job description "series" shall maintain their current step placement that allows up to an eight percent (8%) increase in the new salary range.

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 Department of the overpayment as soon as it is discovered. When the District discovers the error, the Human Resources or Payroll Department shall notify the employee in writing of the nature of the overpayment and the amount owed. The employee will be provided options for repaying the amount due. Employees who do not respond to such request may have their debt referred to a collection agency.

11.9.2 Any amounts due the District and noted below will be deducted from future salary warrants:

11.9.2.1 when the overpayment is due to union dues or health premiums not being deducted in the prior month; or

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

11.9.2.3 when the overpayment is an adjustment related to military duty leave differential pay referenced in Article 9.9; or

11.9.2.4 when the overpayment is a statutory deduction (e.g. – CalSTRS, CalPERS, taxes, etc.).

11.9.3 If the employee terminates employment with the District, the remaining balance will be deducted in full from the final pay warrant, any retroactive salary schedule improvement payment and/or the payment for any outstanding vacation day accruals.

11.9.4 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 Department by the first of each month, unless other arrangements have been made.

11.9.5 Disputes regarding overpayments shall be subject to grievance procedures at Level III only.

11.9.6 In all cases, neither the District nor employee is precluded from pursuing legal methods of resolution of a dispute regarding the debt.

11.9.7 Nothing in this section shall preclude an employee from volunteering to repay the debt in larger increments.

11.10 **Salary Improvements for Related Education and Training**

The District and SEIU shall meet, if requested by either party by August 1st, each Spring of the contract to discuss possible options for the distribution of SEIU's proportionate share of available revenues defined per Appendix A of the Agreement. The options will include potential salary improvements for advanced education degrees and certificates that are relevant to an employees' current position. It is understood that the cost of funding annual step increments shall have first priority on such available funds.

ARTICLE 12 | Fringe Benefits & Insurance Programs

12.1 **Medical/Dental (Health) Insurance**

12.1.1 The District shall provide coverage for medical and dental insurance for members of the unit through plans recommended by the Insurance Review Committee (IRC) 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 and dental insurance coverage. Any change in the contribution will be agreed to by the District and SEIU prior to the annual open enrollment period each year for the coverage year starting July 1st. Should the premium rate structure for District medical 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 as described in Appendix A for medical and dental coverage for full-time unit shall be applied towards the premium cost of the selected plan to each participating unit member who has a regularly assigned work year of fifty (50%) or more of a full-time equivalent (FTE) position.

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

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

12.1.3.3 For each participating member whose regularly assigned work schedule is less than fifty percent (50%) of a full-time equivalent (FTE) position, the District contribution level shall be a proportionate amount of the maximum amount per section 12.1.3 above. For example, the District contribution level for a regular employee working ten hours per week for

ten months would be twenty one percent (21%), which is computed as follows:

10 hours/40 hours = 25%

10 months/12 months = 83%

25% x 83% = 20.8% of the maximum District contribution level.

12.1.3.4 Participating unit members who incur a loss of pay in which the time off is not covered under Five Month Law leave or State or Federal leaves, such as FMLA/CFRA, will receive a District contribution towards medical and dental benefits based on the number of paid hours compared to the number of full-time hours payable in that month.

12.1.3.5 At the time of separation from service, unit members will receive the District contribution level for medical and dental coverage if in paid status or covered under Five Month Leave, or State or Federal leaves such as FMLA/CFRA, for at least 50% of the full-time hours payable in that month. Participating unit members who are in paid status for less than 50% of the payable full-time hours of the last month worked will receive a proportionate share of the District contribution based on the number of hours the employee is in paid status or covered under Five Month Law leave, or State or Federal leaves such as FMLA/CFRA, compared to the number of full-time hours payable in that month.

12.1.4 The District contribution for medical premiums will be made to the District's carriers. The carriers and medical plan options are reviewed annually by the Insurance Review Committee.

12.1.5 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.

12.1.6 Unit members who terminate employment 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 Appendix A for dental coverage shall be applied towards the premium cost of the District's 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.

Conversely, the District will allow a regular employee who is enrolled to disenroll in existing medical and/or dental insurance programs and other optional benefits when the employee realizes a reduction in District contribution due to a permanent decrease in hours of employment.

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. A Limited Use FSA is also provided which allows employees who have a Health Savings Account to fund eligible uncovered dental/vision expenses with pre-tax dollars.

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. SEIU shall participate in the selection of a new third party administrator through the District Insurance Review Committee, in the event there is a desire to replace our current vendor.

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, the Medical Expense FSA, or the Limited Use FSA.

12.5.4 Participation in the plan requires an annual election made at the time of

hire during the open enrollment period each year, or if the employee has a qualifying event.

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 for unit members who work fifty percent (50%) or more of full-time. For purposes of disability income coverage, fifty percent (50%) or more is based upon a minimum twenty (20) hours or more a week for a nine-, ten- or eleven-month unit member. Such coverage is generally defined as two- thirds of the unit member's monthly salary to a maximum of $12,000/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 paid leaves. 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 If any benefit, such as life insurance, can be continued but are not coordinated through COBRA, 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 subsidy toward COBRA 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 through COBRA at the employee's expense provided that the program or policy permits such participation. Payment arrangements for benefits continued through Los Rios must continue to 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.

12.7 **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.

12.10 **Health Care Benefit for Retirees**
To be eligible for retirement, the employee must have the equivalent of five years of full- time service with Los Rios, be vested in either CalSTRS or CalPERS and (a) be at least age fifty-five (55), or (b) between the ages of fifty (50) and fifty-five (55) and receiving disability income under the District's Disability Income Protection Plan immediately prior to retirement. Retirement from the District requires that the employee submit a request for retirement to Human Resources and receives approval of the request by the Chancellor, or designee.

12.10.1 The District shall make monthly contributions for regular members of the bargaining unit age 55 and over who have seven (7) full-time 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 retire from the District as defined above and who are age 55 and over and have fifteen (15) full-time prior years of service with the District at the time of retirement.

12.10.3 The current District contribution of up to $306 per month for eligible unit members shall be made toward the premium cost of medical insurance for the retiree only.

12.10.3.1 Dependents of retirees are eligible to participate in the District's plan, as long as the retiree is also a participant and may enroll at the same time as the retiree or during any open enrollment period. Enrolled dependents may continue to participate in the District plan following the retiree's death, but may not re-enter the plan if they dis-enroll after the retiree death.

12.10.4 Contributions shall be established by the Board of Trustees and shall be provided for the premium cost of medical insurance for the retiree only. 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). The maximum monthly contribution is the lesser of the amount determined by the Board, or the total combined health care and Medicare premiums for the individual retiree.

12.10.5 In order to receive the District contribution 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.

12.10.6 The monthly District contribution for health care benefits for the retiree shall be processed electronically utilizing the retiree's selected financial institution. If the retiree enrolls in a medical plan outside of the Los Rios plans, the retiree is eligible for monthly reimbursement of premiums up to the District contribution. If the retiree enrolls in a Los Rios medical plan, the premium owed will be reduced by the District contribution. If the premium is greater than the District contribution, a monthly withdrawal will be made from the retiree's bank account for the difference. If there are two or more failed transactions due to lack of funds, this will result in termination of coverage and the loss of the ability to be covered under a Los Rios plan, except as provided in 12.10.11. If the premium owed is less than the District contribution, the retiree will be eligible for reimbursement of other medical premiums such as Medicare Part B or D, provided proof/evidence of premium cost is

received.

12.10.6.1 Documentation for retirees with coverage outside the District's plans must be submitted annually verifying that the retiree is covered by health insurance and the monthly cost the retiree's insurance.

12.10.6.2 If the monthly contribution is stopped due to lack of proof/evidence of premium cost, a closed bank account, etc., the contribution will be restarted prospectively only.

12.10.7 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.

12.10.8 Employees who retire from the District as specified in 12.10 above, and who have the equivalent of ten (10) prior years of full-time service with the District at the time of retirement, may enroll in a retiree medical plan upon retirement even if they are not eligible for the District monthly contribution referenced in this Article.

12.10.9 Retirees may enroll or change plans at the time of retirement if allowed by the medical carriers. Once enrolled, retirees must participate continuously in the retiree group plan in order to remain in the selected District health plan, except as outlined in Articles 12.10.11.1, 12.10.11.2 and 12.10.11.3. The participating retiree will be provided the opportunity to change to a different District health plan during each annual open enrollment period.

12.10.10 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 if the retiree is eligible for the District contribution and incurs an out-of- pocket expense. Except as outlined in Articles 12.10.11.1, 12.10.11.2 and 12.10.11.3, 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.

12.10.10.1 Retirees who retire before the age of sixty-five (65) may choose a health plan other than a District health plan either at the time of retirement or during retirement without forfeiting their ability to enroll in a District health plan upon turning sixty-five (65).

12.10.10.2 The retiree must elect a District Health Plan upon turning sixty-five (65), or otherwise becoming eligible for Medicare. If such enrollment paperwork is not received in Employee Benefits within the 7-month window of turning sixty-five (65), the retiree will not be able to enroll at a later date. The 7-month window coincides with the Medicare enrollment window and includes the three months prior to turning sixty-five (65), the month of turning sixty-five (65), and the three months after turning sixty-five (65). Enrollment in the Los Rios plan must coincide with enrollment in MediCare. The retiree must provide evidence they are enrolled in Medicare Parts A and B. The retiree must provide evidence of continued coverage from the date of retirement, or cancellation of the Los Rios coverage, to the age of sixty-five (65), as well as provide evidence of enrollment in Medicare, to enroll in a District health plan. It is the retiree's responsibility to monitor this and contact the Los Rios Employee Benefits department and submit required paperwork within the timeline allowed.

12.10.10.3 Los Rios retirees who do not qualify for the District contribution have the same rights outlined above in Articles 12.10.11.1 and 12.10.11.2.

12.10.10.4 Article 12.10.11 is intended to apply to retirees who become Medicare eligible for a health-related, or any other, reason prior to turning age sixty-five (65). The same requirements apply as stated in Article 12.10.11.2.

12.10.10.5 The District may offer a group dental insurance plan to retirees. The District contribution for retiree medical cannot be used toward dental premiums.

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.

The District shall provide an additional $450,000 of term Accidental

Death and Dismemberment coverage for regular sworn police officers through plans recommended by the District Insurance Review Committee and adopted by the District.

12.11.2.1 *Safety CalPERS Study*

The District shall request from CalPERS up to three (3) actuarial studies for safety retirement benefit packages no later than January 1,2022, and upon receipt shall promptly meet with SEIU to discuss those studies. Upon completion of the study the district will meet with SEIU executive board and discuss.

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 Immediately report conditions deemed to be unsafe or hazardous or which represent a danger to health and safety to the immediate supervisor or manager.

13.1.1 As part of the Joint Labor Management Committee, the District agrees to hire an outside firm within six (6) months of contract ratification to conduct a comprehensive workload study of facilities maintenance, grounds, and custodial classifications. The study shall include a safety and training needs assessment. The study shall be completed within six (6) months.

13.2 **Illness/Injury Prevention Plan**

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

13.3 **Resolving Disputes**

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

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

College Campus - Vice President of Administration or designee
Facilities Management/District Office – Associate Vice Chancellor, Facilities Management or designee; Chief of Police or designee; Director of General Services or designee.

13.3.2 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. If they find the decision unsatisfactory,

an employee may report the incident to the location safety committee, if applicable; monthly Facilities Management safety meeting; or Joint Labor Management meeting. The matter will be reviewed at a regularly scheduled meeting.

13.4 **Location Safety Committees**

13.4.1 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.

13.4.2 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.

13.4.3 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.

13.4.4 *Safety Complaint Form*
The District will provide a safety complaint form; so that when alleged safety hazards exist a formal complaint may be filed. The Employee Safety Information Form can be found on the LRCCD website, or an employee may call the Safety Hotline at 916-286-3600.

13.4.5 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.

13.5 **District Safety Committee**

The District manager who has overall responsibility for the District's health and safety program will coordinate the District-wide Safety Committee. At a minimum, the operations manager from each campus, FM and DO are represented on this committee, to review safety experiences, injuries, incidents, safety concerns, training and procedures designed to combat unsafe and/or unhealthy practices and increase safety consciousness. The committee will meet at least twice a year and minute are taken, distributed, and available upon request.

13.6 **District Appeals Committee**

13.6.1 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.

13.6.2 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.

13.7 **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. No employee will be expected to perform work without the required safety equipment.

13.8 **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.

13.9 **Training Information**

The District and Service Employees International Union, Local 1021, 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.

13.10 Employees assigned to clean up homeless encampments shall receive training beforehand.

13.11 Employees with occupational exposure to bloodborne pathogens (including, but not limited to, exposure to needles, bodily fluids, and feces) shall receive at least one (1) hour of in-person training once per calendar year for proper handling and exposure risks.

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] or Appropriate Vice Chancellor (or designee) [District Office/Facilities Management/District Police Department]*
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. They 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 **Employee Uniform – Purpose**

In recognition of the need to present a professional image to the public and staff, as well as providing an enhanced level of safety and security, the Los Rios Community College District and Service Employee International Union Local 1021 agree that an appropriate uniform for all members would help to serve this purpose. The following provisions shall apply to all SEIU members, with the exclusion of Los Rios Police Department (LRPD) members that have separate standards detailed in section 15.2. Uniforms shall not be worn for any activity other than work for the District. Police Department employees shall follow all uniform regulations as defined in the Los Rios Community College Police Department Manual, Policy 1023.

15.2 **Police Department 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.

15.2.1.1 Uniforms will be easily identifiable as a Police Officer uniform.

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

<u>Class A uniform items:</u>

1. One pair navy pants
2. One navy long sleeve shirt
3. Navy blue uniform tie
4. Silver tie bar
5. Dress uniform hat

<u>Class B uniform items</u>:

1. One pair B-class PDU pants
2. One PDU B-class short sleeve shirt
3. One PDU B-class long sleeve shirt

Class C uniform items:

1. Three long sleeve polo shirts
2. Three short sleeve polo shirts
3. Three pairs tactical pants

Other uniform items:

1. One uniform jacket
2. Two silver name tags (one for uniform shirt, one for uniform jacket)
3. One pair of leather uniform shoes
4. One hat/cap
5. Leather or neoprene type tactical gloves

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 department standard issue firearm and holster
2. One duty belt and one retention belt
3. One key holder
4. Four belt keepers
5. One leather handcuff case
6. One pair of handcuffs
7. One CPR kit with nylon case
8. One rechargeable flashlight with AC charger and ring holder
9. One mace/pepper spray and holder
10. One collapsible baton and holder
11. Ballistic vest with two carriers (one concealed and one outer)
12. Raingear
13. Patrol bag
14. Posse box
15. Citation book holder
16. Traffic safety vest
17. Weapon light

15.2.2.1 *Police Uniform Jacket*

The District agrees to provide one (1) uniform jacket to each sworn officer every two (2) years, if needed. A uniform jacket being replaced must be turned in to the supervisor. If the supervisor deems the item is not sufficiently worn, or of other use to the department, to warrant replacement, the item will be returned to the officer and not authorized for replacement. Jacket specifications are to be determined by the District.

15.2.2.2 *Police Uniform Allowance*

The District agrees to provide a regular uniform allowance of $775 for each fiscal year after the first year for all Police Officers and College Police Detectives. Those who have completed their probationary period within a given fiscal year shall receive a pro-rated amount of the annual uniform allowance for the remainder of the fiscal year. The pro-rated allowance will be a proportionate share of the uniform allowance based upon the number of months remaining from the end of probation to July 1st in relation to twelve months. Uniform items being replaced must be turned in to the supervisor. If the supervisor deems the item is not sufficiently worn, or of other use to the department, to warrant replacement, the item will be returned to the officer and not authorized for replacement.

Employees will be provided their uniform allowance biannually each year, to be included in their June and December paychecks.

15.2.2.2.1 <u>Bike Patrol Uniforms</u>

For those Police Officers that have successfully completed department approved 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 (current value $500).

1. Two uniform bike shorts
2. Two 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)
6. Bicycle patrol rain gear (upon request and with

supervisor approval)

15.2.3 The uniform and equipment for each College Safety Officer will be designated by the District and replaced as needed by the District utilizing any District-approved vendor, subject to supervisor approval. Upon termination of employment, uniform items will be returned to the District. Prior to their starting date, each College Safety Officer will be provided with the following, subject to change based on operational needs:

Uniform items (current value $1,000):

1. Three tactical uniform pants
2. Three long-sleeve uniform shirts
3. Three short-sleeve uniform shirts
4. One uniform jacket
5. One uniform tie
6. Two name tags (one silver for uniform shirt, one embroidered for uniform jacket)
7. One pair of leather uniform footwear
8. One hat/cap
9. Leather or neoprene type tactical gloves

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 CPR kit with nylon case
2. One rechargeable flashlight with AC charger and ring holder
3. Ballistic vest with two carriers
4. Raingear
5. Traffic safety vest
6. Glove pouch
7. One duty belt and one retention belt
8. One key holder
9. Four belt keepers
10. One mace/pepper spray and holder (if certified)
11. Patrol bag

15.2.4 *Ballistic Vest*

The District will provide one custom fitted ballistic vest for each Police Officer, College Police Detective, and College Safety Officer. District provided ballistic vests shall be worn at all times during the work day, unless under special circumstances as outlined in the Los Rios Community College Police Department Manual. Employees shall not be required to wear the ballistic vest when medical verification, in writing, is provided by a physician to the District.

15.2.5 *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 and 15.2.3 (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 **Other Uniforms (non-LRPD)**

This section shall not apply to members of the Police Unit.

15.3.1 *Shirt Colors*

Unit members exclusive of police officers will wear uniform shirts in colors by classification: painters will wear white shirts, campus-based staff will wear light blue shirts and facilities management staff will wear tan or khaki colored shirts. Approved colors may be adjusted by agreement of SEIU and Management.

15.3.2 *Shirt Options*

Uniform shirts shall be in professional styles such as long/short sleeve button shirts with or without pockets or polo style shirts. Tee shirts will not be permitted to be worn as a uniform shirt at any time. The District will provide gender specific shirts or blouses as requested. Logos can be applied to uniform shirts to indicate the campus or department assigned.

15.3.3 *Outer Layers*

Unit members shall have the option to wear an outer layer over uniform shirts. The outer layer options to be issued shall include a hooded sweatshirt, a vest, and a jacket. The outer layer uniform options shall be navy blue in color.

15.3.4 *Shorts*

Those employees who choose to wear shorts will select "work style" shorts that must be knee length with a hem on the leg. Spandex, cut offs, sweat pants, jogging or athletic style shorts are prohibited. Shorts must

be a solid color such as blue, black, white, green, or brown. Bright neon color, plaid, and tie-dyed shorts are prohibited.

15.3.4.1 To ensure safety, Facilities Management employees will not be permitted to wear shorts when performing hazardous tasks such as grinding or welding. Shorts will not be worn in shop areas during construction or fabricating nor in a boiler room or other mechanical spaces. The immediate supervisor or site manager reserves the right to disallow wearing of shorts in a particular situation if they determine that it is likely to result in an injury.

15.3.5 *Footwear Allowance*

For the term of this agreement only, each employee shall receive two hundred dollars ($200) for boots annually on July's pay warrant. The footwear allowance will be funded by SEIU's one-time bucket reserves, as available. Should insufficient reserve funds be available in any year for all applicable members to receive the footwear allowance, the allowance shall be suspended for that year. The footwear allowance shall not be prorated for any new employees starting work after the July pay warrant is issued.

15.3.6 *Uniform Allocation and Replacement*

15.3.6.1 Members, with the exception of those subject to 15.3.6.3, shall be provided the following uniform items, consistent with subsection 15.3.6.2:

1. Up to six (6) shirts of any style referenced in subsection 15.3.2;
2. Up to a maximum of two (2) outer layers of any style referenced in subsection 15.3.3, only one (1) of which may be a jacket;
3. Three (3) shorts, if requested; and
4. Seven (7) coveralls with laundering provided if assigned to chemical application groundskeeping duties.

15.3.6.2 Annually, the uniform items may be replaced if damaged or in disrepair. Uniform items needing replacement must be presented to the supervisor for replacement approval. The item being replaced shall then be surrendered to the supervisor in exchange for the new item at the time of delivery to the employee. If the supervisor deems the item is not sufficiently worn, or of other use to the department, to warrant replacement, the item will be returned to the employee and not authorized for

replacement.

15.3.6.3 Members assigned to the Transportation Department shall be issued the following uniform items with weekly laundering provided:

1. Eleven (11) shirts;
2. Eleven (11) pants; and
3. Two (2) jackets.

15.3.6.4 All new or transferred employees shall have their uniform order placed within thirty (30) days.

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. This includes, but is not limited to, dentures, hearing aids, glasses, and watches.

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 classified work and afford the Union an opportunity to negotiate how the resulting impact could 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.

16.1.4 *Use of Police Officers at Community Based Events*
When community based events, which require police services are to be held on District property, such service will be offered first to unit members of the police department, except as allowed under 16.1.4.2, 16.1.4.3 and 16.1.4.6.

16.1.4.1 The Los Rios Police Department Chief of Police, or designee,

will determine the type and numbers of resources required for individual community based events in collaboration with the affected campus administration.

16.1.4.2 Unit members identified to work in community based events, in compliance with Article 8.4, will not work during hours that conflict with their normal work schedule. Members will not be permitted to work more than fifteen (15) hours per week of overtime, without special permission from their Captain, to provide them adequate rest time before their next regular work period.

16.1.4.3 Public Schools/Districts with security staff available as part of their normal work week (non-overtime) may provide a portion of the security requirement for the event, with prior approval by the Los Rios Police Department Chief of Police, or designee. Generally no more than three (3) security staff of the participating schools will be allowed to staff the event; however, in special circumstances this number may be increased with approval of the Los Rios Police Department Chief of Police, or designee. SEIU will be informed of any circumstances exceeding the general "rule of 3" prior to the event.

16.1.4.4 In all circumstances, including where outside security staff are utilized for the event (as allowed under 16.1.4.3 and 16.1.4.5), the Los Rios Police Department shall maintain command of the event, except in situations where a unified command is necessary and the District's Memorandum of Understanding/articulation agreements with other police agencies takes precedence.

16.1.4.5 In those instances when an insufficient number of unit members are available to serve in a community based event, the Los Rios Police Department Chief of Police, or designee, in collaboration with the affected campus administration, may use other agencies in accordance with Article 16.1.

16.1.4.6 This Article, 16.1.4 (inclusive), shall not apply to agreements entered into prior to 12/1/11 that may have other requirements.

16.2. **Professional Growth**

16.2.1 The District will reimburse enrollment fees and cost of books, not to

exceed $1,200 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. The employee must submit the appropriate receipt and grade report or transcript with the request for reimbursement within three (3) months of conclusion of the class.

16.2.2 The District will reimburse tuition fees up to $900 per Los Rios fiscal year, not to exceed a lifetime maximum of $1,800, 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 appropriate Administrative Officer, 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 Description Study**

SEIU and the District shall meet to review and discuss a select job family in accordance with the following:

16.4.1 *Joint Job Description Study Committee*

SEIU and the District shall each select three (3) representatives to serve on the Joint Job Description Study Committee. The committee shall meet at mutually agreed upon times. Committee members will be provided reasonable 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 description study shall include an internal review of every job description within the SEIU bargaining unit. 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 description 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. If a consensus is reached by the committee, recommendations will be developed regarding job descriptions. In the event of a dispute, both parties shall work together in good faith to resolve any disputes regarding job descriptions. Until resolution, the job description will maintain status quo.

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 1021, 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 1021, staff member may attend and participate fully in the deliberations of the Reclassification Review Board. However, the SEIU, Local 1021, staff member shall not be a voting member of the Reclassification Review Board.

16.5.4 Catastrophic Illness or Injury Committee
An employee who is a member of the SEIU bargaining unit shall be appointed to serve on the Catastrophic Illness or Injury Committee in accordance with Article 9, Section 9.21.3.

16.6 **Journey Level Employee Status**
It is in the interest of both the District and SEIU, Local 1021, 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.

16.8 The District agrees to support SEIU by participating in salary surveys and/or compensation studies as appropriate. The parties understand and acknowledge that salary and compensation issues are annually addressed through budget discussions and by funds available to SEIU through the unit's proportionate share of available revenues as defined in Appendix A of the collective bargaining agreement. The District agrees to provide data, including internal salary survey information, to SEIU and to meet with SEIU representatives as needed to inform SEIU priorities as unit resources become available.

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. (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, 2025; shall be binding upon the Board, the Union and their members; and shall remain in full force and effect through June 30, 2028. 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.

APPENDIX A | Salary & Benefits

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:

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.

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.

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

4) "Contract year" consists of the fiscal years 2025-26, 2026-27, 2027-28.

5) Any reference to prior year refers to the fiscal year preceding one of the contract years stated above.

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

A.1.1 *Base Revenues (Basic Allocation plus Base Full-Time Equivalent Students; funded by State General Apportionment, Property Taxes, Education Protection Account (EPA) and Student Enrollment Fees)*
The base amount for the contract year is the revenue level recognized in the prior fiscal year that was used for retroactive salary improvement calculations for that year including any prior year Cost of Living Adjustments (COLA), and prior year Growth Funds and reduced by any State deficit, which may be applied retroactively. Base revenues are generally considered continuing funds and shall be used to fund continuing salary and benefit costs applicable to SEIU unit members.

A.1.2 *COLA*
New or increased revenues above the base amount are generally derived

from two primary sources: 1) Cost of Living Adjustments (COLA); and 2) Growth Funds. The determination, availability, and distribution of the bargaining units proportionate share of new or increased revenues due to the COLA factor applied to Base Revenue is dependent upon the final adoption of the State budget and the reliability of receiving such entitlements. An initial salary schedule improvement may be 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) and subject to the use of such funds as provided in section A.2.

A.1.3 *Growth Funds*

After providing for specified costs associated with student growth, as described in Attachment 1, net Growth funds are considered "continuous" funds and are proportionately allocated to the unit. Growth funds are attributed to either an increase in funded Full-Time Equivalent Students (FTES) or an increase in the District's Basic Allocation

A.1.3.1 *Cost Reduction*

As described in Attachment 1, any cost savings which were previously funded from student growth funds shall be included in the calculation of net available Growth Funds.

A.1.4 *Lottery Revenue*

The initial 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.

In 2014-15 the base amount for unrestricted Lottery revenue was increased by
$2.6M to a new established base of $5.9M. Eighty percent (80%), which is $2.08M of the increase, was considered a continuing resource and the proportionate amount of such funds was provided to SEIU through the proportionate share calculation as a continuing resource.

Lottery revenues below the base amount of $5.9M shall reduce available continuing funds.

Any revenue received above the established base of $5.9M is considered one- time- only revenue and the proportionate amount of eighty percent (80%) of such funds provided to SEIU as a non-continuing resource.

A.1.5 *State Mandates*

Mandate Block Grant is unrestricted funding provided to districts that elect to receive a block grant in lieu of filing claims seeking

reimbursement for mandated activities for a specific fiscal year. If the State budget includes mandate block grant funding during the contract year and the District elects to receive the block grant in lieu of filing a claim, eighty percent (80%) of that amount will be allocated to the compensation calculation to be distributed to the SEIU unit based upon its proportionate share. Due to the consistent receipt of these funds, in the 2023-24 fiscal year, this resource was reclassified from one-time only funding to continuing funding.

A.1.6 *District Contribution Reduction*
Should the District contribution for medical and dental coverage be reduced in a contract year 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.1.6.1 The amount of funds attributed to any premium reduction in a contract year shall be distributed to unit members in combination with any Growth funds.

A.1.7 *Salary Savings (Decrements)*
Any net salary savings after replacement costs are considered resulting from unit member retirements or resignations will be included as a resource for the unit. Replacement cost is typically step one (1) for the vacated position but can be higher if the person hired to fill the vacated position is placed at a higher step. Savings for a position that is not filled within the year of vacancy will be calculated based upon the step 1 value for that position's classification. Net salary savings may be used to:

A.1.7.1 Address the unit's proportionate share of any reductions in Base revenues below the defined base, and

A.1.7.2 Remaining salary savings shall be available to the unit as another source of revenue.

A.1.8 *State Revenue Recalculations*
Should Base, COLA, Growth or Lottery revenues be increased or reduced as a result of retroactive calculations performed by the State Chancellor's Office (February of the following year. Recalculation for prior year revenues or other state computations), such revenue adjustments for prior year shall be applied to current year revenue computations as per Section A.1.

A.1.9 *Carryforward of Funds from Prior Years*
Should the Unit and the District agree to defer either continuing or one-time funds from a prior year calculation such funds will be combined with other available resources for the following contract year.

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

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

A.2.1 The cost of step increments for a contract year for SEIU members and any prior year step increment or other costs which were not adequately funded from prior years' continuing funds; then

A.2.2 Any increased District cost of providing disability insurance coverage, unemployment insurance coverage, or other increased payroll-related benefits to unit members in a contract year; then

A.2.3 The increased cost over the prior year level of providing the District contribution for medical coverage up to the amount agreed to per Article 12.1.2.

A.2.3.1 For 2025-26, the maximum District contribution amount is currently established at $1,410.00 per month (12 month basis). The contribution level is only made up to the premium level for the plan selected.

A.2.3.1.1 The District may contribute to a Health Savings Account (H.S.A.) for regular employees who select a high deductible health plan. The maximum contribution level is dependent upon single or family coverage. The contribution will remain in effect for the contract term unless the HDHP is discontinued or as long as the HDHP premium plus the H.S.A. contribution is less than or equal to the District contribution.

A.2.4 The increased cost in a contract year, if any, for increasing the prior year District contribution for monthly dental premium up to the contract year monthly premium amount. For 2025-26, the District contribution level is currently established at $118.00 (12 month basis);

A.2.5 Premium increases above $4.25 per month per participant (guaranteed through December 31, 2026) for $50,000 in term life insurance and accidental death and dismemberment coverage.

A.2.6 Any increase in the annual cost of the additional shift differential/range provided to eligible unit members per Section 11.7; then,

A.2.7 Remaining funds shall be used to compute the salary and payroll-related fringe benefit improvements on an annual basis for the current year and shall be effective for services rendered as of July 1, of the

current year, unless the District and the Unit agree to defer remaining funds, if any, to future years. The PERS rate to be used for determining continuing salary schedule improvements shall by the projected PERS rate for 2027-28 at the time of the calculation. 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. If no salary improvement has been advanced, then any retroactive salary payments for services rendered for the contract year will be paid as a one-time improvement for that year.

A. 2.7.1 The District and SEIU unit representatives will meet following the close of the District's financial records to review the calculation. Any continuing improvements from the remaining funds to either salary or benefits for unit members must be supported by continuing resources.

A.3 Any improvements in District contribution levels toward medical will be effective January 1 and dental premiums will be effective July 1, of the contract year.

A.4 The costs defined in Sections A.2 are considered continuing costs and require continuing funds (as defined in Sections A.1) in order to continue the funding support of such costs in succeeding fiscal years. Any of the above costs funded in a contract year from one-time-only revenues (as defined in Sections A.1) shall be considered one-time- only distributions/improvements for the contract year.

A.5 The District and SEIU shall meet, if requested by either party by February 1st, each Spring of the 2025-28 contract to discuss possible options for the redistribution of SEIU's proportionate share of available revenues defined per Appendix A of the 2025-28 Agreement.

A.5.1 It is understood that the cost of funding annual step increments shall have first priority on such available funds.

A.6 **Scheduled Distribution of Lottery Revenues**

The increase in funds attributable to lottery revenues above the base amount stated in Section A.1.4 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.6.1 If lottery revenues can be reasonably estimated at the time of processing any retroactive salary payments, 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.6.2 The District Office Business Services staff shall inform SEIU of the lottery amount received annually.

A.7 **Distribution of Available Resources**

The distribution of net resources as defined in A.2.7 shall be distributed no later than sixty (60) days after the final status of such funds is determined by the California Community Colleges Office, or the close of the District's fiscal year, whichever is later.

A.8 **Salary Savings (Other)**

A.8.1 Salary savings resulting from unclaimed Dependent Care Assistance Program or Flexible Spending Plan elections by SEIU unit members will revert to unit member who participated in the plan(s) per Internal Revenue Service code net of any costs associated with the plan administration.

A.9 **Other Unrestricted Funds**

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

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

A.10 **Excluded Revenue/Funding Sources**

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

A.11 **Ten Percent (10%) Limitation**

Should the contract year 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 the contract year.

A.11.1 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.12 **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. Business services representatives will provide copies

of any records upon the request of the designated representatives during their review of the records.

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 and this Appendix shall be provided to designated representatives of SEIU.

A.13 **Changes in Funding Formulas for Community Colleges**

Should the funding formula for community colleges change substantially which affects the application of the contract provisions, the above Sections A.1 to A.4 shall not apply. Such new unrestricted funding provisions shall be subject to further negotiation for the contract year.

A.14 **Reduction or Insufficient Defined Revenues**

Should the total of all defined revenue/resources for a contract year be less than or equal to the various specified base amounts stated section A.1 including all sub- sections, SEIU unit members' shall bear their proportionate share of such reduced or insufficient funding levels. SEIU's proportionate share reduction shall be based upon its share of eighty percent (80%) of Base, COLA, Growth and/or other revenue reductions.

A.14.1 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.14.2 If the District and SEIU cannot agree on a plan for implementing SEIU's proportionate share of defined revenue reductions, the District may implement the reduction in accordance with items outlined in A.14.1. Any implemented reductions form the base for the succeeding years.

A.15 **Cost and Salary Savings**

Any cost savings realized per the calculation specified in Attachment 1 and salary savings (decrements) as defined in A.1.7 will offset either the overall reduction in resources or the unit's specific costs for that year.

A.16 **Layoff Provision**

No unit member will be laid off for fiscal reasons during the contract year if all the following conditions exist: 1) District revenues (Basic Allocation, COLA, and Growth provisions) for the contract year are maintained at the amount received in the prior year;
2) categorical funding remains at the same level for the contract year as the prior year; and 3) there are no operational deficits in the contract year for auxiliary services.

A.17 **Cost Advances**

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

A.18 **Off Salary Schedule Pay**

When a permanent salary improvement has not been provided within a fiscal year and a one-time improvement has been provided, the one-time improvement may be reported to CalPERS as Off Salary Schedule Pay for Classic CalPERS members, up to a maximum of 6% of base salary. If reported to CalPERS, the one-time improvement is applied over the previous fiscal year and calculated using an employee's base pay when services were rendered.

ATTACHMENT 1 | Calculation of Available Growth Revenues & Related Growth Cost

1. **Calculation of Available Growth Revenues**
Eighty percent (80%) of growth funds as defined in Appendix A received in a contract year shall be initially appropriated in the following manner:

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

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

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

1.1.2 The cost for the additional FTE will be based upon the standard adjunct cost for the contract year, except the standard adjunct cost for summer term instruction will not include health and welfare benefit costs. In computing the standard adjunct cost for the purposes of this calculation, the 2027-28 STRS rate of 19.10% for employer contribution will be used in place of the rate in effect for the contract year. This is done to set- aside the increased pension costs for these additional positions. The 2025-26 rate using the 2027-28 rates is $77,438 and

1) for 2025-26, the standard rate as determined by averaging the fall 2025 actual payments for adjunct and overload instructional assignments and the standard benefit rate for part-time instructional service as adjusted for the 2027-28 STRS rate; then

2) for 2026-27, the standard rate as determined by averaging the fall 2026 actual payments for adjunct and overload instructional assignments and the standard benefit rate for part-time instructional service as adjusted for the 2027-28 STRS rate; then

3) for 2027-28, the standard rate as determined by averaging the fall 2027 actual payments for adjunct and overload instructional assignments and the standard benefit rate for part-time instructional service as adjusted for the 2027-28 STRS rate.

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

1.3 The determination of actual staffing level utilized, increased contracted instruction costs and actual enrollment growth revenues received for the contract year shall be made no later than sixty (60) days following the close of the District's fiscal year-end. Potential state funding deficits may reduce expected growth revenue. The records maintained by the District Office Business Services Department shall be used to determine actual staffing levels.

1.4 The cost of additional counselors required to maintain a counselor/student ratio of 1:900. The cost will be based upon the average salary and fringe benefit annual contract cost in the contract year for adjunct and overload counselors using the 2027-28 STRS rate.

1.4.1 such positions shall be authorized as a continuing appropriation for the start of the following fiscal year; and

1.4.2 continuing growth funds committed for the additional authorized counseling positions and set aside for this purpose in the contract year shall be proportionately distributed to the unit on a one-time-only basis; then

1.5 The cost of additional full-time faculty required to be hired as specified in Title V provisions (faculty obligation number). The incremental salary and fringe benefits costs due to conversion of part-time instructional and counseling FTE to regular instructional and counseling positions and salary and benefit costs of other non-classroom faculty positions shall be funded from Growth funds. The 2025-26 rate for converted instructional FTE using the 2027-28 STRS employer rate is $44,876. The 2025-26 rate for new or re-authorized regular faculty positions (164 or 174 day), using

the increase pension rates is $115,595 or $122,645 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 determined annually and typically increases by salary schedule and fringe benefit improvements provided in 2025-26 through 2027-28, as applicable;

1.5.1 Continuing growth funds shall be committed for any positions authorized in the contract year and;

1.5.2 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. Any unused continuing growth funds set aside for this purpose in the contract year shall be proportionately distributed to the unit on a one-time-only basis; then

1.6 The salary and fringe benefit cost of additional classified positions which are needed as a result of District enrollment growth or new educational sites.

1.6.1 The maximum number of additional full-time equivalent (FTE) classified staff required due to enrollment growth shall be based upon the District's current growth factor percentage assigned by the state multiplied by the total classified FTE level authorized for the year. Authorized classified FTE includes White Collar, Blue Collar, Supervisory and Confidential positions funded with general purpose revenues. Classified positions (FTE) which are funded with categorical resources/revenues are excluded from this computation.

1.6.2 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

1.6.3 The additional classified FTE shall be in place no earlier than the spring semester of the contract year or July 1 of the succeeding year.

1.6.4 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.

1.6.5 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 at $125,000 per FTE, based on the average salary from the prior year 1% calculation and the 2027-28 PERS projected rate of 26.80%; and

1.6.6 Any unused continuing growth funds in the contract year shall be proportionately distributed to the unit on a one-time-only basis.

1.7 Additional administrative positions shall not be funded from growth funds.

1.8 The net Growth funds shall be proportionately allocated to SEIU in accordance with Appendix A.. The difference between the current employer contributions for STRS and PERS and the rates used in 1.1, 1.4, 1.5, and 1.6 shall be credited back as a one-time resource until required.

1.9 The cost savings or cost reductions related to those items listed below shall be calculated and applied as an additional source of funds. Items previously funded from growth revenues are:

1.9.1 Cost reductions associated with the actual instructional FTE utilized for the academic year based upon the average of the Fall/Spring third week instructional FTE level which is below the previous year's actual instructional staffing level. The standard 2025-26 part-time cost per FTE of $77,438, as defined per Section 1.1, shall be used to determine instructional cost savings, and

1.9.2 Cost reductions in the contract year attributed to the annual salary and fringe benefit cost due to a reduced number of full-time-equivalent (FTE) counselors required per the terms of the LRCFT contract. The previous year's required counseling FTE shall be used as a base to determine the net reduction in FTE for the current contract year. The standard 2025-26 counseling part-time cost per FTE (@174 days) using the increased pension rates is $109,430. Actual counselor staffing FTE levels above the required staffing level shall be used in the determination of cost if such levels are greater.

1.9.3 Any other cost reductions due to staffing changes (reduction) previously funded from growth funds as further described in Sections 1.1 to 1.6.

1.9.4 The total amount of cost savings as determined above shall be proportionately distributed to SEIU as per section 1.8.

1.10 Available Growth Revenue for 2026-27 and 2027-28 shall be determined in the same manner as the 2025-26 contract year except that:

1.10.1 The actual instructional staffing levels expressed in full-time equivalent (FTE) terms in either 2026-27 or 2027-28 compared to the actual FTE level of the previous year shall be determined for the particular contract year as well as the standard cost; and the actual cost for contract instruction for 2026-27 and 2027-28 compared to the cost charged in the previous year, and

1.10.2 The change in authorized levels for counseling, the conversion of part- time to regular FTE, and classified positions will be determined using the basis described for the 2025-26 year and the salary schedule and fringe benefit rates in effect for the 2026-27 and 2027-28 years.

APPENDIX B | 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.

APPENDIX C | Disciplinary Procedures, Policies & Regulations

Definitions P-6911

6900 EMPLOYEE DISCIPLINE
6910 Disciplinary Procedure

1.0 Definitions - These definitions shall apply to P-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.

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) 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;

1.1.12 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;

1.1.13 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;"

1.1.14 advocacy of overthrow of federal, state or local government by force, violence or other unlawful means;

1.1.15 violation of District policies or regulations; or

1.1.16 refusal to perform essential job functions due to a disability despite reasonable accommodation provided by the District.

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.

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.

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.

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.

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

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.