

AGREEMENT

BETWEEN

SONOMA COUNTY JUNIOR COLLEGE DISTRICT

AND

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)  
LOCAL 1021

JULY 1, 2014 – JUNE 30, 2017



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**DEFINITIONS**

**"Allocation"** is the placement of a class on a specific salary schedule range or rate.

**"Bumping Right"** is the right of a unit member, under certain conditions, to displace an unit member with less seniority in a class.

**"Class"** is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.

**"Classification"** is the act of placing a position in a class and shall be construed to mean that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a statement of the specific duties required to be performed in each such position, and the regular monthly salary range for each such position.

**"Demotion"** is a change in assignment of a unit member from a position in one (1) class to a position in another class that is allocated to a lower maximum salary rate.

**"Differential"** is a salary allowance in addition to the basic rate or schedule based upon additional skills, responsibilities or hours of employment.

**"Disciplinary Action"** Any action whereby a unit member is demoted, suspended, or dismissed, excluding a layoff for lack of work or lack of funds.

**"Minimum Qualifications"** are qualifications mandated for the position and which must be possessed by a unit member before he/she can be considered for employment in a specific class.

**"Notice"** Whenever notice is required under this Agreement, and no form of notice is otherwise designated, notice to the District shall be in writing to the Vice President of Human Resources, and notice to SEIU shall be in writing to the SEIU business agent.

**"Permanent Unit member"** is a regular unit member who successfully completes an initial probationary period.

**"Probationary Unit member"** is a regular unit member who will become permanent upon completion of a prescribed probationary period.

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**“Professional Expert”** In accordance with Education Code Section 88003, Professional Experts shall not be part of the classified service. Professional Experts are described as having some unique or greater education/experience than that required of employees in regular classified service, and that the work performed by Professional Experts is usually considered to be unique, or special, for a specific project.

**"Promotion"** is a change in the assignment of a unit member from one position in one (1) class to a vacant position in another class with a higher maximum salary rate and a higher grade.

**"Reallocation"** is a movement of an entire class from one (1) salary range or rate to another salary range or rate.

**"Reasonable Cause"** Relating to disciplinary actions against unit members means those grounds for discipline, or offences, enumerated in the law or in this article.

**"Reclassification"** is the change in class position as a result of increased/decreased level of duties and/or responsibilities.

**"Reemployment"** is the return to duty of an individual who has been placed on a reemployment list.

**"Substitute Unit member"** is an individual hired to perform the duties of a position in the temporary absence of the unit member who is regularly assigned to that position.

**"Salary Schedule"** is a series of salary steps and ranges which comprise the rates of pay for all classes.

**"Salary Step"** is one (1) of the salary levels within the range of rates for a class.

**“Short-term non-continuing (STNC) employee”** STNCs are employed to perform a service for the district, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. Before employing an STNC, the governing board, at a regularly scheduled board meeting, shall specify the service required to be performed by the employee pursuant to the definition of “classification” in (a) of Section 88001 of the California Ed Code, and shall certify the ending day of service. The ending date may be shortened or extended by the governing board, but shall not extend beyond 75 percent (195 days) of the school year.

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**“Student Employee”** Student employees may be assigned to clerical, technical, general labor or other duties related to the instructional or administrative functions of the college. They are not part of the Classified service. Assigning a student employee to perform the same scope of duties and responsibilities as a regular College employee is not permitted. Student employees must work under supervision of a permanent District employee. Student employees must be continuously enrolled as a part-time student at SRJC (6 units in the Fall/Spring and 3 units in the Summer).

**"Transfer"** A transfer is a move from one (1) work location or department to another work location or department in the District within the same job classification, or a job classification at the same, or lower salary range.

**"Unit member"** is any regular district classified employee, whether permanent, probationary, full-time, or part-time, who is not a temporary, substitute, short-term, student employee, or a member of the management team. (REF: PERB, "Certification of a Representative," Case No. SF-D-134, 22MAY85/Appendix D.)

**“Volunteer”** Volunteers may be assigned to clerical, technical, general labor or other duties related to the instructional or administrative functions of the college with no pay. Assigning a volunteer to perform the same scope of duties and responsibilities as a regular District employee is not permitted. Volunteers work under the direct supervision of a permanent District employee. Volunteers must complete a Volunteer Agreement form and submit to Human Resources.

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## **AGREEMENT**

THIS AGREEMENT, made and entered into on November 21, 2007 by and between SONOMA COUNTY JUNIOR COLLEGE DISTRICT, hereinafter referred to as “District”, and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021, hereinafter referred to as “SEIU”.

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**Article 1      RECOGNITION**

**§ 1.1**            The District hereby acknowledges that SEIU, Local 1021 is the exclusive bargaining representative for all classified employees holding those positions (excluding short-term, temporary and substitute employees) described in Appendix A, attached hereto and incorporated by reference as part of this Agreement. Newly created positions shall not be designated confidential, or supervisory or assigned to this bargaining unit without first discussing this issue with SEIU, Local 1021. If necessary, disputes shall be submitted to PERB for resolution. [REF: Public Employment Relations Board (PERB), Case No. SF-D-134, Dated May 22, 1985 – Certification of a Representative: Sonoma County Junior College District, Employer, and the Sonoma County Organization of Public/Private Employees (SCOPE), SEIU, Exclusive Representative.] See Appendix “D”

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## **Article 2     DISTRICT RIGHTS**

**§ 2.1**            It is understood and agreed that the District retains all of their powers and authority to direct and control to the full extent of the law. Included in but not limited to those duties and powers are the rights to: direct the work of its employees; determine the method, means and services to be provided; establish the educational philosophy and goals and objectives, insure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of the District operation; determine the curriculum; build, move or modify the facilities, develop and implement budget procedures; and determine the methods of raising revenue. In addition, the District retains the right to hire, assign, evaluate, promote, terminate and discipline employees, and to take any action on any matter in the event of any emergency.

**§ 2.2**            The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.

**§ 2.3**            The District will amend its written policies and procedures and take such other action by resolution or otherwise as may be necessary to give full force and effect to the provisions of this Agreement.

**§ 2.4**            The District will establish and implement administrative regulations which are consistent with all applicable local, state or federal laws.

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### **Article 3      ORGANIZATIONAL SECURITY**

#### **§ 3.1      Check Off**

**§ 3.1.1**      SEIU shall have the sole and exclusive right to have membership dues deducted for unit members in the bargaining unit by the District. The District shall, upon appropriate written authorization from any unit member, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, other plans or programs, which have been jointly approved by SEIU and the District. The District shall pay to the designated payee within a reasonable period of time the deduction of all sums.

#### **§ 3.2      Dues Deduction**

**§ 3.2.1**      The District shall deduct in accordance with the current SEIU dues schedule, dues from the wages of all unit members who are members of SEIU on the date of the execution of this Agreement, and who have submitted dues authorization forms to the District.

**§ 3.2.2**      The District shall deduct dues in accordance with the dues schedule, from wages of all unit members who, after the date of execution of this Agreement, become members of SEIU and submit to the District a dues authorization form.

#### **§ 3.2.3      COPE Deductions**

Unit members covered by this Agreement may voluntarily choose to authorize the District to make regular payroll deductions from their wages for the purpose of supporting candidates for federal, state and local office and for addressing political issues of public importance. Such deductions shall be regularly forwarded to the SEIU, Local 1021, Committee on Political Education (COPE) fund, together with a list of unit members authorizing them and the amount deducted for each unit member. The District will begin deductions on receipt of a signed COPE deduction card. Unit members may cancel authorization with thirty (30) days notice.

#### **§ 3.2.4      Notification of Agency Shop Implementation**

Subsequent to the ratification of this agreement, the union exercised its rights pursuant to Senate Bill 1960 implementing agency shop provisions. (See Appendix G)

**Article 3 ORGANIZATIONAL SECURITY (Continued)**

**§ 3.3 Maintenance of Membership**

**§ 3.3.1** Every unit member covered by this Agreement, who on the effective date of this Agreement is a member of SEIU, and each unit member covered by this Agreement who becomes a member after that day, shall maintain his/her membership in SEIU.

**§ 3.3.2** A unit member who is a member of SEIU shall have the right to terminate his/her membership within a period of thirty (30) days following the expiration of this Agreement.

**§ 3.3.3** SEIU shall indemnify, defend and hold District, Board Members, and unit members harmless from any claims made of any nature or any lawsuit instituted against the District, Board Members, and unit members arising from the District's actions pursuant to its obligations contained in this article. At District request, SEIU shall pay for the cost of legal representation to the District, for the attorney of the District's choice in any litigation contesting in any way the validity of the organizational security provisions of this Agreement and shall pay court costs and other expenses related thereto.

**§ 3.4 Non –Discrimination**

**§ 3.4.1** The Sonoma County Junior College District, in compliance with State Regulation, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Action of 1973, and the Americans with Disabilities Act of 1990, does not discriminate on the basis of race, religious creed, color, national origin, ancestry, ethnic group identification, physical disability, medical condition, genetic condition, marital status, sex, gender, gender identity, gender expression, genetic information, or sexual orientation in any of its policies, procedures or practices; nor does the District, in compliance with the Age Discrimination in Employment Act of 1975, discriminate against any employees or applicants for employment on the basis of their age.

Sonoma County Junior College District is an equal employment opportunity employer. The District is committed to following all applicable Federal and State laws, regulations, and Board policy and procedures affecting employment.

The Vice President of Human Resources or designee is responsible for administering the District's non-discrimination compliance procedures.

## **Article 4 EVALUATION AND PERSONNEL FILES**

### **§ 4.1 Evaluation**

**§ 4.1.1** Evaluations shall be a fair and impartial assessment of the unit member's job duties and performance of those duties.

**§ 4.1.2** The primary focus of the evaluation assessment is to be constructive rather than disciplinary.

**§ 4.1.3** The employee shall receive a copy of the supervisor's written evaluation at least two (2) working days prior to the performance evaluation meeting.

### **§ 4.2 Frequency**

**§ 4.2.1** New hires and unit members promoted shall serve a probationary period of six (6) months. They shall be evaluated at the end of their third (3rd) and fifth (5th) months of probationary service. The District and SEIU shall mutually agree on the evaluation form and format. If a probationary unit member's evaluation is less than satisfactory, the probationary period may be extended up to an additional six (6) months. (See Appendix C.1 for the Probationary Evaluation form.)

**§ 4.2.2** Permanent unit members shall be evaluated every three years during the months of March and April. The next regular evaluation cycle will occur in the months of March and April, 2019. The District and SEIU shall mutually agree on the evaluation form and format. (See Appendix C.2 for the Classified Regular Evaluation form.)

### **§ 4.3 Purpose**

**§ 4.3.1** Probationary unit member evaluations shall be used as the basis for determining whether or not the unit member shall attain permanent status with the District.

**§ 4.3.2** Permanent unit member evaluations shall serve as a means to allow the unit member to assess his/her job duties and performance, compare that assessment with the Supervisor's assessment, and, through constructive dialogue and setting of objectives, increase communications between the unit member and supervisor and assist the parties in maximizing the unit member's value to the District.

## **Article 4 EVALUATION AND PERSONNEL FILES (Continued)**

### **§ 4.4 Interim Evaluation**

**§ 4.4.1** The purpose of the interim evaluation is to provide an opportunity for supervisors to coach employees or for employees to request a formal plan in order to enhance specific areas of job performance. In the event that a supervisor has any concerns with an employee's overall job performance, or a particular area of job performance, an interim evaluation may be done at any time using the Classified Interim Evaluation form. (See Appendix C.3 for the Classified Interim Evaluation form.)

Prior to a supervisor performing an interim evaluation, a face-to-face meeting will be held with the employee regarding performance concerns.

### **§ 4.5 Performance Improvement Plan**

**§ 4.5.1** Evaluations with an overall performance appraisal of needs improvement or unsatisfactory shall require a Performance Improvement Plan.

**§ 4.5.2** Performance Improvement Plans are expected to contain the following components:

1. Statements of the performance or conduct that are unsatisfactory or that need improvement.
2. Statements of the expected performance or conduct.
3. Time period by which the changes in performance or conduct are to be made.
4. A follow-up/training plan, which may include the types of training or assistance provided to help the employee achieve the expected performance or conduct.

See Appendix C.5 for the Performance Improvement Plan form.

**§ 4.5.3** The supervisor will submit a Performance Improvement Plan Outcome Report to the employee at the completion of the time period prescribed for changes in the employee's performance or conduct. This time period shall not exceed one hundred eighty (180) days from the evaluation date. This report will indicate either:

1. Satisfactory completion.
2. Complete a new Performance Improvement Plan.
3. Unsatisfactory progress, move to the disciplinary process (serves as verbal notice for the disciplinary process).

A copy of this outcome report and the associated Performance Improvement Plan will be placed in the employee's personnel file. See Appendix C.6 for the Performance Improvement Plan Outcome Report form.



**Article 4      EVALUATION AND PERSONNEL FILES (Continued)**

**§ 4.6      Discussion**

**§ 4.6.1**      Each evaluation shall include face-to-face discussion between the unit member and the evaluator (Supervisor). Any negative comments shall be accompanied by specific recommendations for improvement and, where possible, provisions for assisting the unit member in implementing any recommendations made. The unit member shall have the right to attach a written response to any statement on the evaluation form prior to inclusion in the personnel file, within ten (10) days from meeting. The unit member's signature on the evaluation form does not necessarily indicate that he/she agrees with its content.

**§ 4.7      Appeal**

**§ 4.7.1**      In the event of a disagreement between the unit member and the evaluator, the unit member may appeal to the Vice President of Human Resources. The Vice President of Human Resources shall schedule a conference with the unit member and evaluator. Following the conference, the Vice President of Human Resources shall serve a written decision regarding the evaluation on the unit member and the evaluator. This decision shall be final.

**§ 4.8      Personnel Files**

**§ 4.8.1**      The personnel file of each unit member shall be maintained in the Human Resources Office.

**§ 4.8.2**      The unit member shall be provided with copies of any derogatory written material ten (10) work days before it is placed in the unit member's personnel file. The unit member shall be given an opportunity during normal working hours and without loss of pay to initial and date the material, and to prepare written response to such material. The written response shall be attached to the material and shall be reviewed by the Vice President of Human Resources before such material is placed in his/her personnel file.

**§ 4.8.3**      A unit member shall have the right, at a prearranged time, to review the personnel file, with the exception of the material that includes ratings, reports, or records which were obtained prior to the employment of the unit member involved. The review shall be made in the presence of an administrator or designee. Copies of materials desired by the unit member shall be furnished upon request.

**Article 4      EVALUATION AND PERSONNEL FILES (Continued)**

**§ 4.8      Personnel Files (Continued)**

**§ 4.8.4**      All personnel files shall be kept in confidence. Each file shall contain a log to be developed by the Vice President of Human Resources. The log shall be used by those with authorized access to personnel files for other than ministerial purpose (i.e., filing documents in the file) to record the date of access, the purpose of access, and whether any documents were copied or removed from the file. If the document is permanently removed from the file it shall be done with the knowledge and consent of the employee.

                The Vice President of Human Resources will consider employee's personnel file(s) as confidential information. All Federal and California State laws guaranteeing rights to privacy and confidentiality will be followed.

**§ 4.8.5**      No charge shall be made based upon events prior to the unit member becoming permanent or more than two (2) years prior to the filing of a statement of charges.

**§ 4.8.6**      Materials within the personnel file may be sealed by mutual agreement of the District and the unit member.

**§ 4.8.7**      The only section in this article that may be subject to the grievance procedure is Section 4.8, Personnel Files.

## **Article 5 ORGANIZATIONAL RIGHTS**

### **§ 5.1 Services Provided**

SEIU shall have the following rights in addition to the rights contained in any other part of this Agreement:

**§ 5.1.1** Use without charge of institutional bulletin boards, daily bulletin, mailboxes, and the use of the school mail and email system for the posting or transmission of information or notices concerning SEIU matters;

**§ 5.1.2** Access to unit members at their place of assignment when such access will not interfere with assigned duties of unit members;

**§ 5.1.3** Permission to use projectors, computers, servers, media and teleconferencing equipment, typewriters or school facilities, when not otherwise used for educational purposes, without charge for SEIU meetings, subject only to submission of the standard application for Civic Center permit in accordance with Board rules and regulations.

### **§ 5.2 Hire Date and Classification Roster**

**§ 5.2.1** District shall provide SEIU upon request a roster of all bargaining unit members every August and January which would include unit member name, hire date, grade and step placement, salary placement, job title, departmental assignment, job site, and percent of full time equivalency. A copy of the Human Resources Agenda, as adopted by the Board of Trustees, shall be forwarded to SEIU as soon as possible.

### **§ 5.3 Copies of Documents**

**§ 5.3.1** District shall provide SEIU with one (1) copy of the Annual Budget, two (2) copies of the Agenda and Minutes of all Board Meetings, and copies of other material relevant for SEIU to fulfill its duties and obligations as the exclusive representative of bargaining unit members covered by this Agreement.

**Article 5 ORGANIZATIONAL RIGHTS (Continued)**

**§ 5.4 SEIU Conferences**

**§ 5.4.1** District unit members shall be provided with a total of twenty-four (24) hours paid release time and a reasonable number of unpaid release hours at District discretion per fiscal year to attend SEIU conferences. Prior approval must be obtained for this release time from the unit member's supervisor and the Vice President of Human Resources.

**§ 5.5 Copies of Agreement**

**§ 5.5.1** District shall provide a copy of this Agreement, and any amendments thereto, to all bargaining team members, CEC members, and upon request, those employees who are not able to access an on-line version of the Agreement. SEIU shall pay for one-half of the expenses for printing the Agreement. SEIU and the District shall agree as to final format and where the contract shall be printed.

**§ 5.5.2** The District will regularly schedule orientation meetings for new employees. All new employees shall be required to attend the orientation. The employee will be compensated for attending the orientation.

The District shall notify SEIU of regularly scheduled orientation meetings, and allow a Union Steward to make a brief presentation. Alternatively, SEIU may produce a video and the District will make it available to new bargaining unit members.

**§ 5.6 Classified Executive Council**

**§ 5.6.1** The District recognizes the Classified Executive Council (CEC) as the governing body of the Santa Rosa Junior College Classified Chapter of SEIU, Local 1021.

**§ 5.6.2** Beginning with the academic year 2006-2007, the District will provide a total of 0.5 FTE of re-assigned time to the CEC President. Beginning July 1, 2006 SEIU will redirect 0.08% of the 0.48% in Article 7.1.3 of the 05/06 SEIU/District contract to provide SEIU's portion of the 0.5 FTE reassigned time, and the District will provide the remaining funds. In the event that the CEC President's position is less than 0.5 FTE, the remaining re-assigned time shall be distributed in a manner requested by the CEC. Notification of the designated classified staff member(s) and amount of re-assigned time shall be submitted to the District by July 1 of each year. Additional re-assigned time may be mutually agreed upon for special studies or projects.

**Article 5 ORGANIZATIONAL RIGHTS (Continued)**

**§ 5.6 Classified Executive Council (Continued)**

**§ 5.6.3** The District will provide the department of the designated classified staff member(s) identified in § 5.6.2 with the funding necessary to provide coverage for the 0.5 FTE of re-assigned time or in the amount needed to adequately offset the impact on the department of the re-assigned time.

**§ 5.6.4** In addition, one (1) hour per month of release time will be provided for members of the Classified Executive Council to attend business meetings. An additional two (2) hours for a total of three (3) hours per month of release time will be given to members of the Classified Executive Council who must commute from other District locations to the Santa Rosa Campus to attend business meetings.

**§ 5.7 Committee Assignments/Interview Committees**

**§ 5.7.1** The District recognizes and affirms the value of classified representation on District standing, ad-hoc, and interview committees, and will affirmatively encourage an atmosphere that provides classified employees with a reasonable opportunity to participate on District committees.

**§ 5.7.1.1** Whenever possible, participation will rotate inter- and intra-departmentally, encouraging more classified employees to participate in standing, ad-hoc and interview committees, and to minimize the impact of staff participation on any particular department.

**§ 5.7.2** One classified appointment per screening and selection committee shall be made by the Classified Senate President, or his/her designee.

**§ 5.7.2.1** All other Classified committee appointments shall be made by the Classified Executive Council President, or his/her designee.

**§ 5.7.2.2** Prior to appointment, the employees in the bargaining unit shall indicate in writing (or email) to their supervisor and to the individual who will be appointing him/her that she/he has discussed the appointment with his/her supervisor.

**§ 5.7.3** No Employee in the bargaining unit may serve on more than one (1) campus standing or ad-hoc committee, stand-alone task force or work group and one (1) screening and selection committee per semester. Exception to this provision must be granted in writing by the supervisor.

**Article 5 ORGANIZATIONAL RIGHTS (Continued)**

**§ 5.8 Ratification**

**§ 5.8.1** At a time to be mutually agreed upon by SEIU and the District, each bargaining unit member may have one (1) hour of release time for the purpose of attending a ratification session.

**§ 5.8.2** The employee will provide their immediate supervisor with written notification of absence. When possible, this notification will take place at least 24 hours prior to time of release.

**§ 5.9 Negotiations**

**§ 5.9.1** SEIU Negotiators (including the Vice President/Negotiator) will be provided release time, up to a maximum of 10 hours per month for negotiations prep-time. This release time is limited to the months within the current year's negotiations cycle, beginning in November for preparation.

**§ 5.10 Contractual Release Time**

**§ 5.10.1** Contractual release time is required to be documented on a Notice of Absence form (NOA) and submitted with supervisor's signature to Human Resources.

## **Article 6      HOURS OF EMPLOYMENT**

### **§ 6.1      Work Year Descriptions**

**§ 6.1.1**      This section is intended as clarification of work assignments of less than a full year duration.

**§ 6.1.2**      These day designations are intended to replace the nine (9), ten (10) and eleven (11)-month assignments. They were developed for the instructional year unit member by taking actual days of instruction minus final exams. The 217 and 238-day classifications were determined by computing 21.67 work days per month for each classification.

### **§ 6.2      Work Schedule A: Hourly Instructional Year Employee**

**§ 6.2.1**      This hourly position is intended as providing direct support for the instructional program. This work year category is intended to coincide with the teaching day calendar (161 to 171 days) and, depending upon the financial resources of the affected departments, may include any breaks in the instructional program, final exams or other non-instructional periods. All accrued in this class is intended to be paid annually.

**§ 6.2.2**      Notwithstanding the provisions of 6.2.1, and depending on the financial resources of the affected department, any additional work assignments such as equipment preparation prior to the instructional days, maintenance of equipment or other collateral responsibilities may, at the discretion of the affected department, require an additional Personnel Action Form (PAF) listing the specific intention and the additional days necessary for this classification of employee.

### **§ 6.3      Work Schedule B: (Formerly 10-Month Employee)**

**§ 6.3.1**      This yearly work calendar includes the teaching day calendar as well as preparation period prior to instruction, facility preparation, maintenance of equipment and the administration of final exams. It is intended that this 217-day classification of employee would receive normal holidays and vacation time as days off during their employment, as provided by contract.

## **Article 6      HOURS OF EMPLOYMENT (Continued)**

### **§ 6.4      Work Schedule C: (Formerly 11-Month Employee)**

**§ 6.4.1**      This category of 238-day unit member schedule would include all of the previously stated activities and period of employment. Additionally, this category would typically function in support of summer school programs as well. Additional activities could include clerical support for curriculum, long term facility and equipment maintenance, assistance with student registration and preparation for courses.

### **§ 6.5      Work Week**

**§ 6.5.1**      The work week shall consist of seven (7) consecutive days, pursuant to the Fair Labor Standards Act. Different work weeks may be established for individual unit members, classes of unit members, or departments, in accordance with the provisions of Section 6.7.2, Variable Scheduling.

A unit member's regular work schedule shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week, unless modified pursuant to Article 6.7.2, Variable Scheduling. This Article shall not restrict the extension of the regular work day or days worked on an overtime basis when such is necessary to carry on the business of the District, except as provided for in Section 6.13, Overtime; provided, however, the District shall have the right to institute a four (4) day work schedule of ten (10) hours per day upon SEIU approval.

1. Part-time unit members shall be assigned and shall work those hours as determined by the District as appropriate for their positions.
2. No unit member shall be assigned permanently to other than a Monday-Friday schedule without his/her written consent, unless a four (4) day, ten (10) hour/day schedule is established.

**§ 6.5.2**      Unit members authorized to work at home must have prior written approval from their immediate Supervisor, with notice to the Vice President of Human Resources prior to commencing such work, if possible. All hours spent in the performance of the unit member's duties, whether at the unit member's regular work site, at home, or at an alternate location, shall be considered as time worked, and shall be compensated at the appropriate rate (regular rate or overtime rate) consistent with the provisions of this Section and Section 6.13, Overtime.



**Article 6      HOURS OF EMPLOYMENT (Continued)**

**§ 6.6      Work Day**

**§ 6.6.1**      The length of the work day shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit member shall be assigned a fixed, regular, and ascertainable minimum number of hours.

**§ 6.7      Variable Scheduling**

**§ 6.7.1**      Except as revised pursuant to Section 6.5, Work Week, core hours of the District may be defined as commencing at 8 a.m. and ending at 5 p.m. This is inclusive of two (2) uninterrupted fifteen (15) minute rest periods, one (1) before noon and one (1) after noon, and a minimum thirty (30) minutes uninterrupted lunch period.

**§ 6.7.2**      The District recognizes that flexible scheduling of work hours which accommodate the personal preference of unit members may be of benefit to both the unit members and the District. Unit members may voluntarily work a flexible schedule so long as the core needs of the District are met. A flexible schedule may include, but is not limited to, one-half (1/2) hour lunch (minimum), a 4/10 work schedule, a 9/8/1 work schedule, changes in days and or hours worked, or other variances from the regular work schedules as established by the District. Lunch periods and breaks shall be taken in accordance with the provisions of Sections 6.11, Lunch Period and 6.12, Rest Period, and shall not be used to shorten the work day.

Requests for flexible schedules shall be made and evaluated at the departmental-work area level. Therefore, different types of schedules may be implemented depending on the needs of each work area. The District retains the right to determine the core needs of each work area.

A unit member or group of unit members requesting flexible schedules shall demonstrate as part of their request that the public service and/or production needs of their work area will continue to be met, and that all impacted employees are in agreement with the flexible scheduling arrangements.

Requests meeting these criteria shall not be arbitrarily denied. Reasons for denial may include, but are not limited to, assurance that all areas are covered and that an adequate number of personnel are present in the work area during core hours of the District. Denial of a specific request shall not be grievable.

## **Article 6      HOURS OF EMPLOYMENT (Continued)**

### **§ 6.7      Variable Scheduling (Continued)**

Proposals for flexible schedules which have been arranged with co-workers shall be given to the unit member's immediate supervisor at least two (2) weeks before the proposed schedule is to begin. The supervisor's response shall be given to unit member within two (2) weeks.

Flexible scheduling arrangements may be discontinued due to: a change in personnel; the request of the unit members; the determination by management that public service, work production or flow are being adversely affected. A discontinued flexible schedule will result in all unit members in that work area, if necessary, reverting to the previous fixed work schedule of that area until such time as new flexible schedules may be arranged.

No flexible scheduling arrangement shall be permitted which results in a non-exempt unit member earning mandatory overtime pursuant to the Fair Labor Standards Act. The parties agree that, for unit members working flex schedules, the normal work week may be redefined pursuant to the Fair Labor Standards Act.

The following conditions shall apply to unit members working a flex schedule:

Vacation, Sick Leave: Unit members taking a vacation day will use the number of hours of vacation or sick leave that equals their scheduled hours for that day [e.g., nine (9) hours on a scheduled nine (9)-hour day, four (4) hours on a scheduled four (4)-hour day].

Holidays: Unit members will receive eight (8) hours of Holiday Pay for any given holiday (holidays are pro-rated for part-time unit members). If the unit member is normally scheduled to work more than eight (8) hours on a day that is a holiday, the unit member must either make up the difference in hours scheduled to be worked and actual hours of holiday pay through use of vacation or compensatory time off, or make up the additional time in the same week that the holiday occurs. Unit members who are scheduled to be off on a holiday will receive eight (8) hours holiday pay at their regular rate of pay (holiday pay does not count towards as it is not time worked). Unit members making up time due to occurrence of a holiday shall also not earn overtime for time spent making up the difference in holiday pay and scheduled hours of work and the department manager will be responsible for supervising all points of the schedule.

## **Article 6      HOURS OF EMPLOYMENT (Continued)**

### **§ 6.7      Variable Scheduling (Continued)**

Overtime: Unit members shall earn overtime (or compensatory time off) for all hours worked in excess of forty (40) hours in a workweek, or in excess of their regularly scheduled hours in a workday [e.g. in excess of nine (9) hours on a scheduled nine (9)-hour day, and in excess of four (4) hours on a scheduled four (4)-hour day]. Overtime for part-time unit members shall continue to be governed by Section 6.13, Overtime, of this Agreement.

### **§ 6.8      "Summer Hours" Schedule**

**§ 6.8.1**      The regular summer work week/day, i.e.; 4/10 Plan, shall commence on the Monday designated as "Memorial Day" Holiday, usually the last week of May, and continue through the close of business on Thursday, the last week in July.

**§ 6.8.2**      The College's core business hours during the regular school year are daily from 8 a.m. to 5 p.m. There are departments such as Admissions & Records, Bookstore, etc. that may include evening hours as part of their core hours on Monday through Thursday.

**§ 6.8.3**      All offices are expected to and shall be open and adequately staffed during the core business hours in order to serve the District, student and public needs.

**§ 6.8.4**      All unit members are expected to work Monday through Thursday.

**§ 6.8.5**      Unit members may be approved to work variable daily hours which shall begin no sooner than 7 a.m. and end no earlier than 4 p.m. The morning and/or afternoon rest periods (Section 6.12.1) and/or the duty-free half- or hour-lunch period (Section 6.11.1) shall not be used to shorten the work day.

**§ 6.8.6**      Supervisors are encouraged to support, whenever possible, a unit member's request of a variable Monday through Thursday schedule in accordance with provisions of Section 6.8.5 and other applicable provisions of this Agreement, in order to accommodate the unit member's difficulties with the 4/10 schedule due to verifiable obligations related to dependent care. Other reasons may be considered by the supervisor. The supervisor shall recommend and the component administrator and Vice President of Human Resources or designee shall approve/deny such requests from unit members. Reasonable requests shall not be arbitrarily denied.

## **Article 6      HOURS OF EMPLOYMENT (Continued)**

### **§ 6.8      "Summer Hours" Schedule (Continued)**

**§ 6.8.7**      Approved variable work schedules under Section 6.8.6 may be discontinued at any time by the supervisor and/or component administrator due to: a change in personnel; the request of the unit member; or the determination by management that public service, work production, job performance or flow are being adversely affected.

**§ 6.8.8**      The "Summer Hours" Agreement (Appendix F), is hereby incorporated into this collective bargaining agreement to continue in effect until mutually agreed upon, in writing, to do otherwise. Allegations of procedural violation are grievable. Decisions by management under Section 6.8 are not grievable under the provisions of Article 13 - Grievance Procedure.

### **§ 6.9      Reduction in Assigned Time**

**§ 6.9.1**      Any reduction in assigned time shall be accomplished in accordance with Article 20, Layoff Procedures, of this Agreement.

### **§ 6.10      Adjustment in Assigned Time**

**§ 6.10.1**      A classified unit member who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a pro-rata basis. Such change in assignment shall not be permanent unless specifically so determined by the District in advance and the unit member so notified in writing.

### **§ 6.11      Lunch Period**

**§ 6.11.1**      All unit members shall be entitled to a duty-free lunch period. Such lunch period shall be for a period of no less than thirty (30) minutes nor longer than one (1) hour, but may exceed one (1) hour if a unit member has adopted a flexible schedule pursuant to Section 6.7.2, Variable Scheduling. The lunch period shall be scheduled for full-time unit members at or about the mid-point of each shift. The work day shall not be reduced by eliminating lunch periods.

**Article 6      HOURS OF EMPLOYMENT (Continued)**

**§ 6.12      Rest Period**

**§ 6.12.1**      All unit members shall be granted a rest period, which, insofar as practical, shall be in the middle of each work period at the rate of fifteen (15) minutes for four (4) hours worked. The exact schedule shall be determined by the immediate supervisor. The work day shall not be reduced by shortening or eliminating rest periods. Rest periods are a part of the regular work day and shall be compensated at the regular rate of pay for the unit member.

**§ 6.12.2**      In accordance with the Summer Hours Agreement, during the 4/10 schedule an additional break of ten (10) minutes per day may be added to another rest period during the day or be utilized independently, as scheduled between the employee and the supervisor. (Appendix F.1)

**§ 6.13      Overtime**

**§ 6.13.1**      Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to one and one-half (1-1/2) the regular rate of pay or by compensatory time off at one and one-half (1-1/2) hours for all overtime work.

Unit members shall be compensated at overtime rates for all work in excess of forty (40) hours in any one work week.

Overtime work requires prior direction and/or authorization of the unit member's immediate supervisor. The District shall be responsible to compensate unit members for all hours worked when the District knows, or has reason to know that work is being performed.

**§ 6.13.2**      At the time a unit member is requested to work overtime he/she must advise his/her supervisor as to whether he/she wishes to be paid for the overtime on the next appropriate pay cycle or receive compensatory time.

The unit member's request for overtime pay or compensatory time shall be honored, unless the department does not have sufficient funds. If the department does not have sufficient funds to pay for the overtime, the unit member may decline the overtime unless no other qualified unit member is available, in which case the work will be assigned to that unit member.

**Article 6 HOURS OF EMPLOYMENT (Continued)**

**§ 6.13 Overtime (Continued)**

Employees may accrue up to two hundred-forty (240) hours of compensatory time.

Requests to utilize accrued compensatory time off shall be honored unless to do so would be unduly disruptive to the Department's operations. Denial of requests to utilize compensatory time off must be based upon a reasonable and good faith anticipation that use of such time would impose an unreasonable burden on the Department's ability to provide services of acceptable quality and quantity to the public during the time requested.

In the event that a unit member fails to utilize accrued compensatory time off in accordance with the timelines set forth herein, the District may direct when accrued time will be taken.

**§ 6.13.3** Unit members who work less than eight (8) hours per day shall be paid straight time for additional time up to eight (8) hours per day. Unit members having an average work day of four (4) hours or more during the work week who work five (5) consecutive days shall be paid overtime if required to work the sixth (6th) or seventh (7th) day. Unit members having an average work day of less than four (4) hours during a work week shall be paid overtime for the seventh (7th) day following the commencement of his/her work week.

**§ 6.13.4** In addition to pay for the holidays all hours worked on holidays designated by the Agreement shall be compensated at one and one-half (1-1/2) times the regular rate of pay and shall be approved by the Vice President of Business Services.

**§ 6.13.5** A supervisor and a unit member may mutually agree to temporarily flex the unit member's regular schedule, but the supervisor cannot use this type of agreement to avoid compensating a unit member at overtime rates.

**§ 6.14 Overtime for Unit Members Receiving a Reduction in Hours in Shift Differential**

**§ 6.14.1** A unit member in the bargaining unit whose shift differential premium consists of a reduction in assigned hours shall be paid at the appropriate overtime rate in accordance with this Article for all hours worked in excess of seven and one-half (7-1/2) hours in any one (1) day or on any one (1) shift or in excess of thirty-seven and one-half (37-1/2) hours in any one (1) calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the regularly assigned quitting time. All overtime shall be paid based on a regular rate which includes a shift differential premium of 5% where provided.

**Article 6     HOURS OF EMPLOYMENT (Continued)**

**§ 6.15     Distribution of Overtime**

**§ 6.15.1**     Overtime shall be distributed and rotated as equally as is practical among unit members in the bargaining unit within each department. In the event a unit member feels that overtime is creating or would create a personal burden, the unit member shall have direct access to the Vice President of Human Resources or Vice President of Business Services.

**§ 6.16     Call in Time**

**§ 6.16.1**     Any unit member called into work on a day when the unit member is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.

**§ 6.17     Call Back Time**

**§ 6.17.1**     Any unit member called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work, irrespective of the actual time worked at the appropriate rate of pay under this Agreement.

**§ 6.18     Shift Differential**

**§ 6.18.1**     Shift differential shall apply to all hours regularly scheduled to work, including sick leave, vacation, holiday leave, overtime and all other paid leaves.

**§ 6.18.2**     Unit members whose shifts include any hours before 6:00 am or after 7:00 pm Monday through Friday, and shifts with any hours on Saturday or Sunday, will receive a 5% shift differential on their whole shift.

(See the shift differential schedule in Appendix H. This appendix supersedes all other appendices related to shift.)

**§ 6.18.3**     A unit member whose shift encompasses the hours of 11:00 p.m. to 4:00 a.m. will receive an additional 2% “graveyard” premium for a total of 7% shift differential. The premium will be applied to the entire scheduled shift.

**Article 6      HOURS OF EMPLOYMENT (Continued)**

**§ 6.18            Shift Differential (Continued)**

**§ 6.18.4**        A unit member who receives a shift differential premium on the basis of his/her shift shall suffer no reduction in pay, including differential, when assigned temporarily to a shift that does not qualify for a shift differential. Temporarily shall mean fifteen (15) work days or less.

**§ 6.18.5**        A unit member shall not be eligible for a shift differential premium if the unit member has voluntarily adopted a flexible schedule pursuant to Section 6.7.2, Variable Scheduling, of this Agreement.

**§ 6.18.6**        The District will provide as much notice as is reasonably possible, but not less than thirty (30) working days notice to SEIU of a proposed deviation from the core hours specified in the Agreement.

**§ 6.18.7**        The District and SEIU will form a work group in Fall 2014 to study “on-call pay.”

**§ 6.19      Split Shift**

**§ 6.19.1**        All unit members whose assigned shift contains one (1) or more periods of unpaid time, whose total exceeds two (2) hours, shall be paid a shift differential premium of 5% for those days on which the split shift occurs.

**§ 6.19.2**        A unit member shall not be eligible for a split shift premium if the unit member has voluntarily adopted a flexible schedule pursuant to Section 6.7.2, Variable Scheduling, of this Agreement.

**§ 6.20      Employment Status**

**§ 6.20.1**        Upon initial employment and upon each change in classification, each affected unit member shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his/her position, a statement of the unit member's regular work site, regularly assigned work shift, the hours per day, hours per week, days per week, and days per year.



**Article 6      HOURS OF EMPLOYMENT (Continued)**

**§ 6.21      Voting Time**

**§ 6.21.1**      If a unit member does not have sufficient time outside of working hours to vote at a statewide election, he/she may, without loss of pay, take off enough working time which when added to the voting time available outside of working hours will enable him/her to vote.

**§ 6.21.2**      No more than two (2) hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed.

**§ 6.21.3**      If the unit member on the third working day prior to the day of election, knows or has reason to believe that time off will be necessary to be able to vote on election day, the unit member shall give the District at least two (2) working days notice that time off for voting is desired, in accordance with the provisions of this section.

**§ 6.21.4**      Not less than ten (10) days before every statewide election, the District shall notify, by e-mail, the unit members with the provisions of Article 16.21.

**§ 6.22      Job Sharing**

**§ 6.22.1**      Job sharing is defined as the practice of filling one (1) permanent full-time position with two (2) part-time unit members sharing the responsibilities of the position pursuant to a written agreement between the unit members and the District.

**§ 6.22.2**      Requests by unit members to participate in a job sharing arrangement shall be considered on their individual merits and on the compatibility of the individuals making the request as determined by the District.

**§ 6.22.3**      A job sharing agreement may be terminated by the District, by the mutual agreement of all of the parties involved, or by the termination of one of the participating members. Decisions made by the District under these provisions are not grievable nor arbitratable.

**§ 6.22.4**      Health and welfare benefits shall be prorated in accordance with provisions of Article 9.

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## **Article 7      PAY AND ALLOWANCES**

### **§ 7.1      Rate of Pay**

**§ 7.1.1**      The District and SEIU agree that the 2016-17 classified salary schedule will reflect a 2.08% negotiated increase from the 2015-16 salary schedule.

If the District receives any new funding in 2016-17 from the State, it will be a negotiable item in the 2017-18 contract negotiations. Any other represented group receiving a one-time or ongoing increase over the 2.08% increase shall also be dispersed to the 1021 bargaining unit.

**§ 7.1.2**      Any retroactive salary increases will apply to any employee who worked during the retroactive period including those employees who retired during the retroactive period.

**§ 7.1.3**      Prior to 07/01/14, the salary schedule included “market factors”. These have been eliminated. Any employees previously receiving market factor pay grades will be Z-rated (see Article 19.7.2 for definition).

**§ 7.1.4**      Classified employees who possess an earned doctorate (Ph.D. and/or Ed.D.) from an institution of higher education that is accredited by one of the six (6) regional accrediting associations; or a J.D. (accredited by the California Bar) shall receive a 2% doctoral stipend. For degrees conferred prior to July 1, 2016, stipend will commence July 1, 2016.

### **§ 7.2      Time of Payment**

**§ 7.2.1**      All unit members shall be paid once per month on or before the last working day of the month.

**§ 7.2.2**      In the event that the last working day of the month is a District holiday, but is not a holiday at the Sonoma County Office of Education, which is responsible for processing the District's payroll, unit members shall be paid on the first working day that paychecks are available.

### **§ 7.3      Payroll Errors and Lost Checks**

**§ 7.3.1**      Any payroll error resulting in insufficient payment for a unit member shall be corrected within five (5) days, and any paycheck which is lost after receipt or is not delivered within five (5) days of mailing, if mailed, shall be replaced as quickly as possible. Attempts shall be made to replace the check within five (5) days.

## **Article 7      PAY AND ALLOWANCES (Continued)**

### **§ 7.4      Placement on Salary Schedule**

**§ 7.4.1**      New unit members in the classified service, either temporary or regular, shall normally be placed on Step A of the grade in which they are employed, except for those new unit members who, because of experience and/or education or in cases of difficulty in recruitment, shall be placed at a higher step, no higher than Step C, as so determined by the Human Resources Department. (Appendix A)

### **§ 7.5      Step Increases**

**§ 7.5.1**      The salary schedule as presented in Appendix A provides for five (5) regular steps within each grade.

**§ 7.5.2**      Advancement to the next higher step shall occur on July 1 following employment or promotion provided that employment at such date shall not have been less than three (3) months of satisfactory service and that said employment has been one-half (1/2) time or more on a ten (10) month basis.

**§ 7.5.3**      For less than one-half (1/2) time unit members, one thousand and forty (1,040) hours shall constitute one (1) year of service for advancement. Step increases shall be effective on the first day of the month following an employee reaching the 1,040 hours.

**§ 7.5.4**      A unit member will not have a step increase withheld for unsatisfactory performance.

### **§ 7.6      Lump Sum Payment**

**§ 7.6.1**      The District shall make a lump sum payment of an agreed upon retroactive wage increase resulting from this Agreement or any amendments thereto within sixty (60) working days of the Agreement and/or amendment between the District and SEIU.

### **§ 7.7      Reclassification, Promotion or Reallocation**

**§ 7.7.1**      Any unit member in the bargaining unit receiving a reclassification, promotion or reallocation under the provisions of this Agreement shall be moved to the appropriate grade and step of the new class to insure not less than a 5% salary increase as a result of that reclassification, promotion or reallocation, except that the unit member may be placed on the last step of the appropriate grade if that is the maximum allowable for that class.

**Article 7      PAY AND ALLOWANCES (Continued)**

**§ 7.8      Mileage**

**§ 7.8.1**      Any unit member in the bargaining unit authorized to use his/her vehicle on District business shall be reimbursed at the District's established mileage rate for all miles driven on the District's behalf. This amount shall include mileage necessary to return to the unit member's normal job site after the completion of District business, or his/her home, whichever is the lesser distance.

This amount shall be payable within ten (10) working days of submission of the claim by the unit member.

**§ 7.9      Reimbursement for Meals**

**§ 7.9.1**      Any unit member who, as a result of a work assignment, must have meals away from the District shall be reimbursed for meals using the current District rates.

1. A unit member who is required to be away for one (1) day shall not be compensated for dinner unless, under normal driving time, he/she would be unable to return to his/her residence, by direct route, by 7 p.m.
2. A unit member who is required to be away from the District shall be reimbursed for lunch if, a) the required travel is outside Sonoma County, or b) the required travel is inside Sonoma County but is pre-approved by the unit member's immediate supervisor.
3. Receipts shall be required when the request exceeds the per diem rate.
4. Unit members shall have their estimated expenses approved by the Superintendent/ President, or designee, prior to such expenditure.
5. This amount shall be payable within ten (10) working days of submission of the claim by the unit member.

**§ 7.10      Reimbursement for Lodging**

**§ 7.10.1**      Any unit member who, as a result of a work assignment, must be lodged away from home overnight shall be reimbursed by the District at the rate specified by District policy for the unit member's room expense only.

1. Receipts shall be required.
2. Unit members shall have their estimated expenses approved by the Superintendent/President, or designee, prior to such expenditure.
3. This amount shall be payable within ten (10) working days of submission of the claim by the unit member.

## **Article 7 PAY AND ALLOWANCES (Continued)**

### **§ 7.11 Longevity**

**§ 7.11.1** Longevity increment increases shall be based on length of service with the District.

**§ 7.11.2** Longevity step increase adjustments shall occur on the first of the month following the unit member's anniversary date of service.

**§ 7.11.3** All unit members in the classifications on the Classified Salary Schedule, Appendix A, shall be entitled to the following longevity increments which will be considered as part of Base Pay in the calculation of Special Compensation:

1. Grade and step placement plus 5% of base salary beginning 11th year with District.
2. Additional 5% of the total of grade, step placement and longevity increase as provided in (1.) above, beginning sixteenth (16th) year with District.
3. Additional 5% of the total of grade, step placement and longevity increases as provided in (1.) and (2.) above, beginning twenty-first (21st) year with District.
4. Additional 5% of the total of grade, step placement and longevity increases as provided in (1.), (2.) and (3.) above, beginning twenty-sixth (26th) year with District, effective February 1, 1992 for any unit member eligible after July 1, 1991.

**§ 7.11.4** A dispute regarding a longevity step increase shall be subject to the grievance procedure.

### **§ 7.12 Compensation for a Unit Member Working Out of Classification**

The parties recognize that compensation for working out of class is to be viewed as a temporary solution to the classified staffing needs of the District.

**§ 7.12.1** Unit members shall not be required to perform duties which are not fixed and prescribed for the position by the governing board unless the duties reasonably relate to those fixed for the position by the board, for any period of time which exceeds five (5) working days within a fifteen (15) calendar day period except as authorized herein.

**§ 7.12.2** A unit member may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than five (5) working days provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties.

**Article 7      PAY AND ALLOWANCES (Continued)**

**§ 7.12      Compensation for a Unit Member Working Out of Classification (Continued)**

**§ 7.12.3**      Compensation for the period of time qualifying for out of classification pay shall be computed at 5% of the employee's equivalent Step of the Grade/Range level of the position from which the duties are being assumed.

**§ 7.12.4**      A temporary promotion shall be given if the classified employee is performing a majority of the duties of the position and has met the minimum qualifications or equivalent of the position.

**§ 7.12.5**      Temporary promotion compensation shall be calculated according to Section 7.7.1.

**§ 7.13      Compensation During Training Periods**

**§ 7.13.1**      A unit member who is required to attend training sessions in order to continue his/her employment in a position, shall receive compensation as follows:

1.    When the training occurs during the unit member's regularly assigned working hours, the unit member shall be paid at his/her regular rate of pay and shall receive all benefits to which he/she is entitled.
2.    All costs incurred under mandated training programs for unit member transportation, registration fees, and supplies shall be paid for by the District.

**§ 7.14      Bilingual Skills**

**§ 7.14.1**      The District shall provide a 5% premium for all hours in paid status for unit members working in positions which require the ability to communicate in multiple languages, provided that the position does not already receive a higher pay grade for the bilingual ability (e.g. Sign Language Interpreter and Sign Language Interpreter, Senior).

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## **Article 8      EMPLOYEE EXPENSES AND MATERIALS**

### **§ 8.1      Uniforms for Facilities Operations and Shone Farm Classified Employees**

**§ 8.1.1**      The District shall reimburse up to \$300 per fiscal year for uniforms, of permanent or probationary classified employees in the job classifications listed below. The total amount reimbursed will be adjusted each year, starting with July 1, 2008, by the percent increase in the Consumer Price Index (CPI) for the previous year (CPI-U All Urban Consumers, U.S. Average, Not Seasonally Adjusted, 1982–1984=100, U.S. Department of Labor, Bureau of Labor Statistics, Available January). SEIU will be responsible for contacting the District to report the appropriate CPI prior to April 15th of each year.

Administrative Assistant(s), Shone Farm (Optional)  
Administrative Assistant(s), Facilities Operations (Optional)  
Administrative Assistant(s), Environmental Health and Safety  
Automotive/Equipment Mechanic  
Building Maintenance Generalist  
Carpenter  
Coordinator, Grounds Operations  
Coordinator, Maintenance Operations  
Coordinator, Public Safety Facilities Operations  
Custodial Maintenance Technician  
Custodian  
Environmental Health and Safety Specialist  
Electrician  
Energy Management Technician  
Farm Assistant  
Farm Equipment Operator  
Groundskeeper I  
Groundskeeper II  
Hazardous Materials Specialist  
Heavy Cleaner  
Horticulture Technician I  
Horticulture Technician II  
HVAC and Controls Technician  
Livestock Technician  
Locksmith  
Painter  
Plumber  
Tree Maintenance Worker

**Article 8      EMPLOYEE EXPENSES AND MATERIALS (Continued)**

**§ 8.1    Uniforms for Facilities Operations and Shone Farm Classified Employees (Continued)**

**§ 8.1.2**      The basic uniform shall consist of the following:

- Tan or navy blue short or long sleeve shirt
- Tan, navy blue, or denim work style pants
- Black or navy blue sweatshirt (optional)
- Black or navy blue jacket (optional)
- Tan or navy blue hat (optional)
- Safety shoes

**§ 8.1.3**      Due to the nature of their work, the employees in the following job classifications will have one pair of tan or navy blue Arc-Flash Category 2 coveralls as part of their uniform. The initial pair will be provided by the District.

Building Maintenance Generalist  
Coordinator, Maintenance Operations  
Coordinator, Public Safety Facilities Operations  
Electrician  
HVAC and Controls Technician  
Plumber

**§ 8.1.4**      Employees in the following job classifications will have the option of selecting tan or navy blue coveralls in addition to the basic uniform:

Automotive/Equipment Mechanic  
Carpenter  
Farm Assistant  
Farm Equipment Operator  
Horticulture Technician I  
Horticulture Technician II  
Livestock Technician  
Locksmith

**§ 8.1.5**      A committee to be composed of one classified representative from each of the District's Facilities Operation areas and Shone Farm, along with the Manager of Environmental Health and Safety, and two supervisor(s), will describe and define the shirt, jacket, sweatshirt, coverall, and hat materials and styles.

**Article 8      EMPLOYEE EXPENSES AND MATERIALS (Continued)**

**§ 8.1    Uniforms for Facilities Operations and Shone Farm Classified Employees (Continued)**

**§ 8.1.6**          Supervisor's will specify the types and styles of safety shoes appropriate for their employees, and the safety shoes will be worn at all times when on duty.

**§ 8.1.7**          Each shirt, jacket, sweatshirt, coverall will bear an approved SRJC logo and the employee's first name, which shall be affixed or embroidered onto the front of the garment. Caps will have an appropriate SRJC logo.

**§ 8.1.8**          The District will make an annual purchase of approved shirts, jackets, sweatshirts, coveralls, with logos, and employees can purchase these from the District, at the District's cost. The supervisors will annually solicit orders for these items from their employees.

**§ 8.1.9**          Employees may use their funds to purchase work style pants, approved safety shoes, hats (if applicable, see Section 8.1.14), gloves and rain gear. To be reimbursed for these items, an employee must submit and surrender, to their supervisor (or his/her designee), a receipt for those items. In turn, a request for reimbursement will be processed. To be approved for a reimbursement for safety shoes, the shoes must be labeled as meeting the applicable Cal/OSHA standards.

**§ 8.1.10**        Uniforms are required when on-the-job at all times. Employees shall wear uniforms during unscheduled after-hours work at all District locations.

**§ 8.1.11**        Uniforms shall not be worn on the job while employed by an outside firm or while "moonlighting".

**§ 8.1.12**        Uniforms will be neat, clean, and in good repair at the start of the shift, shall be worn properly, and present a professional image.

**§ 8.1.13**        The optional baseball style caps may be worn as long as wearing the cap does not present a safety hazard. No other baseball style caps may be worn. The caps shall be worn bill forward.

**§ 8.1.14**        Employees in the following classifications will be allowed to wear other types of hats (e.g. wide brim straw hats, cowboy hats, etc.) that are appropriate to their profession as long as wearing the hat does not present a safety hazard. These hats will either have no logo, or if possible, the appropriate SRJC logo.

**Article 8      EMPLOYEE EXPENSES AND MATERIALS (Continued)**

**§ 8.1   Uniforms for Facilities Operations and Shone Farm Classified Employees (Continued)**

**§ 8.1.14 (Continued)**

Coordinator, Grounds Operations  
Farm Assistant  
Farm Equipment Operator  
Groundskeeper I  
Groundskeeper II  
Horticulture Technician I  
Horticulture Technician II  
Livestock Technician  
Tree Maintenance Worker

**§ 8.1.15**      Should reasons (e.g. medical) exist that may prevent an employee from wearing the appropriate uniform, the employee should submit a written request with written medical documentation to his/her supervisor outlining the need for the exception. The supervisor shall review the request with the Human Resources Department. The employee will receive a written response to the request within ten working days.

**§ 8.1.16**      Supervisors may require an employee to change into the proper uniform before beginning work. If this requires the employee to leave SRJC, the employee shall use leave for the absence.

**§ 8.1.17**      Failure to comply with the provisions of this section (e.g. through frequent uniform violations or absence due to failure to wear the uniform) may result in administrative or disciplinary actions.

**§ 8.2      Work Clothes for Other Classified Positions**

**§ 8.2.1**      Beginning July 1, 2007, the District shall reimburse up to \$300 per fiscal year for work clothing needs of permanent or probationary classified employees as identified below. The total amount reimbursed will be adjusted each year, starting with July 1, 2008, by the percent increase in the Consumer Price Index (CPI) for the previous year\*. Receipts for clothing purchased will be submitted and surrendered to the Facilities office. In turn, the request for reimbursement will be processed. (\*CPI-U All Urban Consumers, U.S. Average, Not Seasonally Adjusted, 1982 – 1984=100, U.S. Department of Labor, Bureau of Labor Statistics, Available January). SEIU will be responsible for contacting the employee's department to report the appropriate CPI prior to April 15<sup>th</sup> of each year.

**Article 8      EMPLOYEE EXPENSES AND MATERIALS (Continued)**

**§ 8.2      Work Clothes for Other Classified Positions (Continued)**

**§ 8.2.1 (Continued)**

Science Equipment Technician: Clothing allowance to be used to purchase safety shoes (specified by supervisor), work gloves, heavy-duty cotton work pants/shirts, protective glasses (specified by supervisor), and tool belt. Wearing of the items described above is considered mandatory during work hours while performing specific duties, as specified by the employee's appropriate supervisor. Failure to wear the mandatory clothing and safety shoes may lead to disciplinary action.

Coordinator, Warehouse Operations, Storekeeper I and II: Similar provisions as those for Facilities Operations in Article 8.1. A committee to be composed of one classified representative from each District warehouse, along with the Manager of Environmental Health and Safety, and the appropriate supervisor(s), will describe and define the work clothes required. Failure to wear mandatory clothing and safety shoes may lead to disciplinary action.

**§ 8.2.2**      Protective Clothing and Safety Gear: Requests for protective clothing and safety gear shall be submitted to the employee's supervisor and the Manager, Environmental Health and Safety for review and recommendation.

**§ 8.3      Replacing or Repairing Employee's Property**

**§ 8.3.1**      Exclusive of personal vehicles, the District shall compensate unit members for loss or damage to personal property used in the course of employment, provided that prior authorization in writing has been received for the use of such equipment.

**§ 8.4      Use of Personal Vehicle**

**§ 8.4.1**      No unit member shall be required to utilize his/her personal vehicle in the performance of District business.

**§ 8.4.2**      Unit members who are authorized and voluntarily use their personal vehicle on District business agree that their property and liability insurance is primary to the District's property and liability insurance.

**Article 8      EMPLOYEE EXPENSES AND MATERIALS (Continued)**

**§ 8.5      Physical Examinations**

**§ 8.5.1**      The District agrees to provide the full cost of any medical examination required as a condition of continued employment including TB examinations.

**§ 8.6      Use of District Equipment**

**§ 8.6.1**      Prior to the removal of any District equipment and/or materials from District property or other District location, classified unit members must obtain necessary approval in accordance with District-wide policy as established by the Board of Trustees.

**§ 8.7      Licenses and Certificates**

**§ 8.7.1**      Upon prior approval of the Vice President of Human Resources, the District shall reimburse unit members for the costs of licenses and/or certificates necessary or desirable for the unit member's work (excluding a regular passenger car or motorcycle license).

**§ 8.7.2**      Section 8.7, Licenses and Certificates, is not grievable.

**§ 8.8      Commute Alternatives**

**§ 8.8.1**      Upon completion of a comprehensive commute alternatives program proposal, the District agrees to meet and negotiate over the impact of the proposed program on classified staff prior to final adoption.

## **Article 9 HEALTH AND WELFARE BENEFITS**

### **§ 9.1 Employee and Dependent Insurance Coverage**

**§ 9.1.1** In all aspects of benefits, coverage is extended to include domestic partners (same or different sex), subject to provider approval.

**§ 9.1.2** For full-time, 217-day, 238-day, and 260-day unit members, the District agrees to pay the costs of medical insurance premiums for Kaiser HMO, Kaiser Account Based Health Plan (ABHP), and Blue Shield ABHP health plans through June 30, 2018. This will be subject to negotiations in the case of an annual increase of 10% or greater to the Kaiser. HMO. For the Blue Shield PPO and Blue Shield HMO plans, the District will assume the premium costs less the employee out-of-pocket monthly premium costs, which will be equal to a proportion (as specified in Table 9.1) of the difference of the annual premium cost between that plan and the premium cost of the Kaiser HMO plan by tier.

**Table 9.1**

<b>Benefit Year</b>	<b>Employee Proportion of the Difference</b>
<b>2016 (beginning January 1, 2016)</b>	<b>40%</b>
<b>2017 (beginning October 1, 2016)</b>	<b>70%</b>
<b>2018 and thereafter (beginning October 1 of the year)</b>	<b>100%</b>

The level of coverage in effect under SISC/Blue Shield and Kaiser plans, as of October 1, 2015, shall be maintained through June 30, 2018.

**§ 9.1.3** For employees enrolled in an ABHP, for benefit years 2016, 2017, and 2018, the District will make a monthly contribution of \$100 Single or \$150 Double/Family to the employee's Health Savings Account (HSA). Those enrolled in an ABHP plan, who experience a triggering event during the plan year that raises their plan tier, shall receive the corresponding annual increase in HSA contribution for that tier as a pro-rated amount.

**§ 9.1.4** Effective October 1, 2016, in the first quarter of the first benefit year in which the employee is enrolled in an ABHP plan, the District will reimburse the employee for 50 percent of the employee's time sensitive, non-elective, medically essential (as determined by a medical professional), and deductible-eligible expenses that in total are in excess of \$750 (single tier) or \$1500 (double/family tier).

**Article 9 HEALTH AND WELFARE BENEFITS (Continued)**

**§ 9.1 Employee and Dependent Insurance Coverage (Continued)**

**§ 9.1.5** In the first and second benefit years in which the employee is enrolled in an ABHP, the District will advance up to twelve contributions to cover any shortfall in the enrollee's HSA balance as the result of essential and deductible-eligible medical expenses. Separation from service prior to benefit year end will result in a prorated adjustment to the employee's final paycheck. The District will collaborate with SEIU on the paperwork that will be signed by employees.

**§ 9.1.6** Existing Blue Shield members, as of ratification of this contract, who live outside the coverage area, who do not have the option to receive care from the Kaiser network, shall be grandfathered in at the existing 2014-15 co-premium levels with the co-premium level increasing annually by the greater of statutory COLA or the on-going increase to the Classified salary schedule, commencing on 10/1/15.

**§ 9.1.7** In the event that the parties agree to offer additional health insurance plan options to eligible employees during the term of this Agreement, the District shall contribute an amount equal to the higher of monthly premiums paid to Kaiser or SISC/Blue Shield for the unit member's enrollment category. The unit member shall be responsible for premium amounts in excess of those paid by the District, and shall authorize the District to deduct said amounts from his/her paycheck.

**§ 9.1.8** For full-time, 217-day, 238-day, and 260-day unit members in the bargaining unit, the District agrees to pay the full costs of dental insurance premiums through June 30, 2016. The level of coverage in effect as of October 1, 2015 shall be maintained through June 30, 2016. The dental coverage cap currently is \$1,700.

**§ 9.1.9** For full-time, 217-day, 238-day, and 260-day unit members, the District agrees to pay the full costs of single vision care, life, and salary continuance (i.e., Long-Term Disability) insurance through June 30, 2016. An eligible unit member may elect to pay the additional cost to obtain the dependent vision coverage. The level of insurance coverage in effect as of October 1, 2015 shall be maintained through June 30, 2016.

**§ 9.1.10** Unit members who would otherwise be eligible for and participate in employee and dependent insurance coverage pursuant to these provisions, but have reduced their classified work hours to accept an adjunct faculty position shall be entitled to this insurance coverage as long as the combination of the two (2) positions is considered to be a full-time assignment. If the two (2) positions are not considered to be full-time, then the costs of the insurance premiums will be prorated and the employee will pay his/her prorated share if he/she wishes to participate in the District's benefit plans.



**Article 9 HEALTH AND WELFARE BENEFITS (Continued)**

**§ 9.1 Employee and Dependent Insurance Coverage (Continued)**

**§ 9.1.11** Unit members eligible for District benefits with a spouse employed by the District may not be enrolled concurrently as a subscriber in one District-sponsored plan and as a dependent in a second District-sponsored plan. Likewise, the family of an employee may be enrolled in only one District-sponsored health plan.

**§ 9.1.12** Effective January 1, 2008 the Mediacash option is only available to grandfathered participants. No newly eligible employees will be offered this option. This option is a cash-in-lieu of medical benefits option offered to eligible unit members who have verifiable group health coverage through some source other than a spouse or domestic partner who is an employee of the District. Enrollment in the Mediacash option is an annual election and can only be changed during a calendar year if there is a qualifying event. Full-time unit members who elect the Mediacash option will receive \$150.00 per month in additional earnings. The Mediacash option amount will be pro-rated for any eligible unit member with an FTE less than 100%. Unit members who elect the Mediacash option will not be eligible to enroll in a District retiree health plan upon retirement. In order to enroll in retiree medical coverage Mediacash participants must disenroll from the Mediacash plan and enroll in a District health plan open enrollment prior to their retirement.

**§ 9.2 Eligibility**

**§ 9.2.1** All unit members who work at least twenty (20) hours per week and are classified as regular part-time employees will be eligible to participate in the health, dental and vision insurance programs. To participate, a unit member must share the premium charges in the same ratio as their actual full time equivalent (FTE) assignment bears to a full-time assignment, the unit members' share will be paid by personal payroll deduction.

**§ 9.2.2** All unit members who work at least twenty (20) hours per week and are classified as regular part-time employees will be eligible to participate in the life insurance and salary continuance (i.e., Long –Term Disability) programs without being required to share the premium charges.

**§ 9.2.3** Should the unit member choose not to accept any plan or not to share in the premium costs, the District will incur no further obligation except when 9.1.10 is applicable.

**§ 9.2.4** Unit members shall be enrolled in the insurance programs on the first of the month following fulfillment of the eligibility requirement.

**Article 9 HEALTH AND WELFARE BENEFITS (Continued)**

**§ 9.2 Eligibility (Continued)**

**§ 9.2.5** In the event that extension of benefits to unit members currently not covered under this Agreement is mandated by State or Federal action, then said benefits shall be immediately extended to those unit members, notwithstanding the term of this Agreement.

**§ 9.2.6** The District shall assist SEIU, Local 1021 in providing access to alternative health insurance plans for those bargaining unit members not eligible for District group health insurance coverage under the terms of this Agreement. SEIU, Local 1021 shall be responsible for administration of the program.

**§ 9.3 Open Enrollment**

**§ 9.3.1** Election to participate in District group health insurance plans shall take place:

1. Upon employment in an eligible position; or,
2. Upon qualification for eligibility due to a change in employment status or other qualifying event; or,
3. During an annual one (1) month open enrollment period for health insurance plans conducted during the month of August, to be effective October 1 of the same year. For 2015/16, there will be a special open enrollment for the ABHP health plans only in October, 2015, to be effective January 1, 2016.

**§ 9.3.2** Election to participate in District group dental insurance plan shall take place:

1. Upon employment in an eligible position; or,
2. Upon qualification for eligibility due to a change in employment status or other qualifying event; or,
3. For an already eligible unit member who did not previously elect to participate, upon a change in employment status; or,
4. Every three (3) years during a one (1) month open enrollment period during the month of August, to be effective October 1 of the same year.

**§ 9.4 Benefit Plans**

**§ 9.4.1** The District offers eligible unit members five health plan options, Kaiser HMO, Blue Shield HMO, Blue Shield PPO, Kaiser ABHP, and Blue Shield ABHP. The level of coverage in effect under these plans is specified in Appendix B, and additional plan information is available from the Human Resources Department.

**Article 9      HEALTH AND WELFARE BENEFITS (Continued)**

**§ 9.4              Benefit Plans (Continued)**

**§ 9.4.2**              Effective July 1, 2006 all newly hired, eligible employees and their eligible dependents who reside outside the current Kaiser HMO service area are able to enroll in the District's Kaiser HMO plan if they meet the provider's Live/Work rule conditions.

**§ 9.4.3**              The District offers self-insured dental coverage to all eligible unit members. Plan information is available from the Human Resources Department.

**§ 9.4.4**              The District offers single and dependent vision coverage to all eligible unit members. The current provider is Vision Service Plan (VSP). Plan information is available from the Human Resources Department.

**§ 9.4.5**              The District offers life insurance and long-term disability income protection to all eligible unit members. Plan information is available from the Human Resources Department.

**§ 9.4.6**              The District offers an IRC 125 plan each calendar year to all eligible unit members. This plan allows participants to cover specific medical and dependent care expenses with pre-tax dollars, thereby, reducing taxable income.

**§ 9.5              Continuation of Benefits**

**§ 9.5.1**              The District agrees to continue payments for all benefits programs provided for in Section 9.1, Employee and Dependent Insurance Coverage, and 9.2, Eligibility, and 9.4 Benefit Plans of this Article during the absence of any unit member who is on an approved paid leave.

**§ 9.5.2**              The District will continue to provide health, dental and vision coverage for eligible unit members on an accepted Long Term Disability (LTD) claim for up to one (1) year.

**Article 9 HEALTH AND WELFARE BENEFITS (Continued)**

**§ 9.6 PERS (Informational Item Only)**

**§ 9.6.1** Public Employees' Retirement System (PERS) is a mandatory, lawful deduction for:

1. All full-time unit members; or
2. Full-time unit members on temporary appointment of six months or longer; or
3. Part-time unit members with an FTE of 50% or greater, for one year or longer; or
4. Unit members with prior membership in PERS.

**§ 9.6.2** The District has implemented Section 414(h)(2) of the Internal Revenue Code concerning the tax treatment of employee's retirement contribution, designated by the Public Employees' Retirement System as PERS "Pick-Up".

**§ 9.7 Student Health Fee Waiver**

**§ 9.7.1** The District shall waive, at the request of the unit member, any and all student health fees for unit members enrolling in classes at the District.

**§ 9.8 403(b) Pension Plan**

**§ 9.8.1** IRS recognizes a 403(b) Investment Plan as a Qualified Pension Plan that unit members/employers may use in lieu of Social Security for those unit members not covered by STRS or PERS as District unit members. The District and SEIU, Local 1021 agree to implementing a 403(b) Plan subject to the following conditions:

1. The 403(b) Plan shall be a unit member-directed defined contribution plan.
2. The District shall contribute 3-3/4% of unit member's gross salary.
3. There shall be a mandatory contribution of 3-3/4% of gross salary from the unit member.
4. The unit member shall be fully vested in the plan at all times.
5. Fidelity Investments will provide the investment and administration of the program.

**§ 9.9 Benefits Administration**

**§ 9.9.1** The parties agree to a continuation of the joint labor and management committee to be known as the "Fringe Benefits Committee" composed of classified and faculty personnel, a retired unit member representative, a Board member, and management representation.

**Article 9     HEALTH AND WELFARE BENEFITS (Continued)**

**§ 9.9     Benefits Administration (Continued)**

**§ 9.9.2**        This Committee shall meet periodically to research and review proposed and existing programs to insure that quality and cost effectiveness criteria are maintained. The Committee shall meet periodically with insurance providers to determine that benefits are being accorded as required by the various benefit programs.

**§ 9.9.3**        This Committee operates in an advisory capacity; all classified fringe benefits are still to be negotiated.

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## **Article 10 HOLIDAYS**

### **§ 10.1 Holiday Entitlement**

**§ 10.1.1** The District agrees to provide all unit members in the bargaining unit with the following paid holidays:

#### **HOLIDAY**

Memorial Day  
Independence Day  
Labor Day  
Admissions Day (Floating Holiday)  
Veterans' Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve  
New Year's Day  
Martin Luther King, Junior's Birthday  
Lincoln's Day  
President's Day

**§ 10.1.2** For convenience a projected holiday schedule is provided in Appendix E, Holiday Calendar Cycle. The dates given are subject to change based on variations in the college calendar.

### **§ 10.2 Additional Holidays**

**§ 10.2.1** Every day declared by the President or Governor of this State as a public fast, thanksgiving or holiday, unless it is a special or limited holiday per California Education Code, or any day declared a holiday by the Governing Board under appropriate Education Code sections shall be a paid holiday for all unit members in the bargaining unit.

### **§ 10.3 Saturday/Sunday Holidays**

**§ 10.3.1** When a holiday falls on a Saturday, the preceding work day not a holiday shall be deemed to be that holiday. When a holiday falls on Sunday, the following work day not a holiday shall be deemed to be that holiday.

## **Article 10 HOLIDAYS (Continued)**

### **§ 10.4 Eligibility**

**§ 10.4.1** Except as otherwise provided in this Article, a unit member must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

**§ 10.4.2** Unit members in the bargaining unit who are not normally assigned to duty during the school holidays of Christmas Eve, Christmas Day, New Year's Eve and New Year's Day shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

### **§ 10.5 Floating Holiday**

**§ 10.5.1** Each unit member who is on paid status on Admissions Day shall be entitled to one (1) "floating holiday" each school year. This floating holiday shall be a day when the unit member would otherwise have been scheduled to work.

**§ 10.5.2** This floating holiday shall not be cumulative from school year to school year.

**§ 10.5.3** The date of such holiday shall be selected by the unit member and shall be granted by the District unless there is a critical adverse effect on the particular function. If the adverse effect is a result of multiple requests, an appropriate number of requests prior in time shall be given preference.

**§ 10.5.4** Request for "floating holiday" shall be submitted to the supervisor for approval at least five (5) work days in advance of the selected day.

### **§ 10.6 Winter Holiday Closure**

**§ 10.6.1** It is the intention of the District to close as many operations as possible during the Christmas/New Year holiday period. While it is understood that there may be some activities and programs that will occur, and some facilities that will remain occupied, most staff will not be working and most facilities will be closed.



## **Article 10 HOLIDAYS (Continued)**

### **§ 10.6 Winter Holiday Closure (Continued)**

**§ 10.6.2** The District grants four (4) holidays during this period: Christmas Eve, Christmas Day, New Year's Eve and New Year's Day. While these holidays will remain in place, the actual days during which the holidays are taken will be adjusted in order to achieve a continuous closure period.

**§ 10.6.3** The holiday period will be structured to maximize the continuous closure period providing a break from eight to eleven days (including weekends). To accomplish this and when two (2) additional days are needed, one (1) day will be taken as the unit member's floating holiday, and one (1) day will be provided by the District as an additional local holiday. When three (3) additional days are needed, one (1) day will be taken as the unit member's floating holiday, four (4) hours will be taken by the unit member using vacation, compensatory time off, paid time off, or unpaid leave, and one and one-half (1-1/2) days will be provided by the District as an additional local holiday.

**§ 10.6.4** Based on the provisions of Section 10.7.3 a schedule for winter closure through the year 2014 is reflected in Appendix E, Holiday Calendar Cycle.

### **§ 10.7 College Calendar**

**§ 10.7.1** Upon adoption of a college calendar process, SEIU shall be given representation on the calendar committee.

**§ 10.7.2** The Superintendent/President will submit the calendar(s) to the College Council for distribution to, and for comment by, the Academic Senate, Associated Student Senate, and SEIU. Recommendations for modification of the college calendar will be forwarded to the Superintendent/President.

**§ 10.7.3** After consideration of all recommendations, the Superintendent/ President will forward the final calendar, with an administrative recommendation, to the Board of Trustees.

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## Article 11 VACATION

### § 11.1 Vacation Eligibility

§ 11.1.1 All unit members in the bargaining unit shall earn paid vacation time under this Article. A full-time, twelve (12) month unit member is entitled to vacation, based on his/her date of employment, with pay as follows and maximum accrual of vacation days modified as follows:

Length of Service	Earned Days/Vac.	Max. Accrual Vac. Days	Monthly Hours Accrued
One (1) Month thru Three (3) Years	10	20	6.67
Four (4) Years	12	24	8.00
Five (5) Years	13	26	8.67
Six (6) Years	14	28	9.33
Seven (7) Years	15	30	10.00
Eight (8) Years	16	32	10.67
Nine (9) Years	17	34	11.33
Ten (10) Years	18	36	12.00
Eleven (11) Years	19	38	12.67
Twelve (12) Years	20	40	13.33
Twenty-two (22) Years and Thereafter	21	40	14.00

§ 11.1.2 A regular part-time unit member is entitled to vacation with pay computed as that portion of the above schedule, which is a ratio between part-time hours worked and months served and regular full-time hours and months served.

§ 11.1.3 New unit members are ineligible to take any earned vacation until such unit member has completed six (6) months of service. After completion of the initial six (6) months of employment, earned vacation becomes a vested right and may be taken at any time with the approval of the supervisor.

## **Article 11 VACATION (Continued)**

### **§ 11.2 Accumulation**

**§ 11.2.1** The purpose of vacation is to serve as a period of rest and relaxation. When it is properly scheduled and utilized, vacation serves the interest of both the employees and the District. Unit members are expected to utilize accrued vacation in a timely manner in coordination with their own needs and needs of the District. In the rare instance when it is deemed that the needs of the District take priority over those of the individual, the District's needs shall prevail.

**§ 11.2.2** No unit member shall accumulate more than the maximum number of days of vacation as indicated in Section 11.1.1, Vacation Eligibility. A unit member reaching the maximum number of days of vacation as indicated in Section 11.1.1 will cease to accrue any further vacation until his/her vacation balance is reduced below the maximum. Any vacation that a unit member fails to accrue under this section will be placed in the Catastrophic Leave Bank. A report on the activity of the Catastrophic Leave Bank will be provided to the SEIU President quarterly.

**§ 11.2.3** If a unit member is not permitted by the District to take any part of his/her vacation which causes the unit member to exceed the maximum accumulation, the unit member may request in writing cash payment for earned vacation days in excess of the maximum accumulation.

**§ 11.2.4** Unearned vacation time may be granted in advance under unusual or special circumstances with approval of the unit member's supervisor and the appropriate Vice President.

**§ 11.2.5** All unit members shall receive written notification of accumulated vacation days. Said notice shall remind unit members of the maximum vacation accumulation allowable.

**§ 11.2.6** Upon returning from any vacation the employee will complete and submit a Notice of Absence (NOA) to his/her Supervisor within ten working days for confirmation of actual vacation time taken. The Supervisor will approve and forward this form to Human Resources within ten working days. Revisions to NOAs for vacation shall follow guidelines in section 12.17.1: Monitoring Absences.

## **Article 11 VACATION (Continued)**

### **§ 11.3 Holidays During Vacation**

**§ 11.3.1** When a holiday falls during the scheduled vacation of any bargaining unit member, such unit member shall be granted an additional day's vacation and pay for each holiday falling within that period.

### **§ 11.4 Scheduling of Vacation**

**§ 11.4.1** The District shall consider all vacations of at least forty (40) hours in duration that are requested at least sixty (60) days in advance, and in writing, to be considered priority vacations.

These priority vacations shall be given priority consideration, and the employee will receive a written approval or denial of such requests within seven (7) calendar days from the date it is received by the supervisor. If mutual agreement is not reached on the priority request then it shall be reviewed by the component administrator for resolution.

**§ 11.4.2** Vacation requests not of a priority nature and/or requested in writing less than sixty (60) days in advance shall be submitted to unit member's immediate supervisor or department head at least two (2) weeks in advance of the date for which the vacation time is scheduled, except as otherwise approved by the Supervisor.

Vacations shall be established in such a manner that they will not disrupt adequate performance of individual and department duties and responsibilities.

**§ 11.4.3** Vacation may, with the approval of the immediate supervisor or department head, be taken at any time during the school year, provided that less than twelve (12) months unit members shall take their vacation during their scheduled work year. Unit members scheduled to work on school days only shall not be allowed to use vacation during scheduled work days but shall, instead, be paid off for accumulated vacation once a year.

**§ 11.4.4** Notwithstanding the notice provisions of Section 11.4.2, Scheduling of Vacation, with the approval of his/her Supervisor, a unit member may use a portion of his/her vacation time for personal business.

**§ 11.4.5** The District may direct that accumulated vacation time be used prior to separation from employment, except in cases of layoff or lack of work or lack of funds.

## **Article 11 VACATION (Continued)**

### **§ 11.5 Vacation Postponement**

**§ 11.5.1** If a unit member's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with the vacation dates available at that time.

**§ 11.5.2** Vacation time, once granted, shall not be revoked except in cases of demonstrated emergency. In the event of revocation, the District shall reimburse the unit member for non-refundable financial losses sustained as a result.

### **§ 11.6 Interruption of Vacation**

**§ 11.6.1** A unit member shall be permitted to interrupt or terminate vacation in order to take a bereavement leave, jury duty leave or sick leave if hospitalization is involved, without a return to active service provided the unit member provides adequate evidence of the basis for such other leave.

### **§ 11.7 Vacation Pay**

**§ 11.7.1** Pay for vacation days for all unit members shall be the same as that which a unit member would have earned had he/she been in a working status.

### **§ 11.8 Vacation Pay Upon Termination**

**§ 11.8.1** When a unit member is terminated for any reason, he/she shall be entitled to all pay earned and accumulated up to and including the effective date of termination.

**§ 11.8.2** If any unit member is terminated and has been granted vacation which was not yet earned at the time of termination of his/her services, the District shall deduct from the unit member's severance check the full amount of salary which was paid for such unearned days of vacation taken.

### **§ 11.9 Vacation Pay-Off**

**§ 11.9.1** Unit members who are scheduled to work on school days only shall be paid off for accumulated vacation once at the end of each school year.

## **Article 12 LEAVES OF ABSENCE**

### **§ 12.1 Immediate Family**

**§ 12.1.1** Members of the immediate family, as used in this Article, means the mother, father, grandmother, grandfather, or grandchild of the unit member or of the spouse or domestic partner of the unit member, and the spouse, son, daughter, son-in-law, daughter-in-law, brother, or sister of the unit member, or any person living in the immediate household of the unit member. If the leave is for bereavement purposes, variances may be granted on a case-by-case basis upon request to the Vice President of Human Resources, or designee.

### **§ 12.2 Bereavement Leave**

**§ 12.2.1** The District agrees to grant necessary leave of absence with pay at the unit member's regular rate, not to exceed five (5) days on the account of the death of any member of the immediate family as specified above.

**§ 12.2.2** The Supervisor should be notified before the start of the regular work shift to request Bereavement Leave.

**§ 12.2.3** Upon return from Bereavement Leave, a member of the bargaining unit shall be required to complete an absence form provided by the District and provide such proof of eligibility for Bereavement Leave benefits as may be required by the District.

### **§ 12.3 Jury Duty**

**§ 12.3.1** The District agrees to grant to members of the bargaining unit called for jury duty in the manner provided by law, leave of absence without loss of pay for time the unit member is required to perform jury duty during the unit member's regularly assigned working hours. Unit members so called for jury duty must notify the District of service date(s) upon receiving said notice from officers of the Court.

**§ 12.3.2** The unit member called to jury duty will receive regular pay provided that the fees for jury duty are turned in at the Business Office. That portion of the jury duty fees representing meals, mileage or parking expenses will be refunded by the Business Office.

**Article 12 LEAVES OF ABSENCE (Continued)**

**§ 12.3 Jury Duty (Continued)**

**§ 12.3.3** Unit members on the day shift are required to return to work during any day or portion thereof in excess of one (1) hour in which jury duty services are not required. Any day during which any unit member in the bargaining unit whose regular assigned shift commences at 4 p.m. or after and who is required to serve after 12 noon on jury duty shall be relieved from work with pay. The District may require verification of jury duty time prior to or subsequent to providing jury duty compensation.

**§ 12.4 Military Leave**

**§ 12.4.1** Members of the bargaining unit shall be granted any military leave to which they are entitled, under law, as classified school unit members. Unit members shall be required to request military leaves in writing and, upon request, to supply the District with "orders" and status reports.

**§ 12.5 Sick Leave**

**§ 12.5.1** Members of the bargaining unit employed by the District five (5) days per week, twelve (12) months per year, shall be entitled to twelve (12) days leave of absence for illness or injury to, or medical appointments for, themselves or members of their immediate family, exclusive of days they are not required to render service. This sick leave shall accrue at the rate of one (1) day for each month of paid service. Sick leave need not be accrued prior to taking such leave, and such leave may be taken at any time during the fiscal year. However, a new unit member of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.

**§ 12.5.2** A unit member, who is employed for less than a full fiscal year, is entitled to the prorated number of days leave of absence for illness or injury to, or medical appointments for, her/him self or members of his/her immediate family.

**§ 12.5.3** Sick leave may be used by a unit member who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code section 230(c) and Labor Code Section 230.1(a).

**§ 12.5.4** Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day of illness.



## **Article 12 LEAVES OF ABSENCE (Continued)**

### **§ 12.5 Sick Leave (Continued)**

**§ 12.5.5** After all earned sick leave, compensatory time, paid time off (PTO), and vacation days (in that order) at full pay have been used and additional absence due to illness or accident is necessary, the unit member shall receive the difference between his/her salary and the amount paid to a substitute, for a total of five (5) months. If a substitute is not provided, the unit member will receive full pay.

**§ 12.5.6** Except in cases of sudden illness or injury, all unit members shall give notice of their impending absence to their supervisor during the working day preceding the absence. After regular work hours, all unit members shall notify their immediate supervisor or his/her designee as soon as it is known that an absence from duty will be necessary. (Graveyard shift workers shall give notice by 2 p.m., swing shift workers by 12 noon.)

**§ 12.5.7** On the work day preceding the unit member's intent to return to work after an absence, the unit member shall contact the immediate supervisor.

**§ 12.5.8** If a unit member fails to give notice within the time specified of his/her intention to return to work and a substitute appears for the day's work as a result of failure to receive such notice, the substitute shall receive a full shift substitute pay and this amount shall be deducted from the unit member's salary for that month.

**§ 12.5.9** A sick leave day once commenced may not be reinstated as a working day unless approved by the supervisor.

**§ 12.5.10** Sick leave may be used in hourly increments for medical/dental appointments. Except in emergencies, twenty-four (24) hours notice to the unit member's supervisor shall be given.

**§ 12.5.11** The District may require a recognized medical professional's written verification of the reason(s) for the absence due to illness or injury any time after the absence exceeds 5 days and prior to the unit member's return to service. If the absence is 10 days or less, and the employee is enrolled in an ABHP health plan and has not met their deductible, the District shall reimburse the employee's out of pocket costs related to obtaining the required medical verification.

The District may require a medical professional's written verification either as a condition of continuing an employee on sick leave status or as a requirement of returning to work. The Union recognizes the District's right to determine by reasonable means the validity of any sick leave usage by any employee at any time.

## **Article 12 LEAVES OF ABSENCE (Continued)**

### **§ 12.5 Sick Leave (Continued)**

**§ 12.5.12** Upon good cause, when requested by the Superintendent/President or his/her designee, a unit member shall undergo a physical or mental examination by a doctor selected jointly by the unit member and the District. In the event that the District and the unit member are unable to agree upon a doctor, a doctor will be selected by the President of the Sonoma County Medical Association and both parties shall be bound by that decision. The unit member shall authorize the examining doctor to release the results of the examination to the District. District shall pay the cost of the examination.

**§ 12.5.13** In the event a unit member terminates his/her employment with the District after having used more sick leave days than the number which he/she has earned, the unearned portion will be deducted from his/her final warrant. If no salary is due the unit member who has used more sick leave days than the number he/she has earned, he/she will be billed by the District for the amount which the District has overpaid her/him.

**§ 12.5.14** If a unit member does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year. Upon retirement from the District, unused sick hours will be reported to CalPERS/CalSTRS for service credit conversion. Members of alternative retirement systems are not eligible for sick leave conversion to service credit.

**§ 12.5.15** Under the conditions set forth in the Education Code, a unit member may transfer unused sick leave to any other California Public School employer.

### **§ 12.6 Maternity**

**§ 12.6.1** Any period of actual physical disability connected with a disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery there from, shall be treated as any other physical disability, and any accrued sick leave or other salary continuance benefits shall be available to the unit member. Physical disability, for the purposes of this policy, shall be defined as a period during which the unit member is unable to perform job related duties. The period of actual disability shall be supported by a written statement from the unit member's physician, provided, however, that the District may, at its option, obtain other medical opinion.

## **Article 12 LEAVES OF ABSENCE (Continued)**

### **§ 12.7 Industrial Accident and Illness Leave**

**§ 12.7.1** This section shall only apply to unit members who have completed six (6) months of service with the District. In addition to any other benefits that a unit member may be entitled to under the Worker's Compensation laws of this State, the following shall apply.

**§ 12.7.2** Per California Education Code, Section 88192 – California Community College, eligible members of the bargaining unit who sustain an injury or illness arising directly out of and in the course and scope of their employment shall be eligible for a maximum of sixty (60) working days paid leave in any one (1) fiscal year.

**§ 12.7.3** This leave shall not be accumulated from year to year. Industrial accident or illness leave will commence on the first day of absence.

**§ 12.7.4** Payment for wages lost on any day shall not, when added to an award granted under the Worker's Compensation laws of this State, exceed the normal wage for the day. Industrial accident and illness leave will be reduced by one (1) day for each day of authorized absence, regardless of a compensation award made under Worker's Compensation. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the industrial injury or illness occurred, for the same illness or injury. The 60 days are not renewable at the beginning of a new fiscal year.

**§ 12.7.5** Industrial accident or illness leave is to be used in lieu of normal sick leave benefits.

**§ 12.7.6** During any paid industrial accident and illness absence, the qualified unit member will receive his/her full salary with normal retirement and other authorized contributions deducted.

**§ 12.7.7** When a unit member has been absent from work on Industrial Accident Leave for any duration or on sick leave for ten (10) or more days, the unit member must present his/her supervisor with a note from a recognized medical professional before resuming work. If the doctor indicates return to "regular work duty," the unit member may begin work. However, if the doctor indicates that there are medical restrictions on the unit member's return to work, both the unit member and his/her supervisor must understand the nature of the restrictions placed upon the unit member.

**Article 12 LEAVES OF ABSENCE (Continued)**

**§ 12.7 Industrial Accident and Illness Leave (Continued)**

**§ 12.7.7 Continued**

If the release has medical restrictions, the unit member must meet with Human Resources and his/her supervisor before resuming work, and one of the following actions will be necessary:

1. If the restrictions are temporary (thirty (30) calendar days or less) and job duties within their classification can be modified to accommodate these restrictions, the unit member will be allowed to return to work.
2. If the restrictions are temporary (thirty (30) calendar days or less) and, in the opinion of the supervisor, the unit member cannot perform his/her job with the restrictions, the unit member will be placed on personal illness or industrial accident leave, whichever is appropriate, until the Doctor's restrictions are lifted.
3. If the restrictions are permanent, and, based on medical evidence, the District feels the unit member cannot perform the duties of the job, the unit member shall be eligible for the following:
  - a. A Supplemental job displacement benefit voucher for retraining purposes if the unit member is unable to return to work due to permanent limitations.
  - b. A unit member may be considered for transfer to another District position (outside of the unit member's classification) under the provision of this Agreement, or may be considered for Disability Retirement.
4. The temporary restriction (thirty (30) calendar days or less) will not be extended automatically. The entire physical status must be reviewed.

**§ 12.7.8** Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the governing board authorizes travel outside the State.

**§ 12.7.9** A unit member who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment may be terminated by the District.

**Article 12 LEAVES OF ABSENCE (Continued)**

**§ 12.7 Industrial Accident and Illness Leave (Continued)**

**§ 12.7.10** Unit members with five (5) years of continual service to the District, on leave under this section who have successfully been retrained may be placed in a vacant classified position, without going through the recruitment process, if they possess the qualifications of that position. This decision as to application/participation of this section is solely at the discretion of the District and is not subject to grievance.

**§ 12.8 Personal Necessity Leave [Ref: E.C. Section 88207]**

**§ 12.8.1** A maximum of thirteen (13) days annually of absence from the unit member's sick leave account may be used by the unit member, at his/her election, in cases of personal necessity, including any of the following:

1. Death or serious illness of a member of the unit member's immediate family when additional leave is required beyond that provided in the Bereavement Leave provisions of this Agreement.
2. Accident, involving the unit member's person or property or the person or property of a member of the immediate family.
3. Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction.
4. Unit member is officially quarantined. Verification from the CDC or Sonoma County Health Services will be required.

**§ 12.8.2**

1. Per California Education Code, section 88207.5, a unit member may use up to 30 days of leave in a school year, less any personal necessity days used, in the following circumstances:
  - a) A biological parent may use leave pursuant to this section within the first year of his or her infant's birth.
  - b) A non-biological parent may use leave pursuant to the section within the first year of legally adopting a child.

## **Article 12 LEAVES OF ABSENCE (Continued)**

### **§ 12.8 Personal Necessity Leave [Ref: E.C. Section 88207] (Continued)**

#### **§ 12.8.2 Continued**

2. Such other reasons approved by the Superintendent/President or designee.

**§ 12.8.3** The unit member shall submit a written request to the Superintendent/ President or designee to secure permission for Personal Necessity Leave, other than the type shown in (1.) or (2.) in Section 12.8.1. The Superintendent/President has discretion to require proof of all Personal Necessity Leave requests.

### **§ 12.9 Child Rearing Leave**

**§ 12.9.1** A unit member who is the natural or adoptive parent of a child may request an unpaid leave of absence for the purpose of rearing his/her child.

### **§ 12.10 General Leaves**

**§ 12.10.1** When no other leaves are available, a leave of absence may be granted to a unit member on a paid or unpaid basis at any time upon any terms acceptable to the District Board and the unit member.

**§ 12.10.2** Unit members may apply to the Governing Board for unpaid leave for a period in excess of ten (10) days, but not more than one (1) year, such as educational, general, or purposes of retraining.

**§ 12.10.3** For unpaid leaves of ten (10) days or less, advance approval must be given by the immediate supervisor and appropriate cabinet administrator.

### **§ 12.11 Terms Respecting Leaves of Absence**

**§ 12.11.1** All unit members on paid leave of absence shall receive vacation, holiday and sick leave credit, accrue seniority and be eligible for health and welfare benefits.

**§ 12.11.2** Unit Members on unpaid leave or unit members with thirty-nine (39) month reemployment rights shall, upon their return, retain seniority rights and step position on the salary schedule which they held at the beginning of the leave.

**§ 12.11.3** Unit members on unpaid leave shall be entitled to retain their health and welfare coverage provided they pay the full premiums.

## **Article 12    LEAVES OF ABSENCE (Continued)**

### **§ 12.12    Catastrophic Leave**

**§ 12.12.1**    Unit Members may donate accrued leave to other unit members suffering from catastrophic illness or injury either to themselves, a spouse or a domestic partner, a parent or to a dependent child.

**§ 12.12.2**    Catastrophic leave is a paid leave of absence due to a life threatening or verifiable long-term illness or injury which clearly disables the individual.

**§ 12.12.3**    Unit Members who have successfully completed two thousand, eighty (2,080) hours or one (1) year in paid status shall be eligible for catastrophic leave due to their own catastrophic illness or injury or catastrophic illness or injury to spouse or a domestic partner, parent or dependent child.

**§ 12.12.4**    The unit member must first exhaust all accrued sick leave, vacation leave, compensatory time and other paid time (e.g. PTO) before qualifying for catastrophic leave.

**§ 12.12.5**    Catastrophic leave shall be additional paid leave available from sick leave, vacation, compensatory time, or other paid time donated by other unit members to a specific qualified unit member or from the Catastrophic Leave Bank.

**§ 12.12.6**    Unit members donating sick leave, vacation, compensatory time, or other paid time must donate in increments of whole hours. The donating member must retain a sick leave balance of at least ninety-six (96) hours after the donation of sick leave; retain a vacation leave balance of at least forty (40) hours after the donation of vacation leave; and may donate all of their accrued compensatory time.

1.    Unit members donating sick leave may donate sick leave to eligible members within the unit only.
2.    Unit members donating vacation, compensatory time, or other paid time (i.e. PTO) may donate to eligible persons outside of the unit (i.e., may donate to faculty or management employees also).

**§ 12.12.7**    A unit member requesting catastrophic leave must receive the recommendation of his or her immediate supervisor, supervising administrator, and the approval of the Vice President of Human Resources. Such leave may initially be approved up to a maximum of one hundred seventy-five (175) donated hours, or equal to one (1) month of unit member's current assignment; whichever is less. If the catastrophic illness or injury continues, up to an additional one hundred seventy-five (175) hours, or equal to one (1) month of the unit member's current assignment, whichever is less, may be recommended and approved.

**Article 12 LEAVES OF ABSENCE (Continued)**

**§ 12.12 Catastrophic Leave (Continued)**

**§ 12.12.8** Requested time for eligible unit members will first be deducted from the Catastrophic Leave Bank. This will be required until the balance of the Catastrophic Leave Bank is reduced to 2,080 hours.

As soon as the balance of the Catastrophic Leave Bank is at 2,080 hours, any requests for catastrophic leave donations shall be made through publication of a notice in a campus-wide, internal publication through the Public Relations Office, or by special notice distributed through the Human Resources Department.

**§ 12.12.9** The Human Resources Department shall adjust all unit member leave balances for the donation and use thereof. All time donated shall be credited on an hour-for-hour basis regardless of pay differentials between donating unit member and recipient.

**§ 12.12.10** Catastrophic leave shall not be used in conjunction with any long term disability benefits or Worker's Compensation leave.

**§ 12.12.11** While a unit member is on catastrophic leave, using donated hours, the unit member shall not accrue any vacation or sick leave.

**§ 12.12.12** In the event that any donated catastrophic leave time remains unused by the unit member, that time shall be returned into the Catastrophic Leave Bank, which shall be made available to other qualified unit members pursuant to the terms of this Article.

**§ 12.12.13** Unit members who leave the District may not transfer their unused sick leave into a catastrophic leave bank.

**§ 12.13 Custodial Substitute Utilization**

**§ 12.13.1** The District may, at its discretion utilize substitutes when necessary to provide coverage for custodial unit members who are unavailable for any reason. The District may contract with an outside agency, or maintain an internal pool of substitute unit members, in order to ensure the availability of adequate numbers of substitutes. The decision to provide substitute coverage in any particular instance rests with the District, and shall be made with due consideration of custodial staff workloads.



## **Article 12 LEAVES OF ABSENCE (Continued)**

### **§ 12.14 Family Care & Medical Leave**

This section shall be applied and interpreted in accordance with the provisions of the federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), Government Code Section 12945.2, and applicable regulations. The District shall provide for all mandatory provisions of these acts, and reserves the right, at its sole discretion, to consider granting unit members, upon their request, any non-mandatory, but permissible provisions under the acts.

#### **§ 12.14.1 Eligibility**

A unit member with one year of service, and at least 1,250 hours in paid status during the previous twelve (12) months is eligible for the leaves described below.

#### **§ 12.14.2 Purposes For Which Leave May be Taken**

1. Birth, adoption or foster care placement of a child.
2. Care of a child (including foster, step and adult children and legal wards), parent or spouse with a serious health condition, or a serious health condition which renders the unit member unable to perform his/her essential job functions.
3. A qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member or called to active duty status with the Armed Forces.
4. To care for a covered military member with a serious injury or illness if the eligible employee is the military service member's spouse, son, daughter, parent, or next of kin.

FMLA definitions shall be used to define and to interpret the following terms used in Article 12.14:

- a. A "child" means a biological, adopted or foster child, a step-child, a legal ward, or a child of a person standing in loco parentis who is either under eighteen years old or is an adult dependent child.
- b. A "parent" means a biological, foster or adoptive parent, a step-parent, or parent or an individual who stood in loco parentis to a unit member when he/she was a child. The term parent does not include in-laws.
- c. "A serious health condition" means an illness or injury, impairment, or physical or mental condition that requires in-patient care or continuing treatment by a health care provider.

## **Article 12 LEAVES OF ABSENCE (Continued)**

### **§ 12.14.2 Purposes For Which Leave May be Taken (Continued)**

5. Disability of the unit member [except that CFRA excludes pregnancy disability, which is covered under Government Code Section 12945(b)(2)].

### **§ 12.14.3 Duration of Leave**

1. All leave is unpaid.
2. Leave may be taken for a total of twelve (12) work weeks in a twelve (12) month period.
3. Leave may be taken for a total of twenty-six (26) work weeks in a twelve (12) month period for a reason as defined in 12.14.2.4.
4. Leave is pro-rated for part-time unit members.
5. Intermittent leave in the form of reduced work days or work weeks may be requested by the unit member. The decision to grant and/or deny such request shall be made at the sole discretion of the District. An intermittent leave shall be judged on the special circumstances presented by the unit member. The District's decision shall be final and is not grievable under the Agreement, Article 13, "Grievance Procedure."
6. When agreed to by the unit member and the District, intermittent leave shall be scheduled, to the extent possible, to minimize disruption and any extra cost to the District.

### **§ 12.14.4 Time for Commencement of Leave**

1. Leave for birth or adoption of a child must conclude within one year of the birth or adoption. Leave need not all be taken at one time.
2. Pregnancy disability leave is treated separately under CFRA (See Government Code Section 12945(b)(2)).

### **§ 12.14.5 Unit Member Notice**

The unit member must comply with the District's usual and customary requirements for requesting leave and provide enough information for the District to reasonably determine whether the FMLA may apply to the leave request. The unit member must request leave 30 days in advance when the need for leave is foreseeable. When the need for leave is foreseeable less than 30 days in advance or is unforeseeable, the unit member must provide notice as soon as possible and practicable under the circumstances.

**Article 12 LEAVES OF ABSENCE (Continued)**

**§ 12.14.6 Continuation of Health & Welfare Benefits**

1. The District will continue to pay the unit member's health and welfare benefits to the same extent the District would have paid for such benefits if the unit member would have continued working.
2. If the unit member does not return at the end of the leave, the District may collect the amount expended for benefits unless the failure to return is because of disability or other reasons beyond the control of the unit member.

**§ 12.14.7 Status While on Leave**

Family Care Leave does not constitute a break in service for purposes of seniority or longevity.

**§ 12.14.8 Spouse and/or Registered Domestic Partners who are Unit Members**

If both individuals are currently employed by the District and covered under the provisions of the FMLA and CFRA, each unit member is entitled to twelve (12) weeks of leave.

**§ 12.14.9 Verification**

1. The unit member shall provide acceptable written verification to the District's Human Resources Office of the need for leave to care for a spouse, parent or child or for the unit member's own serious health condition.
2. Verification may be provided by a physician, osteopath or other health care provider designated by the U.S. Secretary of Labor.
3. The District may, at its sole discretion and expense, require additional medical evaluation of the unit member's own health condition, but not of the unit member's spouse, parent or child.

## **Article 12 LEAVES OF ABSENCE (Continued)**

### **§ 12.14.10 Right to Reinstatement**

A unit member is entitled to reinstatement to the same or comparable position, except that a salaried unit member who is among the highest paid ten (10%) percent of the District's unit members may be denied reinstatement if reinstatement would cause substantial economic injury to the District. The District must notify the unit member of the intent to deny reinstatement as soon as the decision is made. If the notice is given after commencement of the leave, the unit member has the right to return immediately to work following receipt of the notice.

### **§ 12.14.11 Concurrent Running of Leaves**

To the extent allowable under the Federal and State regulations implementing FMLA and CFRA, unit members are required to take concurrently any other paid leaves available to them for such purposes covered under this Section.

### **§ 12.15 Reemployment Rights**

When all available leaves of absence, paid or unpaid, have been exhausted and if the unit member is not medically able to assume the duties of the unit member's position, the unit member shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, the unit member shall be employed in a vacant position in the class of the unit member's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the unit member shall be listed in accordance with appropriate seniority regulations.

### **§ 12.16 Family School Partnership Act**

**§ 12.16.1** Pursuant to the provisions of the Family School Partnership Act, unit members are allowed to be absent from work to participate in K-12 school activities of their children for whom they have custody. For such activities, unit members may utilize vacation or compensatory time off for up to forty (40) hours each school year, not to exceed eight (8) hours in any calendar month.

**Article 12 LEAVES OF ABSENCE (Continued)**

**§ 12.17 Monitoring Absences**

**§ 12.17.1** Upon returning from any absence (vacation, sick leave, medical appt., etc.) the unit member will complete and submit a Notice of Absence (NOA) to his/her supervisor within 10 working days, who will approve or decline to approve it within 10 working days. The supervisor will forward this form, unrevised except as to approval or denial, to Human Resources. If the unit member fails to submit an NOA within 10 working days, the supervisor will complete an NOA within 10 working days and submit it to Human Resources, with a copy given to the unit member.

If any revision to the NOA becomes necessary, it shall be returned to the unit member for revision. Once agreement is reached between the supervisor and the unit member the NOA is then submitted to Human Resources.

If agreement cannot be reached regarding the reporting of an absence, the supervisor will bring it to the attention of Human Resources for a determination.

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## **Article 13    GRIEVANCE PROCEDURE**

### **§ 13.1    Definitions**

**§ 13.1.1**        A "grievance" is an allegation by a grievant that he/she has been directly or adversely affected by a misapplication, a misinterpretation, or a violation of a specific provision of this Agreement.

**§ 13.1.2**        A "grievant" is a unit member or unit members of the District covered by the terms of this Agreement, or SEIU with written approval of the grievant, with an alleged grievance.

**§ 13.1.3**        A "day" is any day in which the administrative offices of the College District are open for business.

### **§ 13.2    Job Steward**

**§ 13.2.1**        SEIU shall notify the District in writing of those members of SEIU designated as Job Stewards and any subsequent changes. No more than six (6) members shall be designated as Job Stewards.

**§ 13.2.2**        Job Stewards shall be released upon request for a maximum of sixteen (16) hours, travel time inclusive, per month.

**§ 13.2.3**        The Job Steward shall request release from the Supervisor in charge and shall report in upon return to duty. That release shall not be unreasonably denied.

**§ 13.2.4**        Upon entering another work location, the Job Steward shall identify herself/himself, if possible, to the supervisor in charge of that location and state the purpose and expected duration of the visit.

**§ 13.2.5**        The Job Steward may be denied permission by the District's representative to talk to the unit member on his/her duty time if that will unduly interfere with the unit member's work. Any disagreement over this access shall be immediately referred to the Vice President of Business Services, or designee, for determination. Provision of this remedy shall not bar use of the Grievance Procedure.

**Article 13 GRIEVANCE PROCEDURE (Continued)**

**§ 13.2 Job Steward (Continued)**

**§ 13.2.6** The Job Steward shall use his/her own time to perform any duty requirements that exceed the amount of released time granted in this section. If a Job Steward is required, because of the sixteen (16) hour limitation, to pursue a duty requirement that includes meeting with a management representative after regular working hours, management shall make reasonable efforts to have a representative available for such a meeting outside normal working hours.

**§ 13.2.7** Stewards shall report use of release time using a Notice of Absence form. One (1) copy will go to the unit member's supervisor, one (1) copy to Human Resources, and one (1) copy to SEIU.

**§ 13.3 Informal Level**

**§ 13.3.1** Before filing a formal grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor. Failure to file formal grievances within the specific time limits invalidates the grievance.

**§ 13.4 Formal Level**

**§ 13.4.1 Level I**

1. Within ten (10) days after an attempt to informally resolve the issue with his/her immediate supervisor, the grievant must present the grievance in writing to the Vice President of Human Resources, with copies to the grievant's immediate supervisor and to SEIU. The District shall provide a Grievance Form for grievant's use.
2. The written grievance shall include the name of the grievant, a clear, concise statement of the grievance, the specific section of the collective bargaining agreement allegedly misinterpreted, misapplied, or violated, the circumstances involved, the decision rendered at the informal conference, and the remedy sought.
3. The Vice President of Human Resources shall, within five (5) days of receiving the grievance, meet with the grievant and grievant's representative and the appropriate management team member to discuss the grievance. The Vice President of Human Resources shall communicate a decision, in writing, within five (5) days following the grievance meeting.



**Article 13 GRIEVANCE PROCEDURE (Continued)**

**§ 13.4 Formal Level (Continued)**

**§ 13.4.2 Level II**

1. Prior to an arbitration hearing, the parties will request the assistance of a mediator from the State Conciliation Service in an attempt to resolve the grievance. The mediator shall have no authority to resolve the grievance except by agreement of the District and the Union. In the event the grievance is not resolved, neither stipulations, admissions, settlement proposals nor concessions agreed to or offered during mediation shall be admissible at a subsequent hearing.

**§ 13.4.3 Level III**

1. In the event that the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision to the Superintendent/President, within ten (10) days after receiving the Level II decision.
2. The appeal shall include a copy of the original grievance, the Level I decision, the Level II decision (if applicable), and a clear, concise statement of the reason(s) for the appeal.
3. The Superintendent/President, shall, within ten (10) days of receiving the grievance, meet with the grievant and grievant's representative to discuss the grievance. The Superintendent/President, shall communicate a decision, in writing, within ten (10) days following the grievance meeting.

**§ 13.4.4 Level IV**

1. In the event that the grievant is not satisfied with the decision at Level III, SEIU, on behalf of the grievant, may request that the dispute be submitted to advisory arbitration within twenty (20) days of receipt of the decision of Level III.
2. An arbitrator shall be selected by any means mutually agreeable to the parties, or absent mutual agreement, from a list of five (5) arbitrators obtained via a joint request to the American Arbitration Association. The arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance.
3. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement.

**Article 13 GRIEVANCE PROCEDURE (Continued)**

**§ 13.4 Formal Level (Continued)**

**§ 13.4.4 Level IV (Continued)**

4. The recommendation of the arbitrator shall be made solely upon the evidence and arguments presented to the arbitrator by the respective parties. Neither offers nor concessions for settlement made during the grievance procedure shall be admissible in arbitration.
5. The decision of the arbitrator shall be advisory. The Board of Trustees shall act to accept or reject the arbitrator's decision within thirty (30) days of receipt of the decision. The decision of the Board shall be in writing, and include a finding of facts and justification for the decision. The decision of the Board shall be final. Grievant not satisfied with the final decision of the Board may resort to a court of competent jurisdiction to pursue whatever other legal remedies are available.
6. The cost of employing the arbitrator and court reporter shall be borne by the unsuccessful party to the arbitration. If the decision is split then the parties shall share the costs. All other costs such as, but not limited to attorney's fees and witness fees shall be borne only by the party incurring that cost. Unit members of the District called to testify at a hearing by either party shall do so on work time if said testimony coincides with the unit member's regular work schedule.

**§ 13.5 Miscellaneous**

**§ 13.5.1** Until final disposition of the grievance takes place, the grievant is required to conform to the original direction of grievant's supervisor.

**§ 13.5.2** Neither the Vice President of Human Resources nor the Superintendent/ President shall be required to handle more than two (2) grievances at a time. If more than two (2) grievances are pending, time limits shall be extended correspondingly.

**§ 13.5.3** A grievant shall be entitled to representation at each step of the grievance procedure, and shall be entitled to participate in all grievance proceedings on work time.

**§ 13.5.4** By mutual agreement between the parties, any step of the grievance procedure may be extended in time.

**Article 13    GRIEVANCE PROCEDURE (Continued)**

**§ 13.5    Miscellaneous (Continued)**

**§ 13.5.5**        A unit member covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of SEIU as long as the adjustment is not inconsistent with the terms of this Agreement. SEIU shall be provided copies of any grievance filed directly by unit members and any responses by the District. Prior to any resolution of any grievance, SEIU shall be given the opportunity to file a written response to the proposed resolution.

**§ 13.5.6**        The parties may mutually agree to alternative methods of resolving grievances, including but not limited to mediation and informal hearings prior to submitting a grievance to arbitration.

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## **Article 14 FILLING VACANT POSITIONS**

### **§ 14.1 Transfer**

**§ 14.1.1** A “transfer” is a move from one (1) work location or department or supervisor to another work location or department or supervisor in the District within the same job classification, or a job classification at the same or lower salary range.

**§ 14.1.2** Any permanent regular classified unit member may use the Transfer process to apply for a transfer, as defined in Section 14.1.1, so long as the unit member meets minimum qualifications or the equivalent for the new position and the total combined full-time equivalent (FTE) of additional positions does not exceed 1.0. Unit members may also increase their time base (i.e., work year) through transfer.

### **§ 14.2 Transfer Eligibility**

**§ 14.2.1** Any permanent employee may request consideration for transfer.

### **§ 14.3 Applying for Transfer**

**§ 14.3.1** When a new position is created, or an existing position becomes vacant, the District shall first offer the opportunity for transfer to qualified unit members prior to an open recruitment.

**§ 14.3.2** The District’s Human Resources Department website will include all internal recruitments on the ‘Internal Employment’ tab of the site. Vacant positions will be listed on the Internal Employment tab on the Human Resources website for a minimum of five (5) working days. These postings will include a brief description of the position and will allow candidates to apply online. Human Resources staff will also notify District employees when internal positions are available for all regular, Classified staff to apply.

**§ 14.3.3** Unit members wishing to apply for transfer must apply online at the Human Resources website identifying the position for which they wish to be considered. The online application, along with any other required materials specified in the posting, must be submitted no later than when the position is removed from the website.

Employees meeting the prescribed criteria and minimum qualifications or the equivalent as determined by Human Resources shall be eligible to interview for the position. Interviews will be held within a reasonable period of time after the position is removed from the Internal Employment tab on the Human Resources website.

**Article 14 FILLING VACANT POSITIONS (Continued)**

**§ 14.3 Applying for Transfer (Continued)**

§ 14.3.4 Unit members who are not selected for transfer may, in writing, request the reason(s) from the Human Resources Department. The Human Resources Department shall respond to such request in a reasonable period of time.

§ 14.3.5 Requests for Transfer shall not be accepted once recruitment procedures have begun.

Unit members who do not apply online within the designated time period must compete for the position through the open recruitment process.

§ 14.3.6 Unit members who are offered the position, will advise his/her supervisor of his/her decision to accept the new position within one working day.

**§ 14.4 Selection for Transfer**

§ 14.4.1 Final decision on selection to fill vacancies shall be within the sole discretion of the District. Selections shall be made on the basis of merit, including, but not limited to, such factors as skills, knowledge, personal qualifications, and potential for growth. In considering unit members for transfer, attention shall be given to past evaluations, reference checks, experience and knowledge of the District's personnel, students, policies and procedures.

**§ 14.5 Failure to Complete the Probationary Period in a New Position**

§ 14.5.1 Unit members who assume any new permanent assignment will be subject to a regular, 6-month probationary period regardless of whether or not this new assignment is considered a promotion, demotion (i.e., voluntary, non-disciplinary), or is in the same classification as their former classification. If a unit member fails probation and if their previous position is currently filled, a comparable job in his/her previous classification (and former salary, FTE, and work year) will be found. If no position in that classification exists, the unit member may be temporarily assigned to a job in a lower classification with no loss of pay or status. At the District's discretion, the unit member may be temporarily assigned to a position in a higher classification for which he/she meets minimum qualifications or the equivalent until a suitable vacancy in the original classification occurs.

**Article 14 FILLING VACANT POSITIONS (Continued)**

**§ 14.5 Failure to Complete the Probationary Period in a New Position (Continued)**

§ 14.5.2 Notwithstanding Article 14.5.1, the District retains at all times the right to discipline employees for reasonable cause in accordance with Article 21.5. Normally, the District will not move to formal discipline (i.e., suspension, demotion, termination) for mere incompetence or inefficiency in the performance of one's duties (Article 21.5.1.8) until such time as the employee has failed two consecutive probationary periods.

**§ 14.6 District-Initiated Transfer**

§ 14.6.1 A District-initiated transfer may become necessary to meet administrative needs, economic necessity, operational efficiency, and other reasons including, but not limited to, meeting the requirements of the District's total operational programs.

§ 14.6.2 A unit member who is the subject of a District-initiated transfer shall have an opportunity to indicate a preference from a list of vacancies, if applicable, and the District shall consider the unit member's preference from the list of vacancies in making the transfer.

§ 14.6.3 No District-initiated transfer shall be arbitrary, capricious, discriminatory, or a substitute for discipline.

§ 14.6.4 As much advance notice as is reasonably possible will be given to the unit member. In general, the unit member to be transferred shall be given at least ten (10) work days advance notice and reason(s) for the impending transfer. This notice shall be in writing.

§ 14.6.5 A District-initiated transfer shall not result in the loss of seniority, longevity increment, or any health and welfare benefits for the unit member.

§ 14.6.6 A District-initiated transfer which would necessitate lowering of the unit member's salary range will result in the unit member's salary being Y-rated until such time as his/her current salary is at least equivalent to that of the position to which he/she has been involuntarily transferred.

§ 14.6.7 A unit member subjected to a District-initiated transfer into a different classification, for economic reasons, shall be notified of, offered, and have the first right of refusal up to two times in 39 months, to return to their original position in their original work location when an opening becomes available.

**Article 14 FILLING VACANT POSITIONS (Continued)**

**§ 14.7 Posting of Vacancy Notice for Open Recruitments**

**§ 14.7.1** Notice of all job vacancies within the bargaining unit shall be posted on the District's Human Resources website.

**§ 14.8 Filing**

**§ 14.8.1** Any eligible unit member in the bargaining unit may file for the vacancy by submitting an online employment application and other required materials to the Human Resources Department within the filing period.

**§ 14.9 Notice Contents**

**§ 14.9.1** The job vacancy notice shall include: The job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, regular assigned work shift times, days per week and months per year assigned to the position, the salary range and the deadline for filing to fill the vacancy.

**§ 14.10 Advancement**

**§ 14.10.1** Unit members are encouraged by the District to seek advancement and will be given individual assistance by the Human Resources Department in identifying District-related occupational opportunities.

**§ 14.11 Reinstatement after Resignation**

**§ 14.11.1** A classified employee who voluntarily resigns from his or her regular classified position and who is in good standing prior to resigning, and is subsequently reemployed by the District, shall have his/her former rate of vacation accrual reinstated provided they meet the following criteria:

1. The reemployment is within 18 months after the employee's last day of paid service.
2. The new position is in his or her former classification, or in a related lower class, or a lower class in which the employee formerly had regular status.
3. "Good Standing" means that the employee voluntarily separated from the District by means other than through termination, or resignation in lieu of termination.



**Article 14 FILLING VACANT POSITIONS (Continued)**

**§ 14.11 Reinstatement after Resignation (Continued)**

**§ 14.11.2** If a classified employee meets the criteria in 14.11.1 the District shall disregard (i.e. not include) the break in service and reinstate the employee's former rate of vacation accrual. The District shall also count the years of prior service towards eligibility for the stipend either as a Regular Retiree or as a participant in the Early Retirement Option (ERO), however the years of prior service will not count toward seniority.

**§ 14.11.3** The provisions of Sections 14.11.1 and 14.11.2 will apply to employees currently employed with the District who have had a break in service of not more than 18 months, and there will be no other retroactivity. The effective date for the change in rate of vacation accrual will be January 1, 2008.

**§ 14.12 Positions Designated as Bilingual**

**§ 14.12.1** The District will not designate bargaining unit positions as bilingual (either required or preferred) without written notice and an opportunity to meet and discuss with SEIU.

**§ 14.13 Classified Interview Committees**

**§ 14.13.1** A classified interview committee will be formed for all transfer and open recruitments.

**§ 14.13.2** The same committee that is formed for a transfer recruitment may be used for the open recruitment if the position is not filled by transfer.

**§ 14.13.3** A classified interview committee shall be comprised of no fewer than three (3) members. The membership shall include the area supervisor and/or department chair or designated administrator to serve as Committee Chair and at least two (2) classified employees, one appointed by SEIU and the second appointed by Classified Senate, at least one of whom should be from the department in which the vacancy exists or from a related department, discipline or position. The Committee Chair may invite the participation of additional management or faculty who are subject experts in the area. All search committee members will be voting members.

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## **Article 15 SAFETY**

### **§ 15.1 Safety Committee**

**§ 15.1.1** A Safety Committee shall have two (2) unit members appointed by SEIU and shall have at least two (2) members appointed by the Superintendent/President, plus such consultants as are required.

**§ 15.1.2** This committee shall meet periodically to review and make recommendations regarding complaints received about health, safety, sanitation and working conditions.

**§ 15.1.3** The unit members of the committee shall be allowed reasonable release time to meet as members of the committee.

**§ 15.1.4** No unit member shall be discriminated against as a result of reporting any condition in Safety Committee meetings.

### **§ 15.2 Equipment**

**§ 15.2.1** Should the duties of a unit member require the use of equipment to ensure the safety of the unit member, the District shall furnish such equipment.

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## **Article 16     FRINGE BENEFITS FOR RETIREES**

### **§ 16.1     Definition**

**§ 16.1.1**        Throughout Article 16 the term “regular retiree” refers to all retirees who are not participating in the Early Retirement Option. In all aspects of retiree benefits, including retirement stipends, coverage is extended to include domestic partners (same or different sex), subject to provider approval.

**§ 16.1.2**        Unit members who retire from services shall be entitled to all the negotiated retiree benefits for which they qualify. These benefits shall be coordinated with Medicare benefits.

### **§ 16.2     Stipend**

Eligible retired unit members qualify for an \$84.00 per month retiree only, or \$136.50 per month for retiree and spouse/domestic partner and/or eligible dependent. To qualify for the medical/dental stipend, the retiree must be minimally fifty-five (55) years of age and have completed a minimum of fifteen (15) full-time years of service. The total of age and years of service must equal eighty (80) years or greater. Calculation of years of classified service shall be based on 1720 hours in paid status worked per fiscal year. Unpaid leaves of absence will not be considered in the computation of years of service. SRJC “service” may be any combination of regular classified, management or regular faculty; regular service at less than 100% FTE will be computed on a pro-rata basis. Stipend-eligible retirees will begin receiving the medical/dental stipend immediately upon their retirement.

### **§ 16.3     Spouse Eligibility**

If a regular retiree's death precedes his/her spouse's or domestic partner's or eligible dependent's, the spouse/domestic partner/dependent is still entitled to remain on the group coverage and partially offset the cost with the single stipend.

### **§ 16.4     Dental**

Any classified SRJC retiree may enroll in and purchase the SRJC retiree dental plan at their own cost.

## **Article 16     FRINGE BENEFITS FOR RETIREES (Continued)**

### **§ 16.5     Open Enrollment**

All new and existing regular retirees and early retirees who are enrolled in a SRJC group retiree medical plan are entitled to participate in the District's annual group medical insurance plans' Open Enrollment process, including receiving advance written notification.

### **§ 16.6     Administration**

The administration of retiree benefits will occur in the same manner as the administration of active employee benefits (refer to Article 9). There will be a retired unit representative on the "Fringe Benefits Committee" to act in an advisory capacity, providing input on the research and review of proposed and existing programs. All classified retiree medical and dental benefits will be negotiated on an annual basis at the unit members' negotiating table.

### **§ 16.7     Early Retirement Option**

The Early Retirement Option (ERO) shall be available to any classified member who meets the minimum qualifications for eligibility.

#### **A. Incentive Plan**

1. The individual who chooses the Early Retirement provisions will be granted the same medical/dental benefit package that is received by currently employed full-time classified employees employed at that time by the District. These benefits will cease on the first day of the month in which the retiree reaches the age of Medicare eligibility. If the Early Retiree dies before age 65, the spouse/domestic partner and/or eligible dependents coverage under the Early Retiree Option will cease the first day of the month in which the retiree would have reached the age of 65. At such time, the eligible survivor will receive the single retiree stipend amount. See Appendix K – Memorandum of Understanding (Multi-site Kaiser Plans)
2. Alternate early retirement provisions for medical/dental coverage:
  - a. Monthly payment option. Upon request, early retirees who reside out of the District's medical service area will be granted a monthly payment equal to the amount of the premium that would otherwise be paid to the medical coverage provider for said individual upon proof that the retiree is securing medical and dental benefits elsewhere.

**Article 16     FRINGE BENEFITS FOR RETIREES (Continued)**

**§ 16.7     Early Retirement Option (Continued)**

- b. No guarantee of reinstatement. There is no guarantee that a retired classified member who elects this monthly payment option will be eligible for reinstatement into the health plan at a later date, if the retiree should want to return to the plan.
3. On the first day of the month in which the retiree reaches age 65 and the eligibility for Medicare of the individual choosing the Early Retirement option, the incentive benefits will be converted to the medical/dental stipend then being received by regular retirees of equal or superior age with no other eligibility criteria applied.
4. It is the responsibility of each potential early retiree to carefully evaluate his/her personal economic situation with respect to all applicable retirement systems and other retirement income prior to applying for early retirement. Once the signed application and agreement form(s) are approved by the Superintendent/President and the Board of Trustees, the decision to resign and retire may not be rescinded. Candidates for early retirement are encouraged to consult a PERS advisor and pursue all other advisory sources that will clarify their personal financial situation upon retirement.
5. All early retirements commence at the beginning of the month following the last date of service.

**B. Eligibility for employees hired prior to 10/1/2013**

1. The regular classified staff member must have completed a minimum of fifteen years of full-time employment with the District, five of which must have been as a regular classified member. Calculation of years of classified service shall be based on 1720 hours worked per year. Unpaid leaves of absence will not be considered in the computation of years of service. Regular service at less than 100%, including 9 month employees, will be computed and accumulated on a pro rata basis.
2. The applicant must have attained a minimum age of fifty-five (55) years or a maximum age of 64 on, or before their final month of service.

**Article 16     FRINGE BENEFITS FOR RETIREES (Continued)**

**§ 16.7     Early Retirement Option (Continued)**

3. The applicant must satisfactorily complete and submit the necessary Early Retirement Application and Agreement Form(s) at least 120 calendar days prior to the effective date of retirement.
4. If the early retiree subsequently becomes employed after retiring from the District, the benefits provided by the Sonoma County Junior College District under the Early Retirement provisions become secondary to those provided by the new employer.
5. Should the early retiree terminate his/her medical/dental benefits package with the Sonoma County Junior College District, the District cannot guarantee that the early retiree will be reinstated by the insurance carrier under group coverage currently provided to currently employed classified staff. However, if the early retiree maintains the SRJC medical/dental benefits throughout his/her early retirement status, then on the first day of the month in which the retiree reaches age sixty-five, he/she will automatically be eligible to enroll in and purchase any existing SRJC retiree group medical/dental options, subject to provider approval.

**C. Eligibility for employees hired on or after 10/1/2013**

1. The regular classified staff member must have completed a minimum of seventeen years of full-time employment with the District, five of which must have been as a regular classified member. Calculation of years of classified service shall be based on 1720 hours worked per year. Unpaid leaves of absence will not be considered in the computation of years of service. Regular service at less than 100%, including 9 month employees, will be computed and accumulated on a pro rata basis.
2. The applicant must have attained a minimum age of sixty-two (62) years or a maximum age of 64 on, or before their final month of service.
3. The applicant must satisfactorily complete and submit the necessary Early Retirement Application and Agreement Form(s) at least 120 calendar days prior to the effective date of retirement.
4. If the early retiree subsequently becomes employed after retiring from the District, the benefits provided by the Sonoma County Junior College District under the Early Retirement provisions become secondary to those provided by the new employer.



**Article 16     FRINGE BENEFITS FOR RETIREES (Continued)**

**§ 16.7     Early Retirement Option (Continued)**

5. Should the early retiree terminate his/her medical/dental benefits package with the Sonoma County Junior College District, the District cannot guarantee that the early retiree will be reinstated by the insurance carrier under group coverage currently provided to currently employed classified staff. However, if the early retiree maintains the SRJC medical/dental benefits throughout his/her early retirement status, then on the first day of the month in which the retiree reaches age sixty-five, he/she will automatically be eligible to enroll in and purchase any existing SRJC retiree group medical/dental options, subject to provider approval.

**D. Procedures**

1. Early Retirement Application and Agreement Form(s) may be obtained from the Human Resources Department.
2. To be considered for Early Retirement under the provisions of the incentive program, the application form(s) must be completed and submitted to the Human Resources Department at least 120 calendar days prior to the effective date of retirement.
3. All applications will be reviewed by the President and the Vice President of Human Resources. The applications of those candidates who qualify for the program will then be forwarded, in a timely fashion, to the Board for appropriate action at the next regular Board meeting. Any questions that arise regarding the eligibility of an individual will be reviewed with the applicant.
4. If extenuating circumstances arise, exceptions to the application deadline will require approval by the Superintendent/President and by the Board of Trustees.

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**Article 17    CONCERTED ACTIVITIES**

**§ 17.1    Strike, Work Stoppage, Etc.**

**§ 17.1.1**        It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by SEIU or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

**§ 17.2    SEIU Compliance**

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

**§ 17.3    Lockout**

**§ 17.3.1**        During the term of this Agreement, there shall be no lockout.

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## **Article 18 SEVERABILITY**

### **§ 18.1 Savings Clause**

**§ 18.1.1** If, during the life of this Agreement, there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

### **§ 18.2 Replacement for Severed Provision**

**§ 18.2.1** In the event of suspension or invalidation of any article of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of further negotiations on the article or section in question.

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## **Article 19 CLASSIFICATION/RECLASSIFICATION**

Both parties agree to work with the CEC to streamline the annual review process by modifying required forms, modifying current practices, etc.

Both parties agree that any proposed changes to streamline the CRC process will be subject to mutual agreement by the following: the Vice President of Human Resources, the Co-Chairs of CRC, and the SEIU President.

### **§ 19.1 Composition of the Classification Review Committee**

**§ 19.1.1** The Classification Review Committee (CRC) will consist of six members, three from management and three regular classified staff. There will be two co-chairs, one representing management and one representing classified. Members will serve a term of at least three years. Two (2) members (one manager and one classified) shall rotate off each year beginning in 2001-2002, with two (2) new members (one manager and one classified) being trained each year beginning 2000-2001.

### **§ 19.2 Direction and Methodology of the Classification Review Committee**

**§ 19.2.1** The Classification Review Committee will be jointly directed by the District and SEIU. All direction will be in written form and will be signed by both. All recommendations from the CRC will also be in writing, signed by both co-chairs of CRC, and will be addressed to both the District and SEIU.

**§ 19.2.2** The reclassification process shall incorporate the Hay methodology to maintain equity and consistency with the comprehensive classification study that evaluated all regular classified positions in 1999-2000.

### **§ 19.3 Classification Review Schedule**

**§ 19.3.1** All regular classified positions in the SRJC District will be automatically reviewed by Group once every five years according to a set schedule. See Appendix I for a listing of positions by Group. This schedule is to start in the fiscal year 2011-2012 with Group 1 and continue without interruption. CRC will forward their recommendations to the District and SEIU at the conclusion of each yearly study. Each year, approximately 20% of the positions will be scheduled as follows:

## **Article 19 CLASSIFICATION/RECLASSIFICATION (Continued)**

### **§ 19.3 Classification Review Schedule (Continued)**

Group #1	Cross-component Group (Administrative Assistant Family)
Group #2	Cross Component Group (Facilities & IT Classifications) Formerly: Administrative Services
Group #3	Cross Component Group (Business Services, HR & PR) Formerly: Business Services
Group #4	Academic Affairs
Group #5	Student Services

**§ 19.3.2** Both parties agree that the classification/reclassification process will be on hiatus for 2016/17. The CRC will use this hiatus to study the current methodology or explore another process. Both sides agree to keep the off-schedule review process during this hiatus. Any changes to the existing methodology will be negotiated in the 2016/17 negotiations cycle.

\$97,000 from the one year salary savings from the hiatus of the classification/reclassification process will be credited to the SEIU benefits reserve fund to be used for future negotiations.

### **§ 19.4 Classification Process and Timelines**

**§ 19.4.1** The subsequent steps will be followed each year in reviewing that year's designated classifications:

STEP 1: September 1<sup>st</sup> - Employees will receive from HR a packet of materials for their classification review. In that packet they will find a cover letter, a blank PDQ, and a Waiver of Participation. Employees will have one month in which to complete and submit their PDQ's. If there is no incumbent, the supervisor will complete the PDQ. If the assistance of a "coach" is desired, please call the Classified Co-Chair of CRC for a list and availability of coaches.

STEP 2: If the employee waives their right to submit a PDQ, they must sign the waiver and return it to Human Resources. In signing this waiver, the employee agrees to also waive any right to appeal the results of the review. In this case, the supervisor is directed to complete a PDQ on behalf of the employee. Sample PDQ's are available online and previous PDQ's for a position are available upon request by the incumbent or their supervisor.



## **Article 19 CLASSIFICATION/RECLASSIFICATION (Continued)**

### **§ 19.4 Classification Process and Timelines (Continued)**

#### **§ 19.4.1 (Continued)**

STEP 3: Classification Review Committee will read the PDQ's and by January 15<sup>th</sup>, the committee will return to each employee their proposed position title and position description. Employees and their supervisors will have two weeks to respond to the committee's proposal. Each employee must return the Employee Response Form. At this time, if the employee or their supervisor is not in agreement with the committee's proposal, an appeal is requested. All requests for appeals will be honored. Appeals may include a "desk audit" where the co-chairs of the committee visit the employee's work area and seek clarification both from the employee and their supervisor. Some appeals may take longer than others to reach consensus; however, there will be only one appeal for a particular position. Once the committee, the employee, and the supervisor have reviewed all available information and a determination is made, the process will then move forward.

The CRC will not be verifying that individual employees meet the minimum qualifications for the classification they have been recommended to hold. It will be an employee's responsibility to prove their qualifications for any position they may apply for through the Transfer or Promotion process (refer to Article 14).

STEP 4: By March 15<sup>th</sup>, corrected position descriptions will be measured and assigned a grade level. Please note that the position *grade* is not open to appeal.

STEP 5: Results of the classification review will then be implemented effective the following July 1. In the event of significant economic hardship for the District, the District and SEIU shall meet and confer about delaying the implementation beyond July 1.

**§ 19.4.2** Timelines of this process will not be subject to grievance. A summary of the yearly classification schedule and important deadlines is provided in Appendix J.

### **§ 19.5 Off-Schedule Reviews**

#### **§ 19.5.1 General Indications**

An off-schedule review is a classification review of a position other than that provided in the normal five year review cycle. An off-schedule review is indicated when the normal requirements of a position are significantly changed by a triggering event. An off-schedule review is not meant to circumvent the regular review cycle, but is to recognize that positions do sometimes rapidly and significantly change and thus warrant a review.

## **Article 19 CLASSIFICATION/RECLASSIFICATION (Continued)**

### **§ 19.5 Off-Schedule Reviews (Continued)**

#### **§ 19.5.1 General Indications (Continued)**

For purposes of this article a “significant change” is defined to mean a change such that the existing job description is no longer representative of one or more of the following areas: knowledge, experience, skills, and duties. The determination of whether or not a change is significant enough to warrant an off-schedule review resides with the Vice President of Human Resources and the Classified Executive Council President who will review these requests jointly.

#### **§ 19.5.2 Events Triggering an Off-Schedule Review**

There are six events that may trigger an off-schedule review of an existing position, but only if they cause a significant change to that position:

1. Significant Technology Change
2. Board-approved Department Reorganization
3. Move to a New Facility or Location
4. Significant Change to a Vacant Position
5. Working Out of Classification for 12 Consecutive Months
6. Change in Law or Policy

An off-schedule review is automatically triggered whenever a new position is created (see § 19.5.4).

#### **§ 19.5.3 Procedure to Request an Off-Schedule Review**

An off-schedule review can be initiated by the employee, the supervisor, or the area administrator, and must be signed by all three. The signatures are an acknowledgement that each is aware of the request. Opportunity to express agreement or disagreement with the request will be provided as part of the process. The request is made by submitting a Request for Off-Schedule Review to the Assistant Director of Human Resources, who will then share the request with the Vice President of Human Resources and the Classified Executive Council President. These individuals will then review the request and direct the CRC accordingly.

## **Article 19 CLASSIFICATION/RECLASSIFICATION (Continued)**

### **§ 19.5 Off-Schedule Reviews (Continued)**

#### **§ 19.5.4 Creation of a New Position**

The creation of a new classified position automatically triggers an off-schedule review by the CRC so the position can be given the appropriate classification, assigned a group number in the annual review, and to ensure internal equity among existing positions. Following is the typical process that is initiated once a new position is authorized:

1. Manager of the new position drafts a job description.
2. Human Resources reviews the job description.
3. The CRC measures and assigns a classification to the new position.
4. SEIU reviews the job description.
5. District Compliance Office reviews the job description.
6. The Manager, Component Administrator, and possibly the Superintendent/ President review the job description.
7. The proposed job description goes to the Board for final approval.

### **§ 19.6 New Classifications**

**§ 19.6.1** The process of classification review may sometimes result in the creation of a new position title and description. The CRC will take the proposed classification and job description to the incumbent, the supervisor and the area administrator for approval. If the position is vacant, the CRC will take the proposed classification and job description to the supervisor of the proposed position, as well as the area administrator for their approval. In both cases, final approval will be the function of the District and SEIU.

### **§ 19.7 Implementation of CRC Recommendations**

**§ 19.7.1** Recommendations resulting from the annual classification review cycle will be implemented effective the following July 1. Recommendations resulting from an off-schedule review will be implemented following Board approval and will be effective the following work day. In the event of significant economic hardship for the District, the District and SEIU shall meet and confer about delaying implementation.

**§ 19.7.2** If a recommendation results in reducing the grade of a currently occupied position, the incumbent will be Z-rated. Z-rating means that the incumbent will experience no change to salary or benefits. The job description will change, but the grade change will only take effect upon the position being vacated.

**Article 19 CLASSIFICATION/RECLASSIFICATION (Continued)**

**§ 19.7 Implementation of CRC Recommendations (Continued)**

**§ 19.7.3** Recommendations that result in elevating the grade of a currently occupied position will follow the provisions of Article 7.7.1.

The appropriate forms referred to in this article are available either in the office of Human Resources or on the HR website.

## **Article 20 LAYOFF PROCEDURES**

### **§ 20.1 Definitions**

**§ 20.1.1** An "employee" for the purposes of this Article is a probationary or permanent employee of the District.

**§ 20.1.2** A "layoff" is an involuntary reduction in months or hours or separation from the classified service or reassignment to a lower classification in lieu of layoff due to lack of work or lack of funds.

**§ 20.1.3** "Voluntary layoff" is employee consent to a reduction of months or hours or assignment to lower classification in lieu of layoff.

### **§ 20.2 Seniority Procedures**

**§ 20.2.1** Employees serving in current class prior to July 1, 1971 shall have seniority based on their initial date of hire as a probationary employee in their class.

**§ 20.2.2** Employees serving in a class on or after July 1, 1971 shall have seniority based on the number of hours in paid status in the class plus equal or higher classes and exclusive of overtime hours.

### **§ 20.3 Computation of Seniority**

**§ 20.3.1** Computation of seniority in the class shall include hours in paid status up to a maximum of 40 hours per week including:

- a. Vacation, sick leave, military (reserves), and other paid leaves.
- b. Unpaid military leave pursuant to Ed. Code 88116.
- c. Temporary increases and decreases in assignments held as a regular classified employee.

**§ 20.3.2** Computation of seniority shall not include:

- a. Hours served or compensated for in a limited term or provisional assignment (substitute or STNC) prior to entering into the classified service.

**Article 20 LAYOFF PROCEDURES (Continued)**

**§ 20.3 Computation of Seniority (Continued)**

**§ 20.3.2** Computation of seniority shall not include:

- b. Any hours compensated in excess of 40 hours per week.
- c. Time in unpaid status including unpaid leave and docked time except for military leaves as specified in 20. 3.1b and any Voluntary Time off (VTO) in excess of Mandatory Time Off (MTO) or Furlough Time.

**§ 20.4 Computation of Seniority When Classifications Change**

**§ 20.4.1 Previous Classification still exists. Employee Transfers or Promotes.**

An employee who transfers from one class to another, or who is promoted to a higher class shall retain his/her seniority in the former class; seniority in the new class shall begin accumulating on the effective date of the transfer or promotion.

**§ 20.4.2 Previous Classification still exists, Employee Reclassified.**

An employee that is reclassified from one class to another shall retain seniority in the former class; seniority in the new class shall begin accumulating on the effective date of the reclassification.

**§ 20.4.3 Previous Class is Abolished Due to Reclassification**

When reclassification results either in the merger of two (2) or more classes into a newly created class and the abolishment of the previous class, or the separation of a class into two (2) or more newly created classes, and the abolishment of the previous class, then seniority rights of regular employees who are reclassified with their positions shall be computed from the date the employee first began regular service in the former class.

**§ 20.4.4 None of the Above**

If none of the options above pertain, a committee of two employees from Human Resources and two SEIU CEC members will meet and decide where seniority should be credited.

**Article 20 LAYOFF PROCEDURES (Continued)**

**§ 20.4 Computation of Seniority When Classifications Change (Continued)**

**§ 20.4.5 Equal Seniority**

If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the earliest hire date, and if that be equal, then the determination shall be made by lot.

**§ 20.5 Seniority Lists**

**§ 20.5.1** Seniority lists shall be prepared or updated for each class on a yearly basis by November 1 to include seniority accrued through June 30<sup>th</sup> of that year.

**§ 20.5.2** When a seniority list is initially established or updated, the list shall be made available to the employees for review during a ten (10) working day period.

**§ 20.5.3** During the review period, an employee who believes that an error has been made on his/her seniority computation shall notify the Vice President of Human Resources, who shall review the computations along with any additional information provided by the employee. The Vice President of Human Resources will provide the results of the review to the employee within 30 calendar days.

**§ 20.5.4** The updated seniority list approved by the Vice President of Human Resources, will then be available for inspection in the Human Resources Department. In addition, the list will be provided to SEIU.

**§ 20.5.5** Any seniority list will have as a minimum the following information: Position (classification), employee name, hire date, position starting and ending dates, hours in position, seniority ranking, and FTE expressed as decimal number. It will include all the positions (classifications) that a current employee has held along with the seniority ranking in each class.

**§ 20.6 Application**

**§ 20.6.1** The employee with the least seniority in the affected classification plus seniority accrued from serving in a higher classification, shall be laid off first.

**Article 20 LAYOFF PROCEDURES (Continued)**

**§ 20.6 Application (Continued)**

**§ 20.6.2** Any employee who voluntarily consents to a reduction in months or hours of employment or assignment to a lower class, as determined by the District, than that in which the employee has permanence in order to avoid interruptions of employment is a voluntary layoff.

**§ 20.7 Displacement Rights**

**§ 20.7.1** Permanent classified employees, who are to be laid off may exercise bumping rights in their class or in any lower class in which they have served and hold seniority credit greater than an incumbent. The employee bumped shall be the one with the least seniority in the class plus related equal or higher classes. In determining bumping rights, the following rules shall apply:

1. In cases of reclassification, reorganization, or abolishment of positions, an incumbent's seniority in the class plus equal or higher related classes shall be computed as outlined above.
2. Displacement shall be in descending order of assigned time within the classifications.

Example 1: Position "A" is eliminated. "A" bumps "F", "F" bumps "G".

Example 2: Position "F" is eliminated. "F" bumps "G".

<u>Employee</u>	<u>Hours in Class Assigned Time</u>	
A	1,000	40
B	900	19
C	800	30
D	750	40
E	700	40
F	600	40
G	500	19

3. Employees exercising displacement rights shall bump the least senior employee in accordance with Section 20.2, "Seniority Procedures". A seniority list including the assigned times will be provided by Human Resources.



**Article 20 LAYOFF PROCEDURES (Continued)**

**§ 20.7 Displacement Rights (Continued)**

4. An employee accepting a position in a lower classification in lieu of layoff shall be placed on a step in the service of the lower classification which is nearest to, but not higher than, the salary he/she would have earned in the former classification:
  - a. In any case, the employee salary placement shall not exceed the salary he/she would have earned in the former classification.
  - b. In any case, the salary shall not exceed the maximum step of the current classification.
  - c. The employee will retain his/her anniversary date for subsequent salary advancement.
  - d. Salary increments based upon longevity shall continue to be paid in the new classification.

**§ 20.7.2** An employee displaced from his/her classification as a result of being bumped shall have the same bumping rights as set forth in Section 20.4.1.

**§ 20.7.3** Employees who retire in lieu of layoff shall retain their reemployment rights set forth in the Education Code.

**§ 20.8 Notice**

**§ 20.8.1** A written notice of layoff shall be given to affected employees no later than sixty (60) days prior to the effective date of the layoff.

**§ 20.8.2** Employees employed in specially funded programs terminating at the end of the school year shall be given written notice on or before April 29 of their termination effective June 30. Employees employed in specially funded programs terminating at a date other than June 30 shall be given written notice of termination not less than sixty (60) days prior to the effective date of their layoff.

**§ 20.8.3** Notice may be waived in the event of an actual and existing financial inability to pay salaries of classified employees.

**Article 20 LAYOFF PROCEDURES (Continued)**

**§ 20.8 Notice (Continued)**

**§ 20.8.4** The notice shall contain:

1. The employee's displacement rights, if any;
2. The employee's reemployment rights; and
3. The employee's right to discuss the layoff with the Vice President of Human Resources.

**§ 20.9 Reemployment Rights**

**§ 20.9.1** The names of employees laid off shall be placed on reemployment lists in the reverse order of layoff. Employees laid off shall be placed on a reemployment list for thirty-nine (39) months from date of layoff. Voluntary reassignment or demotion in lieu of layoff employees shall be placed on reemployment lists for an additional twenty-four (24) months.

**§ 20.9.2** Reemployment shall be in the reverse order of layoff.

**§ 20.9.3** An individual shall have ten (10) working days from date of mailing in which to accept an offer of reemployment.

**§ 20.9.4** An individual on a reemployment list may decline two (2) offers of reemployment in his/her former classification. After the second refusal, no additional offers need be made, except, based on good cause, the District may permit a third offer. Thereafter, such individual must notify the District in writing of her/his desire to be reactivated on the reemployment list.

**§ 20.10 Retirement in Lieu of Layoff**

**§ 20.10.1** Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employee shall within ten (10) work days prior to the effective date of the proposed layoff, complete and submit a form provided by the District for this purpose.

**§ 20.10.2** An employee who elects Retirement in Lieu of Layoff shall be placed on an appropriate reemployment list. If the employee declines an offer of reemployment in his/her former classification, he/she shall be deemed to be permanently retired.

**Article 20 LAYOFF PROCEDURES (Continued)**

**§ 20.11 Miscellaneous**

**§ 20.11.1** The District shall notify SEIU prior to any decision to reduce hours of any bargaining unit employee and prior to any notice of layoffs being given.

**§ 20.11.2** The District shall provide SEIU with the current Seniority Roster at such time as any reduction in hours of layoff is initiated.

**§ 20.11.3** The decision to reduce hours or layoff employees shall not be subject to grievance.

**§ 20.11.4** Employees on a reemployment list shall be given prior consideration for service as substitute employees at the appropriate substitute rate established by the District.

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## **Article 21    DISCIPLINARY ACTION**

### **§ 21.1    Disciplinary Action**

**§ 21.1.1**    No permanent unit member shall be disciplined except for reasonable cause as prescribed herein or in the Education Code of the State of California. The Governing Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive. Permanent unit members who became probationary in a different classification may be removed from such classification, without cause, and returned to the former classification, during the probationary period. (See Article 14.5, "Failure to Complete the Probationary Period in a New Position.")

**§ 21.1.2**    Notice of unsatisfactory conduct or performance shall be timely. The District shall continue to utilize a progressive discipline process to ensure that a fair and appropriate corrective action is utilized. Progressive discipline is/may be defined by the following steps:

- Step 1.    Verbal notice to the unit member of unsatisfactory performance. The supervisor shall document the verbal warning in writing including the date, time, and circumstances and present a copy of such documentation to the unit member. In the event that verbal notice does not result in the expected level of improved performance, Step 2 of progressive discipline will be employed.
- Step 2.    Formal written notice, acknowledged in writing by the unit member's initials and date, that notice has been given. The expected content of any notification should include at least the following:
  - A.
    - Statement of unsatisfactory performance or conduct
    - Expected performance or conduct
    - Corrective performance or conduct required
    - Time period by which correction is to be made
    - Training or support by supervisor to achieve the desired correction
  - B.
    - At the date identified for correction to be achieved, review by the supervisor, in consultation with the unit member, of the unit member's progress will occur.
    - Such review and its result will be acknowledged in writing by both supervisor and unit member.
- Step 3.    If unsatisfactory performance or conduct persists or recurs within sixty (60) calendar days, procedures for discipline under Section 21.6 shall be followed.

## **Article 21    DISCIPLINARY ACTION (Continued)**

### **§ 21.1    Disciplinary Action (Continued)**

Progressive discipline is intended to give unit members advance notice, whenever practical, of problems with their conduct or performance in order to provide them with an opportunity to correct any problems. The parties recognize that there are circumstances that could provide cause for more serious corrective action, up to and including termination of employment, as a result of unit member's action(s).

Problems with work performance or conduct shall be brought to unit members' attention on a timely basis. Notice of unsatisfactory performance or conduct shall be delivered within sixty (60) calendar days of the incidence of conduct or performance in question.

This article does not supersede Section 21.4, Probationary.

### **§ 21.2    Definitions**

#### **§ 21.2.1    Definitions as used herein:**

"Disciplinary Action" Any action whereby a unit member is demoted, suspended, involuntarily transferred in lieu of other disciplinary action, or dismissed, excluding a layoff for lack of work or lack of funds.

"Reasonable Cause" Relating to disciplinary actions against unit members means those grounds for discipline, or offences, enumerated in the law or in this article.

### **§ 21.3    Two (2) Year Limit**

**§ 21.3.1** No disciplinary action shall be taken for any cause which arose prior to the unit member becoming permanent, nor for any cause which arose more than two (2) years preceding the filing of the notice of cause, unless such cause was concealed or not disclosed by such unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the District.

**Article 21    DISCIPLINARY ACTION (Continued)**

**§ 21.4    Probationary**

§ 21.4.1    Probationary unit members shall be subject to dismissal without cause, upon recommendation of the immediate supervisor, providing that the unit member shall be entitled, at the unit member's request, to a conference with the Vice President of Human Resources or designee.

**§ 21.5    Causes**

§ 21.5.1    Unit members are subject to disciplinary action for any of the following causes:

§ 21.5.1.1    Unauthorized absence or repeated tardiness from work.

§ 21.5.1.2    Abuse of sick leave.

§ 21.5.1.3    Possession and use of controlled substances on the job, or reporting for work while under the influence of controlled substances. Possession and proper use of drugs prescribed by a licensed physician are not prohibited.

§ 21.5.1.4    Discourteous, offensive, or abusive conduct or language toward other unit members, students or the public when on duty.

§ 21.5.1.5    Dishonesty.

§ 21.5.1.6    Drinking alcoholic beverages on the job, or reporting for work while under the influence of alcohol.

§ 21.5.1.7    Willfully falsifying any information supplied to the District on application forms, employment records, or any other District records.

§ 21.5.1.8    Incompetence or inefficiency in the performance of duties.

§ 21.5.1.9    Insubordination (including, but not limited to, refusal to do assigned work and/or follow lawful directives).

§ 21.5.1.10    Conviction of felony or of any crime involving moral turpitude.

§ 21.5.1.11    Disorderly or immoral conduct.

**Article 21    DISCIPLINARY ACTION (Continued)**

**§ 21.5    Causes (Continued)**

**§ 21.5.1.12**    Willful or persistent violation of the Education Code or per Title V regulations of the State of California, District Policies & Procedures, or of any provision of this Agreement.

**§ 21.6    Procedures for Discipline**

**§ 21.6.1**        The charges shall be served upon the unit member in writing by certified mail or by personal delivery, together with a statement of the proposed discipline.

**§ 21.6.2**        The charges shall contain a clear and concise statement of the acts and omissions upon which the proposed discipline is based, and a statement of the cause for the action. If it is claimed that the unit member has violated a rule or regulation of the Board, such rule or regulation shall be set forth in the notice.

**§ 21.6.3**        A permanent unit member who has been recommended for suspension, demotion, or dismissal shall be given written notice of the specific charges against her/him, a statement of the right to a hearing on such charges, and the time within which such hearing may be requested, which shall be not less than fifteen (15) days after service of the notice to the unit member, and a card or paper, the signing and filing of which shall constitute a request for a hearing and a denial of all charges. Failure to request a hearing within the time limit stated in the notice constitutes a waiver of the right to a hearing.

**§ 21.6.4**

1.    The hearing shall be conducted by an arbitrator. An arbitrator shall be selected by any means mutually agreeable to the parties, or absent mutual agreement, from a list of five (5) arbitrators obtained via a joint request to the American Arbitration Association. The arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance.
2.    The decision and award of the arbitrator shall be made solely upon the evidence and arguments presented to the arbitrator by the respective parties. Neither offers nor concessions for settlement made prior to the hearing shall be admissible in arbitration.



**Article 21    DISCIPLINARY ACTION (Continued)**

**§ 21.6    Procedures for Discipline (Continued)**

3. The decision of the arbitrator shall be advisory. The Board of Trustees shall act to accept or reject the arbitrator's decision within thirty (30) calendar days of receipt of the decision. The decision of the Board shall be in writing, and include a finding of facts and justification for the decision. The decision of the Board shall be final. A unit member not satisfied with the final decision of the Board may resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to her/him.
4. The hearing shall be scheduled within thirty (30) calendar days following selection of an arbitrator, or as soon as possible thereafter.
5. The cost of employing the arbitrator and court reporter shall be borne by the unsuccessful party to the arbitration. If the decision is split then the parties shall legally share the costs. All other costs such as, but not limited to attorney's fees and witness fees shall be borne only by the party incurring that cost. Employees of the District called to testify at a hearing by either party shall do so on work time if said testimony coincides with the unit member's regular work schedule.

**§ 21.6.5**        Notice of disciplinary action to be imposed after a hearing or after a waiver of the right to a hearing shall be given to the unit member in writing by certified mail or personal delivery.

**§ 21.6.6**        The parties may mutually agree to alternative methods of resolving disciplinary matters, including but not limited to mediation and informal hearings prior to submitting a disciplinary matter to arbitration.

**§ 21.7    Non Grievable**

**§ 21.7.1**        Disciplinary actions shall be governed solely by the provisions of this article and shall not be subject to the Grievance Procedure.

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## **Article 22 EMPLOYEE EDUCATION AND TRAINING**

### **§ 22.1 Educational Release Time Program**

**§ 22.1.1** Santa Rosa Junior College recognizes the value of professional development for all classified employees. The Educational Release Time Program enables employees who are registered as students to attend classes, with appropriate approval, during their regularly scheduled work day. This program provides employees with more flexibility to further their growth and advancement, enhance their involvement in the life of the community college, and to further their education to have employees become a more productive and knowledgeable workforce. Unit members who wish to utilize release time under this contract provision, in order to enhance their job skills and/or knowledge, may have their request(s) considered in the following manner:

1. Unit members are eligible for up to three (3) hours/week paid release time for semester length courses, or paid release time in excess of three (3) hours a week to attend short courses. (Total paid release time per semester shall not exceed fifty-two and one-half (52-1/2) hours/semester) for instruction approved pursuant to this Article. Unit members may also arrange a flexible schedule that will avoid a deterioration of the services created by an absence from their job location. Release time may be scheduled to attend courses or study. Release time is not available for travel.
2. The District and SEIU shall mutually agree upon a form. When possible, courses will be taken at SRJC unless not available or another institution offers courses at a time which interferes less with the unit member's work schedule.
3. The employee's supervisor shall review the employee's request for the appropriateness of the course and its benefits to the District and unit member, and for impact of the unit member's absence on the department. The supervisor will approve or deny the request based on the provisions of this article.
4. This Educational Release time is available to employees who are taking a job-related course, or working towards a certificate or degree at any accredited academic institution of higher education. While Santa Rosa Junior College is designated as a Hispanic Serving Institution (HSI), all Spanish-language courses shall be deemed appropriate. While Santa Rosa Junior College maintains "Cultivating a Healthy Organization" as part of the Board-approved Strategic Plan, all courses that promote health and wellness shall be deemed appropriate.

## **Article 22 EMPLOYEE EDUCATION AND TRAINING (Continued)**

### **§ 22.1 Educational Release Time Program (Continued)**

5. Reasonable requests which meet the foregoing criteria shall be approved. Requests for paid release time in excess of three (3) hours a week shall not be subject to the Grievance Procedure, but may be reviewed with the Vice President of Human Resources, and may be approved for paid or unpaid leave as outlined under Article 12.10.

#### **Educational Reimbursement Programs:**

1. Classified Employees shall have access to and be eligible to participate in any funding provided by the state or the district for the purposes of providing access to and reimbursement of educational expenses. Examples of such funding includes; SRJC approved courses, conferences, and other training and educational opportunities as defined under the applicable reimbursement program.

### **§ 22.2 In-Service Training**

**§ 22.2.1** The District shall provide release time to unit members for attendance at District sponsored in-service workshops and training sessions that are appropriate to the staff members' job skills.

**§ 22.2.2** The District shall consult with classified staff representatives regarding areas of mutual interest for in-service training programs. The intent of these discussions will be to identify workshop topics that will have the greatest benefit to both the District and the unit members.

### **§ 22.3 Professional Development Activities (PDA) Days**

**§ 22.3.1** Classified staff are expected to participate and will be compensated for Professional Development Activities Days. To accommodate this, District offices, unless mandated to remain open, will be closed to the public a minimum of 4 hours each PDA day, so that all employees may attend PDA Day activities. For the employees that are operationally unable to attend PDA Days, the employee can complete up to eight (8) hours of approved flex activity from July 1- June 30th. Upon request of an employee, and with prior approval of the supervisor, an employee shall be allowed to flex his/her schedule to participate in Professional Development Activities Days.

**Article 22    EMPLOYEE EDUCATION AND TRAINING (Continued)**

**§ 22.4            Classified Shared Governance Program**

**§ 22.4.1**        Within 45 days of ratification of this contract, the District and SEIU will form a workgroup to meet regularly that will establish a flex bank program and/or financial compensation program for participating in shared governance. This workgroup will develop a plan to implement on July 1, 2017. The goals of the committee are:

- A. Establish a flex bank for participating in shared governance committees
- B. Explore and/or establish a \$15 stipend for participating in shared governance committees, to be funded by SEIU
- C. Every hour of shared governance attendance = an hour into flex bank or \$15 stipend per hour
- D. Hiring committees are included in shared governance, as well as monitor position
- E. Limit of 10 hours of credit per hiring committee
- F. The District and SEIU will mutually agree upon an Attendance Verification Form
- G. Committee seats by position or union related (CEC, CRC, FBC, JLMC) are not eligible for the flex time or stipend. All other shared governance committees listed on web site are eligible
- H. Flex bank can be utilized for any approved flex activity, additional professional development release time, and/or additional educational leave.
- I. Up to twenty (20) hours may be utilized from the flex bank per fiscal year
- J. Flex bank will expire upon separation from the District. There is no cash value to hours accrued in the flex bank
- K. All flex bank utilization is subject to approval of supervisor

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**Article 23     CONTRACTING BARGAINING UNIT WORK**

**§ 23.1     Contracting Bargaining Unit Work**

**§ 23.1.1**        The District shall not contract out, or hire student non-classified unit members, to fill vacancies in existing bargaining unit positions.

**§ 23.1.2**        The District shall only employ substitute and short-term employees (e.g. short-term/non-continuing or STNC's) in accordance with the provisions of the Education Code.

**§ 23.2     Short-Term/Non-Continuing Employee List**

**§ 23.2.1**        Beginning July 1, 2007, the District will include the Classified Executive Council President, or his/her designee, in the distribution of the list(s) tracking STNC days.

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## **Article 24 DISTRICT POLICE**

*(District Police Department employees include District Police Officers, District Police Officer Trainees, Community Service Officers and Community Service Officer/Dispatchers.)*

Both parties agree to split the cost of conducting an actuarial study to determine the costs of Safety PERS between the District and the LEA.

### **§ 24.1 Probationary Period**

**§ 24.1.1** New District Police Officers and Community Service Officer/Dispatchers and promoted District Police Officers and Community Service Officer/Dispatchers shall serve a one (1) year probationary period.

**§ 24.1.2** The probationary period will begin on the first day of paid service as a District Police Officer trainee in Peace Officers Standards and Training (P.O.S.T.) or in a non-training role.

**§ 24.1.3** Probationary employees are exempt from the assignment rotation schedule for at least six (6) months after completing Field Training Officer (FTO) assignment, up to the one (1) year probationary period.

### **§ 24.2 Employment Agreement**

**§ 24.2.1** The District will pay the cost of P.O.S.T. and a monthly training salary while a unit member is attending P.O.S.T. with the condition that the unit member signs a contract to work for the District as a District Police Officer for thirty-six (36) months after graduation from P.O.S.T.

**§ 24.2.2** If the unit member under contract leaves the position of District Police Officer before the contract is satisfied, that unit member agrees to pay the remaining pro-rated amount back to the District.

This payment to the District must be made on or before the last day of employment as a District Police Officer.

### **§ 24.3 Evaluations**

**§ 24.3.1** Evaluations will be done on the Performance Measures and Evaluation form for Police Officers. Evaluations will be done at three (3) months, six (6) months and eleven (11) months.

**Article 24 DISTRICT POLICE (Continued)**

**§ 24.3 Evaluations (Continued)**

§ 24.3.1.1 The Performance Measures and Evaluation form replaces the Performance Appraisal Report for Police Officer form (Appendix C.4).

§ 24.3.2 District Police Officers on probation and those past probation may be evaluated more frequently when there is reasonable cause for such an evaluation.

§ 24.3.3 The appeal process shall be the same as detailed in Section 4.5.1, Appeal.

**§ 24.4 P.O.S.T. Training**

§ 24.4.1 Effective July 1, 2001 any District Police Officer the District hires who is not P.O.S.T. certified and attends P.O.S.T. while a unit member of the District will receive Step A on the Classified Salary Schedule of the grade for a Police Officer.

§ 24.4.2 Advancement to Step B, July 1, will only take place if the officer has completed P.O.S.T. on or before April 1, of that year.

**§ 24.5 Shift Assignments**

The length of the workday shall be designated in accordance with the provisions set forth in this Agreement. Each unit member shall be assigned a fixed, regular, and ascertainable minimum number of hours with consecutive workdays and consecutive rest days.

The location to which each District Police Officer, Community Service Officer, Police Dispatcher/Records Technician is assigned to shall be determined by District needs.

§ 24.5.1 District Police Officers, Community Service Officers, Police\_Dispatcher/Records Technicians shall rotate shifts every six (6) months. Available shifts shall be selected in descending order of seniority, with the most senior unit member stated\_above selecting first, provided that each unit member must select a different shift assignment than the prior six (6) month assignment. The last remaining shift shall be assigned to the least senior unit member. While on probation a unit member may be assigned to a shift at his or her supervisor's discretion prior to shift selection by other unit members.

**Article 24 DISTRICT POLICE (Continued)**

**§ 24.5 Shift Assignments (Continued)**

**§ 24.5.2** Shift rotation sign up schedules shall be supplied and posted by District Police management by November 1 and May 1 of each year and must be received by the Chief of Police on or before June 1 and December 1 of each year. Shift change will take place approximately January 1 and July 1 of each year.

**§ 24.5.3** District Police Officer, Community Service Officer, Police Dispatcher/Records Technician shifts are subject to change dependent on the needs of the District. Shifts are eligible for the shift differential per Article 6.18.

**§ 24.5.4** Maximum Hours in 24-Hour Period: The maximum hours employees will work in a 24-hour period is sixteen (16) hours. It is preferred that they not work more than twelve (12) hours. There may be necessary exceptions due to operational emergencies.

**§ 24.5.5** A District Police unit member that is required to appear before any judicial court or hearing under official subpoena, related to District Business only, shall be compensated at least two (2) hours at the appropriate rate of pay under this Agreement, irrespective of the actual time worked. If the unit member's appearance at any judicial court or hearing exceeds two (2) hours, the unit member shall be compensated at the appropriate rate of pay under this Agreement. This article shall not apply during a unit member's normally scheduled workday and work hours.

If a unit member is placed on court standby by the District Attorney's office or other official court officer, the unit member shall immediately contact an on-duty supervisor and advise of the court standby status. A unit member placed on court standby shall be compensated as described under Article 6.16.1 of this Agreement.

In the event that a unit member scheduled for a graveyard shift is subpoenaed to court on a day that immediately precedes the unit members last scheduled shift, and the unit member is scheduled to work again the same night as the scheduled court or hearing date, the unit member shall be allowed to use personal necessity leave up to the exact amount of time spent in court for the purpose of returning home to rest. The unit member shall be allowed to subtract from the scheduled work schedule and report to work after the unit member's regularly scheduled start time [example: a unit member works 6:00 pm – 6:00 am, appears in court from 1:00 pm – 3:00 pm, and is scheduled to return to work at 6:00 pm that night; the unit member would be allowed to deduct two hours personal necessity leave and report to work at 8:00 pm instead of 6:00 pm; reference section 88207 California Education Code]. Unit members using Personal Necessity under this article shall complete the appropriate Notice of Absence form and submit it to their immediate supervisor. In the event of an emergency or unsafe coverage issues, a supervisor may order the unit member to report for duty at the regularly scheduled time.

**Article 24 DISTRICT POLICE (Continued)**

**§ 24.6 Uniform Allowance**

§ 24.6.1 The District shall provide for a \$750.00 per fiscal year allowance for replacement, additional uniforms, equipment, and cleaning of uniforms for District Police Department employees. Clothes/equipment damaged in the performance of duty will be replaced by the District separate from the annual allowance.

§ 24.6.2 Newly hired uniformed Police Department employees will initially be supplied the uniforms and equipment necessary to perform the functions of their position. All uniforms and equipment supplied remain the property of the District. Upon separation of employment, these uniforms and equipment shall be returned.

§ 24.6.3 Upon separation with the District, Police Officers may purchase their body armor (vest) at a pro-rated rate.

**§ 24.7 District Police Discipline**

§ 24.7.1 The parties recognize that disciplinary action relating to the classification of District Police Officer are subject to the provisions of Section 3300-3311, Chapter 9.7, Division 4, Title 1 of the Government Code. To the extent that the terms of this Agreement conflict with the provisions of the Government Code as specified herein, the provisions of the Government Code shall be controlling.

**§ 24.8 Workers' Compensation**

§ 24.8.1 The parties recognize that certain provisions of the California Labor Code apply to selected groups of public safety officers. In the event that any provisions of the Labor Code applying to District Police Officers conflict with the terms of this Agreement, the Labor Code shall be controlling.

**§ 24.9 Training**

§ 24.9.1 For the purpose of discipline and pay, mandatory training will be considered "assigned work." Failure to attend mandatory training without appropriate authorization may be cause for disciplinary action. (See Section 21.5.1.9 - Insubordination)

**Article 24 DISTRICT POLICE (Continued)**

**§ 24.10 Law Enforcement Association (LEA)**

**§ 24.10.1** While SEIU is the recognized collective bargaining agent, the parties recognize that public safety members have professional issues of concern that are addressed through the SRJC District Law Enforcement Association (LEA). The LEA may use District facilities and communication systems for the purpose of discussing these issues and concerns. The request to use District facilities will follow established District guidelines.

**§ 24.11 Chain of Command**

**§ 24.11.1** The District Police chain of command is described in the SRJC District Police Department Policy Manual.

**§ 24.12 SRJC District Police Department Policy Manual**

**§ 24.12.1** The parties acknowledge that the SRJC District Police Policy Manual will conform with the terms of this Agreement and applicable federal and state laws.

**§ 24.13 Special Assignments**

**§ 24.13.1** Any District Police employee serving in a P.O.S.T. prescribed and approved Field Training Officer (FTO), Communications Training Officer (CTO) or Detective assignment, will be eligible for a 5% premium for all hours in paid status. Eligibility for this premium will be guaranteed for three years unless removed for cause. Renewal of the assignment will be at the discretion of the Chief. This is in order to maintain continuous up to date training techniques and professional growth as prescribed by P.O.S.T.

**§ 24.13.2** A new FTO assignment will be effective one month prior to the anticipated hire date for a new District Police Officer.

**§ 24.14 Labor Code Section 4850**

**§ 24.14.1** The District agrees to support SEIU's efforts to extend the provisions of Section 4850 of the Labor Code to cover District Police Officers.

**Article 24 DISTRICT POLICE (Continued)**

**§ 24.15 Holiday Pay**

**§ 24.15.1** In lieu of time off for holidays, Police Officers and Community Service Officers/Dispatch will be paid an additional 8 hours of straight time for each District recognized, negotiated holiday (see Article 10.1.1 for a list of holidays). The holiday(s) will be paid in the month following the actual holiday(s) and will be reported to PERS as special compensation. If an employee is less than full-time, the pay will be pro-rated to the employee's FTE (full-time equivalent) on the day of the holiday.

**§ 24.16 Rest Periods**

**§ 24.16.1** If the District fails to provide an employee a rest period, the District must pay one additional hour of "straight time" compensation for each workday that the rest period is not provided. This time will be submitted on a time sheet and will indicate which supervisor was contacted for relief for the break. This additional hour is not counted as hours worked for purposes of overtime calculations.

**Article 25    PARKING**

**§ 25.1**            Parking for part-time classified staff with an FTE  $\leq$  50% shall be one-half the regular, full-time employee rate.

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**Article 26    TERM OF AGREEMENT**

**§ 26.1    Term of Agreement**

**§ 26.1.1**        The term of this Agreement shall be from July 1, 2014 to June 30, 2017.

                 In the first year of the agreement, Articles 7 and 9 will be automatically reopened.  
Each party may choose up to one (1) additional article to re-open.

                 In the second year of the agreement, Articles 7 and 9 will be automatically reopened.  
Each party may choose up to two (2) additional articles to re-open.

                 In the third year of the agreement, Articles 7 and 9 will be automatically reopened.  
Each party may choose up to three (3) additional articles to re-open.

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**SIGNATURE PAGE**

**This Agreement was tentatively agreed upon by the negotiating teams on September 4, 2013. The Board of Trustees of the Sonoma County Junior College District, at a public meeting, approved the Agreement pending ratification by SEIU membership on September 10, 2013. The union, by a majority vote of its membership, ratified the Agreement on September 17, 2013.**

**For the Union**

**For the District**

---

Jordan Mead, Vice President  
Classified Executive Council  
Santa Rosa Junior College

---

Karen Furukawa  
Vice President, Human Resources  
Santa Rosa Junior College

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Kristin Shear  
Director, Student Financial Services  
Santa Rosa Junior College

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Nely Obligation, Director  
SEIU Local 1021 – North Bay Schools

---

Doug Kuula  
Manager, Environmental Health & Safety  
Santa Rosa Junior College

---

Peter Castelli, Executive Director  
SEIU Local 1021 – North Bay Schools

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CLASSIFICATION	GRADE	Monthly Salary				
		1	2	3	4	5
Accompanist/Coach	O	4,887	5,132	5,387	5,658	5,942
Account Specialist	L	4,098	4,302	4,519	4,744	4,982
Account Technician I	G	3,175	3,335	3,501	3,677	3,861
Account Technician II	H	3,321	3,488	3,662	3,845	4,039
Accountant	Q	5,549	5,824	6,117	6,423	6,744
Administrative Assistant I	I	3,488	3,662	3,845	4,039	4,240
Administrative Assistant II	K	3,873	4,069	4,273	4,487	4,710
Administrative Assistant III	M	4,328	4,546	4,775	5,013	5,264
Admissions & Records Evaluation Specialist I	L	4,098	4,302	4,519	4,744	4,982
Admissions & Records Evaluation Specialist II	N	4,590	4,821	5,062	5,315	5,582
Admissions & Records Specialist *	K	3,873	4,069	4,273	4,487	4,710
Advisor, Student Affairs Accounts & Spec. Prog.	M	4,328	4,546	4,775	5,013	5,264
Alternate Media Specialist	N	4,590	4,821	5,062	5,315	5,582
Art Gallery Specialist	M	4,328	4,546	4,775	5,013	5,264
Articulation Specialist	P	5,198	5,459	5,731	6,019	6,320
Assistive Technology Specialist *	M	4,328	4,546	4,775	5,013	5,264
Auto Shop Assistant *	G	3,175	3,335	3,501	3,677	3,861
Automotive/Equipment Mechanic	O	4,887	5,132	5,387	5,658	5,942
Bookstore Account Specialist	L	4,098	4,302	4,519	4,744	4,982
Bookstore Clerk *	H	3,321	3,488	3,662	3,845	4,039
Bookstore Purchasing Specialist *	L	4,098	4,302	4,519	4,744	4,982
Bookstore Technician *	J	3,667	3,851	4,044	4,246	4,459
Bookstore Technology Specialist	L	4,098	4,302	4,519	4,744	4,982
Bookstore Textbook Specialist	L	4,098	4,302	4,519	4,744	4,982
Box Office Technician	J	3,667	3,851	4,044	4,246	4,459
Budget Specialist, Categorical Programs	M	4,328	4,546	4,775	5,013	5,264
Building Maintenance Generalist *	M	4,328	4,546	4,775	5,013	5,264
Business Services Specialist	N	4,590	4,821	5,062	5,315	5,582
Buyer	N	4,590	4,821	5,062	5,315	5,582
Buyer, Senior	O	4,887	5,132	5,387	5,658	5,942
Career Services Advisor	M	4,328	4,546	4,775	5,013	5,264
Carpenter	O	4,887	5,132	5,387	5,658	5,942
Ceramics Laboratory Technician	J	3,667	3,851	4,044	4,246	4,459
Child Care Associate Teacher	I	3,488	3,662	3,845	4,039	4,240
Child Care Master Teacher	M	4,328	4,546	4,775	5,013	5,264
Child Care Site Supervisor	O	4,887	5,132	5,387	5,658	5,942
Child Care Teacher	K	3,873	4,069	4,273	4,487	4,710
Clerical Assistant	G	3,175	3,335	3,501	3,677	3,861
College Nurse Practitioner	T	6,781	7,122	7,479	7,852	8,245
Community Service Officer	J	3,667	3,851	4,044	4,246	4,459
Cook/Child Care Center	H	3,321	3,488	3,662	3,845	4,039
Coordinator, Admissions & Records	O	4,887	5,132	5,387	5,658	5,942
Coordinator, Assessment Services	O	4,887	5,132	5,387	5,658	5,942
Coordinator, Bookstore	N	4,590	4,821	5,062	5,315	5,582
Coordinator, Career Technical Ed (CTE)/Outreach	O	4,887	5,132	5,387	5,658	5,942
Coordinator, Communications & Marketing	O	4,887	5,132	5,387	5,658	5,942
Coordinator, Computer Aided Design (CAD) Labs	P	5,198	5,459	5,731	6,019	6,320
Coordinator, Computer Labs	P	5,198	5,459	5,731	6,019	6,320
Coordinator, English Language Learner (ELL) Outrch	P	5,198	5,459	5,731	6,019	6,320
Coordinator, EOPS Foster Youth Ed. Support	O	4,887	5,132	5,387	5,658	5,942
Coordinator, EOPS Outreach Programs	P	5,198	5,459	5,731	6,019	6,320

CLASSIFICATION	GRADE	Monthly Salary				
		1	2	3	4	5
Coordinator, Farm Operations	N	4,590	4,821	5,062	5,315	5,582
Coordinator, Financial Aid & Outreach	P	5,198	5,459	5,731	6,019	6,320
Coordinator, Grounds Operations	L	4,098	4,302	4,519	4,744	4,982
Coordinator, High School Equiv. Program (HEP)	P	5,198	5,459	5,731	6,019	6,320
Coordinator, Instructional Computer Systems *	Q	5,549	5,824	6,117	6,423	6,744
Coordinator, Intercultural Center, Petaluma Campus	O	4,887	5,132	5,387	5,658	5,942
Coordinator, International Student Program	P	5,198	5,459	5,731	6,019	6,320
Coordinator, KAD Equipment and Services	N	4,590	4,821	5,062	5,315	5,582
Coordinator, Lifeguard Program	I	3,488	3,662	3,845	4,039	4,240
Coordinator, Maintenance Operations *	M	4,328	4,546	4,775	5,013	5,264
Coordinator, Marketing & Social Media	O	4,887	5,132	5,387	5,658	5,942
Coordinator, MESA Schools Program Outreach	M	4,328	4,546	4,775	5,013	5,264
Coordinator, MI CASA	P	5,198	5,459	5,731	6,019	6,320
Coordinator, Police Technical & Support Svcs.	N	4,590	4,821	5,062	5,315	5,582
Coordinator, Professional Development	P	5,198	5,459	5,731	6,019	6,320
Coordinator, Public Safety Facilities Operations	O	4,887	5,132	5,387	5,658	5,942
Coordinator, Scheduling	O	4,887	5,132	5,387	5,658	5,942
Coordinator, Scholarship & Outreach	N	4,590	4,821	5,062	5,315	5,582
Coordinator, Schools Relations & Outreach	P	5,198	5,459	5,731	6,019	6,320
Coordinator, Science Labs	P	5,198	5,459	5,731	6,019	6,320
Coordinator, Student Academic Records	O	4,887	5,132	5,387	5,658	5,942
Coordinator, Student Employment Services	O	4,887	5,132	5,387	5,658	5,942
Coordinator, Student Engagement Programs	O	4,887	5,132	5,387	5,658	5,942
Coordinator, Student Resource Center	J	3,667	3,851	4,044	4,246	4,459
Coordinator, Student Success Program	P	5,198	5,459	5,731	6,019	6,320
Coordinator, Technology Procurement	N	4,590	4,821	5,062	5,315	5,582
Coordinator, Textbook	O	4,887	5,132	5,387	5,658	5,942
Coordinator, Veterans Affairs	O	4,887	5,132	5,387	5,658	5,942
Coordinator, Warehouse Operations	M	4,328	4,546	4,775	5,013	5,264
Copy Center Operator	I	3,488	3,662	3,845	4,039	4,240
Copy Center Specialist *	J	3,667	3,851	4,044	4,246	4,459
Culinary Operations Specialist	L	4,098	4,302	4,519	4,744	4,982
Curriculum Technician	M	4,328	4,546	4,775	5,013	5,264
Custodial Maintenance Technician	J	3,667	3,851	4,044	4,246	4,459
Custodian	H	3,321	3,488	3,662	3,845	4,039
Disability Intake Facilitator	K	3,873	4,069	4,273	4,487	4,710
Electrician	O	4,887	5,132	5,387	5,658	5,942
Electronics Laboratory Technician	L	4,098	4,302	4,519	4,744	4,982
Employment Services Advisor – C2C	O	4,887	5,132	5,387	5,658	5,942
Energy Management Technician *	L	4,098	4,302	4,519	4,744	4,982
Environmental Health & Safety Specialist	R	5,924	6,220	6,531	6,858	7,201
EOPS/Care Specialist	K	3,873	4,069	4,273	4,487	4,710
Equipment Technician I *	I	3,488	3,662	3,845	4,039	4,240
Executive Assistant	N	4,590	4,821	5,062	5,315	5,582
Exhibits Specialist	P	5,198	5,459	5,731	6,019	6,320
Farm Assistant	E	2,902	3,049	3,201	3,362	3,529
Farm Equipment Operator	G	3,175	3,335	3,501	3,677	3,861
Financial Aid Program Specialist	N	4,590	4,821	5,062	5,315	5,582
Financial Aid Technician I	I	3,488	3,662	3,845	4,039	4,240
Financial Aid Technician II	K	3,873	4,069	4,273	4,487	4,710
Financial Aid Technician-Petaluma	J	3,667	3,851	4,044	4,246	4,459
Graphic Designer *	O	4,887	5,132	5,387	5,658	5,942
Graphics Technician, Senior *	L	4,098	4,302	4,519	4,744	4,982
Groundskeeper I	I	3,488	3,662	3,845	4,039	4,240
Groundskeeper II	J	3,667	3,851	4,044	4,246	4,459



CLASSIFICATION	GRADE	Monthly Salary				
		1	2	3	4	5
Hazardous Materials Specialist	P	5,198	5,459	5,731	6,019	6,320
Health Promotion Specialist	P	5,198	5,459	5,731	6,019	6,320
Health Services Assistant	M	4,328	4,546	4,775	5,013	5,264
Health Services Specialist	O	4,887	5,132	5,387	5,658	5,942
Heavy Cleaner	F	3,034	3,186	3,347	3,515	3,692
Help Desk Technician	M	4,328	4,546	4,775	5,013	5,264
Horticulture Technician I *	H	3,321	3,488	3,662	3,845	4,039
Human Resources Technician	M	4,328	4,546	4,775	5,013	5,264
HVAC and Controls Technician	O	4,887	5,132	5,387	5,658	5,942
Image Technician *	I	3,488	3,662	3,845	4,039	4,240
Information Systems Specialist	O	4,887	5,132	5,387	5,658	5,942
Instructional Assistant, Senior	K	3,873	4,069	4,273	4,487	4,710
Instructional Designer	R	5,924	6,220	6,531	6,858	7,201
Instructional Systems Administrator	R	5,924	6,220	6,531	6,858	7,201
Intake Specialist, CalWORKs	L	4,098	4,302	4,519	4,744	4,982
International Student Advisor	P	5,198	5,459	5,731	6,019	6,320
Laboratory Assistant, Adapted PE (APE)	L	4,098	4,302	4,519	4,744	4,982
Laboratory Assistant, Computer Studies	J	3,667	3,851	4,044	4,246	4,459
Laboratory Assistant, Health Sciences	J	3,667	3,851	4,044	4,246	4,459
Laboratory Assistant, Public Safety	K	3,873	4,069	4,273	4,487	4,710
Laboratory Assistant/Senior, Health Sciences	L	4,098	4,302	4,519	4,744	4,982
Lead Cashier, Bookstore	G	3,175	3,335	3,501	3,677	3,861
Library Specialist/Petaluma Campus	M	4,328	4,546	4,775	5,013	5,264
Library Technician I	I	3,488	3,662	3,845	4,039	4,240
Library Technician II *	K	3,873	4,069	4,273	4,487	4,710
Library Technician III	M	4,328	4,546	4,775	5,013	5,264
Library Technology Specialist	N	4,590	4,821	5,062	5,315	5,582
Livestock Technician	L	4,098	4,302	4,519	4,744	4,982
Locksmith	O	4,887	5,132	5,387	5,658	5,942
Media Production Technician	L	4,098	4,302	4,519	4,744	4,982
Media Resources Specialist	L	4,098	4,302	4,519	4,744	4,982
Media Support Specialist	K	3,873	4,069	4,273	4,487	4,710
Media Systems Technician I	N	4,590	4,821	5,062	5,315	5,582
Media Systems Technician II	O	4,887	5,132	5,387	5,658	5,942
Medical Assistant	M	4,328	4,546	4,775	5,013	5,264
Microcomputer Lab Specialist I	K	3,873	4,069	4,273	4,487	4,710
Microcomputer Lab Specialist II	M	4,328	4,546	4,775	5,013	5,264
Network Technician *	Q	5,549	5,824	6,117	6,423	6,744
Outreach Specialist, Adult Education Programs	M	4,328	4,546	4,775	5,013	5,264
Outreach Specialist, Gateway to College	M	4,328	4,546	4,775	5,013	5,264
Outreach Spec., High School Equivalency Prg. *	M	4,328	4,546	4,775	5,013	5,264
Painter	M	4,328	4,546	4,775	5,013	5,264
Parking Lot Attendant	A	2,475	2,599	2,731	2,867	3,012
Payroll Specialist *	M	4,328	4,546	4,775	5,013	5,264
Payroll Technician *	K	3,873	4,069	4,273	4,487	4,710
Petaluma Microcomputer Lab Coordinator	O	4,887	5,132	5,387	5,658	5,942
Photography Laboratory Technician *	J	3,667	3,851	4,044	4,246	4,459
Planetarium Specialist	Q	5,549	5,824	6,117	6,423	6,744
Plumber	O	4,887	5,132	5,387	5,658	5,942
Police Dispatcher/Records Technician	M	4,328	4,546	4,775	5,013	5,264
Police Officer	P	5,198	5,459	5,731	6,019	6,320
Print Making Laboratory Technician	J	3,667	3,851	4,044	4,246	4,459
Program Assistant, Study Abroad/Language Lab	K	3,873	4,069	4,273	4,487	4,710
Program Developer, CalWORKs	O	4,887	5,132	5,387	5,658	5,942
Program Specialist, Gateway to College	M	4,328	4,546	4,775	5,013	5,264

CLASSIFICATION	GRADE	Monthly Salary				
		1	2	3	4	5
Program Specialist, MESA Programs & Outreach	M	4,328	4,546	4,775	5,013	5,264
Programmer	P	5,198	5,459	5,731	6,019	6,320
Programmer Analyst *	R	5,924	6,220	6,531	6,858	7,201
Programmer Analyst, Senior *	S	6,335	6,651	6,985	7,335	7,702
Purchasing Specialist *	L	4,098	4,302	4,519	4,744	4,982
Research Analyst	P	5,198	5,459	5,731	6,019	6,320
Research Technician	L	4,098	4,302	4,519	4,744	4,982
Scheduling Technician	K	3,873	4,069	4,273	4,487	4,710
Scheduling Technician, Senior	M	4,328	4,546	4,775	5,013	5,264
Scholarship Technician	K	3,873	4,069	4,273	4,487	4,710
Science Equipment System Specialist	O	4,887	5,132	5,387	5,658	5,942
Science Laboratory Instructional Assistant	N	4,590	4,821	5,062	5,315	5,582
Science Laboratory Technician	M	4,328	4,546	4,775	5,013	5,264
Senior Designer	Q	5,549	5,824	6,117	6,423	6,744
Service Facilitator	I	3,488	3,662	3,845	4,039	4,240
Sign Language Interpreter *	P	5,198	5,459	5,731	6,019	6,320
Sign Language Interpreter, Senior *	Q	5,549	5,824	6,117	6,423	6,744
Storekeeper I *	H	3,321	3,488	3,662	3,845	4,039
Storekeeper II	K	3,873	4,069	4,273	4,487	4,710
Student Advisor, CalWORKs	O	4,887	5,132	5,387	5,658	5,942
Student Success Coach, C2C	M	4,328	4,546	4,775	5,013	5,264
Student Success Specialist I *	K	3,873	4,069	4,273	4,487	4,710
Student Success Specialist II	M	4,328	4,546	4,775	5,013	5,264
Student Success Technician	J	3,667	3,851	4,044	4,246	4,459
Support Services Specialist	M	4,328	4,546	4,775	5,013	5,264
Systems Administrator *	Q	5,549	5,824	6,117	6,423	6,744
Systems Specialist, Student Financial Services	N	4,590	4,821	5,062	5,315	5,582
Technical Writer	P	5,198	5,459	5,731	6,019	6,320
Telecommunications Technician	L	4,098	4,302	4,519	4,744	4,982
Testing Specialist *	K	3,873	4,069	4,273	4,487	4,710
Testing Technician	H	3,321	3,488	3,662	3,845	4,039
Theatre Arts Costume Technician	O	4,887	5,132	5,387	5,658	5,942
Theatre Arts Production Specialist	P	5,198	5,459	5,731	6,019	6,320
Theatre Arts Promotions Specialist	L	4,098	4,302	4,519	4,744	4,982
Tree Maintenance Worker	J	3,667	3,851	4,044	4,246	4,459
Waste Diversion Technician	J	3,667	3,851	4,044	4,246	4,459
Web Design Specialist	O	4,887	5,132	5,387	5,658	5,942
Web Developer	S	6,335	6,651	6,985	7,335	7,702
Web Support Specialist	M	4,328	4,546	4,775	5,013	5,264
Workability Job Developer	L	4,098	4,302	4,519	4,744	4,982

#### **Foundation Positions (Non-Represented)**

Administrative Assistant II	K	3,873	4,069	4,273	4,487	4,710
Coord. Administrative, Donor & Alumni Relations	P	5,198	5,459	5,731	6,019	6,320
Development Assoc., Business & Financial	O	4,887	5,132	5,387	5,658	5,942
Development Assoc., Database & Gift Processing	N	4,590	4,821	5,062	5,315	5,582

Effective July 1, 2016: 2.08% COLA

A 5% longevity increment (compounded) is awarded after completing 10, 15, 20, and 25 years of continuous service.

- \* Please note that there may be employees in the following classifications who are paid at a z-rated pay grade. Z-rated grades for each classification are as follows:

<b>Classification</b>	<b>Grade</b>
Admissions & Records Specialist	Z-L
Assistive Technology Specialist	Z-N
Auto Shop Assistant	Z-I
Bookstore Clerk	Z-I
Bookstore Purchasing Specialist	Z-M
Bookstore Technician	Z-K
Building Maintenance Generalist	Z-N
Coordinator, Instructional Computer Systems	Z-R
Coordinator, Maintenance Operations	Z-N
Coordinator, Student Center	Z-M
Copy Center Specialist	Z-M
Energy Management Technician	Z-M
Equipment Technician I	Z-J
Graphic Designer	Z-P
Graphics Technician, Senior	Z-M
Horticulture Technician I	Z-I
Image Technician	Z-K
Library Technician II	Z-L
Network Technician	Z-R
Outreach Specialist, HEP	Z-N
Payroll Specialist	Z-N
Payroll Technician	Z-L
Photography Laboratory Technician	Z-K
Programmer Analyst	Z-T
Programmer Analyst, Senior	Z-U
Purchasing Specialist	Z-N
Purchasing Specialist	Z-M
Sign Language Interpreter	Z-R
Sign Language Interpreter	Z-S
Sign Language Interpreter, Senior	Z-S
Storekeeper I	Z-J
Student Success Specialist I	Z-L
Systems Administrator	Z-R
Testing Specialist	Z-N
Testing Specialist	Z-L

Updated 9.28.16

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### **Medical Insurance Benefit Plans**

The District offers a choice of five health plans:

- Kaiser Permanente HMO
- Kaiser Permanente Account Based Health Plan with a HSA
- Blue Shield HMO
- Blue Shield PPO
- Blue Shield Account Based Health Plan with a HSA

The Kaiser Permanente HMO, Blue Shield HMO, and Blue Shield PPO all require that you present your ID card to your provider, pay the applicable co-payment (if any), to receive services.

The two Account Based Health Plans (Kaiser and Blue Shield) have a high deductible that must be paid by the employee before the health plan will pay any portion of the cost of services. If you enroll in either of the two Account Based Health Plans, the District will contribute an agreed upon amount to a health savings account (HSA) on your behalf.

You may preview a benefits summary for each plan or view a comparison of the health plans on the Human Resources web page:

#### **[Medical Plans](#)**

An additional benefit provided by SISC, available to all District employees, is the Employee Assistance Program (EAP). This program provides up to 6 free sessions with a professional provider per problem situation. Additional information regarding the EAP can be found on the Human Resources benefit web page.

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# Santa Rosa Junior College

## Classified Personnel Evaluation Report

### Probationary Evaluation

Name: _____	Classification: _____
Department: _____	Evaluation Period Covered: _____
Employment Date: _____	From: _____ To: _____
Employment Date: _____	Date of Last Review: _____
Evaluator: _____	Reviewer: _____

Type of Report:      **Probation:**      ☐ 3 month      ☐ 5 month      ☐ Extended Probation

**Rating Scale for Performance Level****E. Exemplary:***Significantly exceeds job expectations.***M. Meets:***Meets the requirements of the job.***N. Needs Improvement:***Somewhat below minimum job standards..***U. Unacceptable:***Significantly below required job standards.*

A. PERFORMANCE FACTORS	PERFORMANCE LEVEL	SUPPORTING OBSERVATIONS (Required for Ratings N & U, refer to Article 4.5.1)
1. <b>JOB KNOWLEDGE</b> – Understanding of all phases of his/her work and related matters. Knowledge applied with respect to total job.	<input type="checkbox"/> E <input type="checkbox"/> M <input type="checkbox"/> N <input type="checkbox"/> U	
2. <b>QUALITY OF WORK</b> – Thoroughness, neatness, accuracy, meeting expectations of new position.	<input type="checkbox"/> E <input type="checkbox"/> M <input type="checkbox"/> N <input type="checkbox"/> U	
3. <b>DEPENDABILITY</b> – Reliability in following through assignments and instructions.	<input type="checkbox"/> E <input type="checkbox"/> M <input type="checkbox"/> N <input type="checkbox"/> U	
4. <b>COOPERATION</b> – Ability and willingness to work with associates supervisors, and others. Effectiveness in working with others.	<input type="checkbox"/> E <input type="checkbox"/> M <input type="checkbox"/> N <input type="checkbox"/> U	
5. <b>PRODUCTIVITY</b> – Demonstrated accomplishments, volume of work. Work output relative to schedules, expectations.	<input type="checkbox"/> E <input type="checkbox"/> M <input type="checkbox"/> N <input type="checkbox"/> U	

A. Performance Factors	Performance Level	Supporting Observations (Required for Ratings N & U, refer to Article 4.5.1)
1. <b>JUDGMENT</b> – Adequacy of judgment applied as required by job responsibilities	<input type="checkbox"/> E <input type="checkbox"/> M <input type="checkbox"/> N <input type="checkbox"/> U	
2. <b>INITIATIVE/ABILITY TO LEARN</b> – Self-starting and acting on own. Amount of direction needed. Resourcefulness in work situation	<input type="checkbox"/> E <input type="checkbox"/> M <input type="checkbox"/> N <input type="checkbox"/> U	
3. <b>ATTENDANCE</b> – Punctuality and/or faithfulness in coming to work daily and conforming to work hours	<input type="checkbox"/> E <input type="checkbox"/> M <input type="checkbox"/> N <input type="checkbox"/> U	

<b>B. RECOMMENDATION</b> <input type="checkbox"/> Continue Probationary Status * <input type="checkbox"/> Permanent Status <input type="checkbox"/> Terminate Employment *Follow-up evaluation due in _____ months. (Refer to SCJCD/SEIU contract, Evaluation Article)
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<b>C. SUPPORTING OBSERVATIONS:</b>    
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**D. EMPLOYEE CONFERENCE/SIGNATURE**

In signing the Evaluation Report Form the employee acknowledges having seen and discussed the report. The employee's signature does not necessarily indicate agreement with the conclusions of the evaluator. The employee may submit a response to this report, in writing, to the evaluator with a copy to the Human Resources office within ten (10) working days from the date of this report. That copy will be attached and filed with the Evaluation Report Form (Section 87031, California Education Code).

_____ Signature of Supervisor	_____ Date	_____ Signature of Employee	_____ Date
_____ Title of Supervisor			
_____ Signature of Reviewer	_____ Date		
_____ Title of Reviewer			

*Distribution: Human Resources, Employee, Evaluator*



# Classified Regular Evaluation

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_

**-- To be Completed by EMPLOYEE --**

**INSTRUCTIONS:** To be prepared separately by employee before meeting with supervisor. To be attached to fully completed evaluation by supervisor and submitted to the Human Resources Department. Complete only applicable sections.

- 1) What are employee's area(s) of greatest strength, including their impact on the job?
  
- 2) Identify the significant accomplishments employee has achieved since previous evaluation:
  
- 3) For Classified Staff who are directly responsible for, or directly support student learning:  
Identify how the employee has used the results of the assessment of learning outcomes to improve teaching and learning.
  
- 4) Employee's progress on goals and/or objectives from previous evaluation. Were goals/objectives for employee achieved since previous evaluation period?  
Yes [    ] No [    ] If no, answer 4a and 4b below.
  - a. What action has been taken by supervisor to assist in the achievement of those goals and/or objectives?
  
  - b. What action has been taken by employee to assist in the achievement of those goals and/or objectives?
  
- 5) Identify areas for continued growth and/or a goal or objective in the next evaluation cycle.

# *Classified Regular Evaluation*

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_

**-- To be Completed by SUPERVISOR --**

**INSTRUCTIONS: To be prepared separately by supervisor before meeting with employee. To be attached to fully completed evaluation by supervisor and submitted to the Human Resources Department. Complete only applicable sections.**

- 1) What are employee's area(s) of greatest strength, including their impact on the job?
  
- 2) Identify the significant accomplishments employee has achieved since previous evaluation:
  
- 3) Employee's progress on goals and/or objectives from previous evaluation. Were goals/objectives for employee achieved since previous evaluation period?  
Yes [ ☐ ] No [ ☐ ] If no, answer 3a and 3b below.
  - a. What action has been taken by supervisor to assist in the achievement of those goals and/or objectives?
  
  - b. What action has been taken by employee to assist in the achievement of those goals and/or objectives?
  
- 4) Identify areas for continued growth and/or a goal or objective in the next evaluation cycle.

# Classified Regular Evaluation

**NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DEPARTMENT:** \_\_\_\_\_

## -- To be Completed by SUPERVISOR --

### RATING SCALE

- (E) Exemplary performance (Significantly exceeds job expectations)
- (M) Meets the requirements of the job
- (N) Needs Improvement (Somewhat below minimum job standards)
- (U) Unsatisfactory Performance (Significantly below required job standards)
- n/a Not applicable

Comments may be provided to explain, elaborate, or make recommendations on the rating given.

(Required for Ratings N & U, Refer to Article 4.6.1)

JOB SKILLS		
CATEGORY	RATING	COMMENTS
a. Quality of work		
b. Demonstrates appropriate skills		
c. Handles variety of tasks/projects at same time		
d. Demonstrates knowledge of District policies and procedures applicable to job		
e. Lead worker – Plans and assigns work, gives clear instructions, delegates responsibility, trains personnel and plans effectively with supervisor.		

MOTIVATION/INITIATIVE		
CATEGORY	RATING	COMMENTS
a. Willingness to assume responsibility		
b. Seeks increased responsibility within the scope of the job		
c. Suggests improved methods of doing the job		
d. Accepts and implements suggestions		
e. Exercises appropriate judgment		
f. Makes sound decisions in the absence of detailed instructions or direct supervision		

EFFECTIVE WORKING RELATIONSHIPS		
CATEGORY	RATING	COMMENTS
a. Works cooperatively with students, co-workers, general public		
b. Works cooperatively with supervisor		
c. Deals effectively with difficult situations/people		
d. Accepts responsibility with others for completing group projects		

ADAPTABILITY		
CATEGORY	RATING	COMMENTS
a. Accepts and adapts to new assignments		
b. Understands and accepts new work methods		

COMMUNICATION		
CATEGORY	RATING	COMMENTS
a. Keeps supervisor informed of status of assigned work		
b. Directs issues needing clarification or resolution through appropriate channels		

ORGANIZATIONAL ABILITY		
CATEGORY	RATING	COMMENTS
a. Organizes and coordinates work of others		
b. Organizes and completes work in allotted time		

ATTENDANCE		
CATEGORY	RATING	COMMENTS
a. Punctuality		
b. Dependability in conforming to established work hours		

ADDITIONAL EVALUATOR COMMENTS/OBJECTIVES FOR NEXT  
EVALUATION PERIOD

**OVERALL PERFORMANCE APPRAISAL:**

- ☐ EXCEEDS EXPECTATIONS - No Follow-up Needed
- ☐ MEETS EXPECTATIONS - No Follow-up Needed
- ☐ NEEDS IMPROVEMENT\*  
☐ Performance Improvement Plan required
- ☐ UNSATISFACTORY\*  
☐ Performance Improvement Plan required

\*Ratings must be substantiated by supporting observations, examples and/or specific areas for improvement.

**EMPLOYEE CONFERENCE/SIGNATURE:**

*In signing the Evaluation Report Form, the employee acknowledges having seen and discussed the report. The employee's signature does not necessarily indicate agreement with the conclusions of the evaluator. The employee may submit a response to this report, in writing, to the evaluator within ten (10) working days from the date of this report. That copy will be attached and filed with the Evaluation Report Form (Section 87031, California Education Code).*

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Supervisor

\_\_\_\_\_  
Signature of Reviewer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Reviewer

# Classified Interim Evaluation

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

PREVIOUS FACE TO FACE MEETING HELD ON: \_\_\_\_\_

## RATING SCALE

(N/A) Employee is meeting or exceeding expectations

(N) Needs Improvement (Somewhat below minimum job standards)

(U) Unsatisfactory Performance (Significantly below required job standards)

Comments must be provided to explain, elaborate, or make recommendations on any N or U rating given.

JOB SKILLS		
CATEGORY	RATING	COMMENTS
a. Quality of work		
b. Demonstrates appropriate skills		
c. Handles variety of tasks/projects at same time		
d. Demonstrates knowledge of District policies and procedures applicable to job		
e. Lead worker – Plans and assigns work, gives clear instructions, delegates responsibility, trains personnel and plans effectively with supervisor.		

MOTIVATION/INITIATIVE		
CATEGORY	RATING	COMMENTS
a. Willingness to assume responsibility		
b. Seeks increased responsibility within the scope of the job		
c. Suggests improved methods of doing the job		
d. Accepts and implements suggestions		
e. Exercises appropriate judgment		
f. Makes sound decisions in the absence of detailed instructions or direct supervision		

EFFECTIVE WORKING RELATIONSHIPS		
CATEGORY	RATING	COMMENTS
a. Works cooperatively with students, co-workers, general public		
b. Works cooperatively with supervisor		
c. Deals effectively with difficult situations/people		
d. Accepts responsibility with others for completing group projects		



ADAPTABILITY		
CATEGORY	RATING	COMMENTS
a. Accepts and adapts to new assignments		
b. Understands and accepts new work methods		

COMMUNICATION		
CATEGORY	RATING	COMMENTS
a. Keeps supervisor informed of status of assigned work		
b. Directs issues needing clarification or resolution through appropriate channels		

ORGANIZATIONAL ABILITY		
CATEGORY	RATING	COMMENTS
a. Organizes and coordinates work of others		
b. Organizes and completes work in allotted time		

ATTENDANCE		
CATEGORY	RATING	COMMENTS
a. Punctuality		
b. Dependability in conforming to established work hours		

<b>ADDITIONAL EVALUATOR COMMENTS</b>

**OVERALL PERFORMANCE APPRAISAL:**

- ☐ EXCEEDS EXPECTATIONS - No Follow-up Needed
- ☐ MEETS EXPECTATIONS - No Follow-up Needed
- ☐ NEEDS IMPROVEMENT\*  
☐ Performance Improvement Plan required
- ☐ UNSATISFACTORY\*  
☐ Performance Improvement Plan required

\*Ratings must be substantiated by supporting observations, examples and/or specific areas for improvement.

**EMPLOYEE CONFERENCE/SIGNATURE:**

*In signing the Evaluation Report Form, the employee acknowledges having seen and discussed the report. The employee's signature does not necessarily indicate agreement with the conclusions of the evaluator. The employee may submit a response to this report, in writing, to the evaluator within ten (10) working days from the date of this report. That copy will be attached and filed with the Evaluation Report Form (Section 87031, California Education Code).*

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Signature of Supervisor

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Date

---

Signature of Employee

---

Date

---

Title of Supervisor

---


Signature of Reviewer

---

Date

---

Title of Reviewer

	<b>SANTA ROSA JUNIOR COLLEGE POLICE</b> Sonoma County Junior College District 1501 Mendocino Ave Santa Rosa, CA 95401 (707) 527-1000	

EMPLOYEE:		DATE:	
JOB TITLE: Police Officer		FROM:	TO:
PURPOSE OF EVALUATION:	Annual		

## Performance Measures and Evaluation

### Rating Scale

- (1) Exemplary Performance (Significantly exceeds job expectations)
- (2) Commendable Performance (Consistently well above job expectations)
- (3) Acceptable Performance (Meets the requirements of the job)
- (4) Performance Needs Improvement (Somewhat below minimum job standards)
- (5) Unacceptable Performance (Significantly below required job standards)
- N/A Not Applicable

Comments are to be provided to explain, elaborate, or make recommendations on the rating given.  
(Required for Ratings 1, 2, 4, & 5)

1. EMERGENCY CALLS FOR SERVICE	RATING	COMMENTS
Exercises reasonable caution in response to emergency calls for service.		
Gains effective and prompt control of the situation and properly utilizes necessary supporting resources.		
Exhibits calm, tactful, deliberate, organized and poised demeanor when handling emergency situations.		

2. GENERAL ASSISTANCE CALLS	RATING	COMMENTS
Responds within a reasonable time and safely when dispatched in conformance with established procedures.		
Minimizes "Out of Service" time and completes the assignment within an acceptable time period.		
Exhibits concern and interest in the call even when routine and maintains a highly professional manner.		

3. ARREST PROCEDURES	RATING	COMMENTS
Protects the safety of himself/herself and others in the apprehension process.		
Makes arrests which are compatible with department or team goals.		

4. COMMUNITY/HUMAN RELATIONS	RATING	COMMENTS
Projects a positive image to individuals and groups as a professional, competent and helpful police officer.		
Communicates effectively and openly with all types of individuals and groups.		
Relates well to people even in stressful situations.		
Exhibits sincere interest in, and concern for, the problems and viewpoints of others.		
Maintains effective working relationships with co-workers and supervisors.		

5. CASE INVESTIGATION	RATING	COMMENTS
Uses productive techniques in case investigations.		
Recognizes and carefully collects and preserves all evidence.		
Prepares clear, concise, accurate and logical reports for department and court use.		
Exhibits a professional and poised demeanor in court and functions well as an objective witness.		
Maintains acceptable clearance and complaint issuance levels.		
Works cooperatively and constructively with other organizations and resources.		

6. TRAFFIC CONTROL	RATING	COMMENTS
Maintains acceptable enforcement levels and relates activities to the location, time and causes of serious accidents.		
Gains effective and prompt control at an accident scene and properly utilizes necessary supporting resources.		
Minimizes citizen friction and complaints in traffic law enforcement.		
Maintains an acceptable record of judicial support of citations issued.		

7. CRIME PREVENTION	RATING	COMMENTS
Keeps abreast of crime problems, hazards, and prevention priorities in assigned patrol.		
Maintains acceptable and productive levels of field activity, including “on-view” stops and arrests, which can actually impact crime levels.		
Exercises initiative in finding and developing resources in the community to help crime prevention.		
Makes citizens aware of their crime prevention responsibilities and assists them in reducing hazards.		

8. PERSONAL CHARACTERISTICS	RATING	COMMENTS
Maintains a current and operational knowledge of relevant laws and court decisions affecting police work.		
Understands, applies, and has good recall of current departmental policies and procedures.		
Exercises good judgment and discretion in the performance of work assignments.		
Demonstrates initiative in problem solving in those areas under his or her control.		
Adapts quickly to new situations and changes in police operations.		
Is physically fit according to departmental standards for current work assignments.		
Maintains a good safety record in the use of vehicles, firearms and other equipment.		
Is efficient, organized and maintains a high level of interest in police work and duty assignments.		
Attends department training and job related courses.		
Maintains good attendance and observes working hours.		
Willingly accepts new or different work assignments in preparing self for increased responsibility.		

9. ADDITIONAL COMMENTS/OBJECTIVES FOR NEXT EVALUATION PERIOD

### EMPLOYEE CONFERENCE/SIGNATURE

In signing the Evaluation Report Form, the employee acknowledges having seen and discussed the report. The employee's signature does not necessarily indicate agreement with the conclusion of the evaluator. The employee may submit a response to this report, in writing, to the evaluator with a copy to the Human Resources Department within (30) days from the date of this report. That copy will be attached and filed with the Evaluation Report Form (Government Code, Chapter 9.7, Section 3306).

Immediate Supervisor's Signature / Date	Employee's Signature / Date

Area Supervisor's Signature / Date	Human Resources / Date

White – Personnel

Yellow - Police Department

Pink – Employee

***Classified Evaluation  
PERFORMANCE IMPROVEMENT PLAN***

**NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **DEPARTMENT:** \_\_\_\_\_

Performance Improvement Plans are expected to contain the following components:

1. Identify statements of performance or conduct that need improvement or that are unsatisfactory:

2. Provide statements of the expected performance or conduct:

3. Time period by which the changes in performance or conduct are to be made (not to exceed 180 days).

- ☐ Re-Evaluation due in 30 days: \_\_\_\_\_ (date)
- ☐ Re-Evaluation due in 60 days: \_\_\_\_\_ (date)
- ☐ Re-Evaluation due in 90 days: \_\_\_\_\_ (date)
- ☐ Re-Evaluation due in 180 days: \_\_\_\_\_ (date)

4. Please describe the follow-up / training plan, which may include the types of training or assistance provided to help the employee achieves the expected performance or conduct:

--

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Supervisor

\_\_\_\_\_  
Signature of Reviewer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Reviewer

C: Employee's Personnel File

SEIU/District Negotiations 2016/17 New 8.5.16





**PERFORMANCE IMPROVEMENT PLAN  
OUTCOME REPORT**

**NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **DEPARTMENT:** \_\_\_\_\_

An Outcome Report following a Performance Improvement Plan (PIP) is expected to contain the following components:

1. Identify statements of performance or conduct that needed improvement or were unsatisfactory as described from the employee's PIP:

2. Did the employee attain satisfactory conduct or performance in addressing the above concerns?

☐ Yes

☐ No

If "Yes" which areas were completed satisfactorily?

If "No" what are the continued areas that need improvement?

3. This Outcome Report will indicate one of the following:

- ☐ Satisfactory completion.
- ☐ Complete a new Performance Improvement Plan.
- ☐ Unsatisfactory progress, move to the disciplinary process (this serves as verbal notice for the disciplinary process).

A copy of the Outcome Report will be placed in the employee's personnel file.

---

Signature of Supervisor

---

Date

---

Signature of Employee

---

Date

---

Title of Supervisor

---

Signature of Reviewer

---

Date

---

Title of Reviewer

C: Employee's Personnel File

SEIU/District Negotiations 2016/17 New 8.5.16

## APPENDIX E

STATE OF CALIFORNIA

GEORGE DEUKMEJIAN Governor

## PUBLIC EMPLOYMENT RELATIONS BOARD

San Francisco Regional Office  
 177 Post Street, 9th Floor  
 San Francisco, California 94108  
 (415) 557-1350



Type of Election:

SONOMA COUNTY JUNIOR COLLEGE DISTRICT,

Employer,

RD Directed

SONOMA COUNTY ORGANIZATION OF PUBLIC/PRIVATE  
EMPLOYEES (SCOPE), SEIU,

Exclusive Representative.

Case No. SF-D-134

CERTIFICATION OF A REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the Regional Director of the Public Employment Relations Board in accordance with the Rules and Regulations of the Board; and it appearing from the Tally of Ballots that a majority of the valid ballots were cast for SONOMA COUNTY ORGANIZATION OF PUBLIC/PRIVATE EMPLOYEES (SCOPE), SEIU, therefore, pursuant to the authority vested in the undersigned by the Public Employment Relations Board, IT IS HEREBY CERTIFIED as of May 18, 1985 that SONOMA COUNTY ORGANIZATION OF PUBLIC/PRIVATE EMPLOYEES (SCOPE), SEIU is the exclusive representative of all employees in the unit set forth below:

(See Attached)

Signed at San Francisco, California

On the 22nd day of May, 1985

On behalf of the  
 PUBLIC EMPLOYMENT RELATIONS BOARD

*Anita I. Martinez*  
 Anita I. Martinez  
 Regional Director

Account Clerk I & II	Master Course Scheduler
Accounting Technician	Mathematics Computer Lab Assistant
Administrative Secretary	Media Assistant
Admissions & Records Clerk I, II & III	Office Automation Liaison Trainer
Admissions & Records Evaluation Technician	Offset Duplicating Equipment Operator
Art Gallery & Exhibit Coordinator	Operations Coordinator
Articulation Technician	Personnel Specialist
Assistant Science Laboratory Technician	Photo Lab Technician
Athletic Equipment Assistant	Planetarium Specialist
Athletic Equipment Technician	Pool Maintenance/Custodian
Audio Visual Clerk	Programmer
Audio Visual Production Technician	Programmer Analyst
Auto Shop Assistant	Programmer Trainee
Bookstore Operations Assistant I, II & III	Purchasing Assistant
Business Data Processing Lab Specialist	Re-Entry Community Liaison
Campus Center Assistant	Re-Entry Program Assistant
Campus Facility Guard	Satellite Center Service Technician
Campus Security Officer	Science Equipment Technician
Career Center Assistant	Science Laboratory Technician
CETA Advisor	Secretary I & II
CHEC Lab Attendant	Senior Personnel Specialist
College Nurse	Senior Programmer Analyst
Community Services Assistant	Service Center Assistant
Computer Operations Specialist	Special Education Aide
Costumer	Stenographer Clerk
Custodian	Student Employment Assistant
Data Entry Operator	Student Employment Coordinator
Duplicating Equipment Operator	Technical Reader
Electronics Senior Lab Assistant	Telecommunications/Account Clerk
Electronics Storeroom Clerk	Telephone Operator/Receptionist
Electronics Storeroom Clerk/Custodian	Testing Technician
Electronics Technician I & II	Theatre Arts Business Assistant
EOPS Advisor	Theatre Arts Production Technician
Farm Equipment Operator	Tutorial Assistant
Financial Aids Technician	Typist Clerk I, II & III
Graphics Services Assistant	Veterans Upward Bound Program Assistant
Groundskeeper/Gardener	Warehouse Keeper
Grounds Maintenance Technician	
Health Services Assistant	
Instructional Aide I, II & III	
Laboratory Assistant	
Lead Custodian	
Library Assistant I & II	
Maintenance Worker-Skilled	
Maintenance Worker I & II	

## Holiday Calendar Cycle

<b>HOLIDAY</b>	<b>2016/2017</b>
Independence Day	July 4, 2016
Labor Day	September 5, 2016
Veterans' Day	November 11, 2016
Thanksgiving Day	November 24, 2016
Day after Thanksgiving	November 25, 2016
<b>Winter Holiday Closure</b>	
Christmas Holiday	December 26, 2016
Christmas Holiday	December 27, 2016
Floating Holiday	December 28, 2016
District Provided Holiday	December 29, 2016
New Year's Holiday	December 30, 2016
New Year's Holiday	January 2, 2017
Martin Luther King Jr's Birthday	January 16, 2017
Lincoln's Day**	February 17, 2017
President's Day**	February 20, 2017
Memorial Day	May 29, 2017

<b>HOLIDAY</b>	<b>2017/2018</b>
Independence Day	July 4, 2017
Labor Day	September 4, 2017
Veterans' Day	November 10, 2017
Thanksgiving Day	November 23, 2017
Day after Thanksgiving	November 24, 2017
<b>Winter Holiday Closure</b>	
Christmas Holiday	December 25, 2017
Christmas Holiday	December 26, 2017
Floating Holiday	December 27, 2017
District Provided Holiday	December 28, 2017
New Year's Holiday	December 29, 2017
New Year's Holiday	January 1, 2018
Martin Luther King Jr's Birthday	January 15, 2018
Lincoln's Day**	February 16, 2018
President's Day**	February 19, 2018
Memorial Day	May 28, 2018

<b>HOLIDAY</b>	<b>2018/2019</b>
Independence Day	July 4, 2018
Labor Day	September 3, 2018
Veterans' Day	November 12, 2018
Thanksgiving Day	November 22, 2018
Day after Thanksgiving	November 23, 2018
<b>Winter Holiday Closure</b>	
Christmas Holiday	December 24, 2018
Christmas Holiday	December 25, 2018
Floating Holiday	December 26, 2018
District Provided Holiday	December 27, 2018
Employee/District Split*	December 28, 2018
New Year's Holiday	December 31, 2018
New Year's Holiday	January 1, 2019
Martin Luther King Jr's Birthday	January 21, 2019
Lincoln's Day**	February 15, 2019
President's Day**	February 18, 2019
Memorial Day	May 27, 2019

<b>HOLIDAY</b>	<b>2019/2020</b>
Independence Day	July 4, 2019
Labor Day	September 2, 2019
Veterans' Day	November 11, 2019
Thanksgiving Day	November 28, 2019
Day after Thanksgiving	November 29, 2019
<b>Winter Holiday Closure</b>	
Christmas Holiday	December 25, 2019
Christmas Holiday	December 26, 2019
Floating Holiday	December 27, 2019
District Provided Holiday	December 30, 2019
New Year's Holiday	December 31, 2019
New Year's Holiday	January 1, 2020
Martin Luther King Jr's Birthday	January 20, 2020
Lincoln's Day**	February 14, 2020
President's Day**	February 17, 2020
Memorial Day	May 25, 2020

<b>HOLIDAY</b>	<b>2020/2021</b>
Independence Day	July 2, 2020
Labor Day	September 7, 2020
Veterans' Day	November 11, 2020
Thanksgiving Day	November 26, 2020
Day after Thanksgiving	November 27, 2020
<b>Winter Holiday Closure</b>	
Christmas Holiday	December 25, 2020
Christmas Holiday	December 28, 2020
Floating Holiday	December 29, 2020
District Provided Holiday	December 30, 2020
New Year's Holiday	December 31, 2020
New Year's Holiday	January 1, 2021
Martin Luther King Jr's Birthday	January 18, 2021
Lincoln's Day**	February 12, 2021
President's Day**	February 15, 2021
Memorial Day	May 24, 2021

<b>HOLIDAY</b>	<b>2021/2022</b>
Independence Day	July 5, 2021
Labor Day	September 6, 2021
Veterans' Day	November 11, 2021
Thanksgiving Day	November 25, 2021
Day after Thanksgiving	November 26, 2021
<b>Winter Holiday Closure</b>	
Christmas Holiday	December 24, 2021
Christmas Holiday	December 27, 2021
Floating Holiday	December 28, 2021
District Provided Holiday	December 29, 2021
New Year's Holiday	December 30, 2021
New Year's Holiday	December 31, 2021
Martin Luther King Jr's Birthday	January 17, 2022
Lincoln's Day**	February 18, 2022
President's Day**	February 21, 2022
Memorial Day	May 30, 2022

\* On an Employee/District Split the Employee provides 1/2 day via vacation, compensatory time, paid time off, or unpaid leave and the District provides the other 1/2 of the day as additional holiday time off.

\*\* The dates given for Lincoln's Day and President's Day are subject to change based on variations in the college calendar.

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## SUMMER HOURS AGREEMENT

Unit members will have the following work options subject to the needs of the District and to the prior written approval of their immediate administrative supervisor and the Vice President of Human Resources, or designee:

### REGULAR WORK SCHEDULE & ALTERNATIVE WORK SCHEDULE OPTIONS

#### **REGULAR WORK SCHEDULE:**

Four (4) day work week; ten (10) hours per day, Monday through Thursday. Friday is not a work day, with some exceptions to be determined on an individual or departmental basis.

#### **ALTERNATIVE WORK SCHEDULE OPTIONS:**

If an alternative work schedule is elected by the unit member and approved by the District, this shall be in effect for the duration of the summer (i.e., from Memorial Day Holiday until the last Friday in July).

Unit members shall receive holiday pay based on his/her scheduled work hours on any day designated a holiday.

No unit member's shift differential or other premium pay shall be affected by the 4/10 work plan, or any option under the plan, unless s/he elects to work less than eight (8) hours per day.

It is the intent of the District to attempt to reasonably accommodate a unit member's request to work one of the below alternative work schedules:

**Four (4) day work week, eight (8) or nine (9) hours per day, Monday through Thursday. Friday is not a work day. This alternative schedule can be achieved in any of the following ways:**

- a. A unit member shall be permitted to utilize earned and unused vacation and CTO equal to, but not to exceed, a forty (40) hour work week in paid status. Upon the unit member's written request to the Vice President of Human Resources, the District will advance vacation hours which the unit member will be eligible to earn in that fiscal year, if necessary.
- b. A unit member with medical restrictions documented by a physician, and subject to verification by a District selected physician, may use earned and unused sick leave to maintain their regular FTE pay status.
- c. Unit members may elect a leave without pay in lieu of maintaining their FTE pay status with no impact on the unit member's District paid benefits or benefit accrual rates. Retirement service credit is subject to the rules and regulations of the Public Employees Retirement System or the unit member's retirement system.
- d. Upon written request to (and approval by) the Vice President of Human Resources, a unit member may utilize personal necessity leave to maintain their regular FTE pay status to accommodate difficulties with the 4/10 schedule concerning dependent care.

#### **REST PERIODS:**

An additional break of ten (10) minutes per day may be added to another rest period during the day or be utilized independently, as scheduled between the employee and the supervisor.

#### **REQUEST PROCESS:**

1. The unit member may request an alternative work schedule using the form on front page, (which also serves as a Notice of Absence form [NOA]), and forward to his/her immediate supervisor and to the Vice President of Human Resources, or designee. If approved at both levels, the schedule shall be implemented. Reasonable requests shall not be arbitrarily denied.
2. If not approved by immediate supervisor, the unit member, within five (5) calendar days of being denied by the supervisor, may appeal in writing to the Appeals Committee composed of the Vice President of Human Resources or designee, one administrator representative appointed by the Superintendent/President and a representative appointed by SEIU, Local 1021. Their decision shall be made by consensus and it is final and not subject to any further administrative review.

Article 13 (Grievance Procedure), current collective bargaining agreement between SCJCD/SEIU, shall not be used to grieve unit members' work schedule decisions made by the District and/or the Appeals Committee.

## Alternative Work Schedule Calendar

## SAMPLE CALENDAR

## Summer 2015

May						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

3 Work Days, 1 Holiday

May 25: Begin Summer Schedule

June						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

18 Work Days

July						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

17 Work Days, 1 Holiday

July 30: End Summer Schedule





SAMPLE LETTER
---------------

Date:

To: All Regular Classified Employees  
Management Team/Department Chairs

From: Danielle Donica/Linda Jay, Human Resources

Subject: **Summer Hours for the Period From (Memorial day) May – (last Friday in )July**

Per SEIU Contract Article 6.8.1, beginning Memorial Day week in May, the District will implement the Summer 4/10 Schedule. The work week will be four (4) days per week, Monday through Thursday, 10 hours per day. Employees need to work their full weekly FTE hours within this schedule, or reduce their schedule per the information below. This schedule will be in effect until last Friday in July.

The College's public hours will not be changed. Offices should plan on being open from 8:00 a.m. - 5:00 p.m. Monday through Thursday. The College will be closed from Friday through Sunday. Any office/department requesting exceptions to the normal public hours must be recommended to the employee's immediate supervisor and Component Administrator. If approved, those requests shall be forwarded to the Human Resources Department.

The full text of the Summer Hours Agreement is in Appendix G.1 of the SEIU/District contract. The agreement explains how an employee may use vacation time, compensatory time off (CTO), sick leave (if applicable), etc., to work less than ten hours per day.

If you wish to work an alternative schedule please complete the Summer Alternative Work Schedule Notice of Absence (NOA) form on the back of this memo and submit to your supervisor for approval. This form should be submitted to Human Resources by May 9.

Please report only your reduced hours for the Summer 4/10 Schedule. If you plan on taking additional time off during this period, please submit those hours on a separate NOA reporting your actual hours absent per day.

Please note: if you will be working within the established summer work hours and your regular FTE nothing further is required. Please do not submit this form if you are not reducing your FTE.

Thank you.

FOR QUESTIONS: CONTACT DANIELLE DONICA x4785 OR LINDA JAY x4817 IN HR SUBMIT FORM TO: HUMAN RESOURCES DEPT.	<b><u>NO LATER THAN MAY 9</u></b>
--	-----------------------------------

## Summer Alternative Work Schedule

### NOTICE OF ABSENCE FORM

SSN (LAST FOUR) \_\_\_\_\_

NAME: \_\_\_\_\_

DEPT: \_\_\_\_\_

REGULAR FTE/HOURS PER DAY: \_\_\_\_\_

#### REDUCED SUMMER SCHEDULE:

DAY	START TIME	LUNCH BEGIN/END	END TIME	TOTAL HRS. WORKED	TIME REDUCED IF LESS THAN REGULAR FTE
MON	_____	_____	_____	_____	[_____]
TUE	_____	_____	_____	_____	[_____]
WED	_____	_____	_____	_____	[_____]
THU	_____	_____	_____	_____	[_____]

TOTAL WEEKLY WORK HOURS: [\_\_\_\_\_]

TOTAL HRS/WEEK REDUCED: [\_\_\_\_\_]

***PLEASE DO NOT SUBMIT THIS FORM  
IF YOU ARE NOT REDUCING YOUR TOTAL FTE/HOURS PER WEEK.***

CHARGE TO: ☐ Sick (current medical note required) ☐ CTO/PTO ☐ Personal Necessity  
☐ Unpaid ☐ Vacation ☐ Other \_\_\_\_\_

EFFECTIVE DATES FROM: _____	TO: _____	TOTALS HOURS REDUCED FOR MAY/JUNE: [_____]
MM DD YY	MM DD YY	
EFFECTIVE DATES FROM: _____	TO: _____	TOTALS HOURS REDUCED FOR JULY: [_____]
MM DD YY	MM DD YY	

***DO NOT SUBMIT PLANNED VACATION/TIME OFF ON THIS FORM.***

***PLEASE SUBMIT THOSE HOURS ON A SEPARATE NOA.***

EXPLANATION FOR REQUEST (Attach sheet if necessary): \_\_\_\_\_

#### Approval Signatures:

\_\_\_\_\_  
Employee's Signature Date

\_\_\_\_\_  
Immediate Supervisor's Signature Date

\_\_\_\_\_  
Component Administrator Date

FOR QUESTIONS: CONTACT DANIELLE DONICA x4785 OR LINDA JAY x4817 IN HR  
SUBMIT FORM TO: HUMAN RESOURCES DEPT. **NO LATER THAN MAY 9**

cc: NOA FILE; PAYROLL IF APPLICABLE.

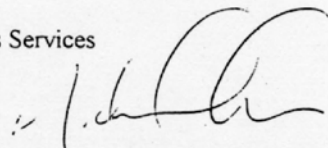


Leading the Way

Service Employees International Union Local 707

AFL-CIO, CLC

TO: Ron Root, Vice-President Business Services  
Santa Rosa Junior College

FROM: Michael Allen, General Manager 

SUBJ: Notification of Agency Shop Implementation

DATE: March 29, 2001

Pursuant to Senate Bill 1960, SEIU Local 707, as the exclusive representative for Santa Rosa Junior College classified employees, hereby provides notification to the employer to implement agency shop provisions at the earliest practicable date.

The current rate of membership dues is 1.35% of gross salary. Those employees who have not joined the Union shall be required to pay a service fee of 1.05% of gross salary.

Please continue to deduct and pay to SEIU Local 707 membership dues for each union member equal to 1.35% of gross salary. Please deduct and pay to SEIU Local 707 a service fee for each non-member equal to 1.05% of his/her gross salary.

Thank you for your timely cooperation in this matter.

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# APPENDIX I SHIFT DIFFERENTIAL SCHEDULE

Shifts that have any portion in the shaded zone receive a 5% shift differential on their whole shift.

TIME	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
12:00am - 12:30am							
12:30am - 1:00am							
1:00am - 1:30am							
1:30am - 2:00am							
2:00am - 2:30am							
2:30am - 3:00am							
3:00am - 3:30am							
3:30am - 4:00am							
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6:30am - 7:00am							
7:00am - 7:30am							
7:30am - 8:00am							
8:00am - 8:30am							
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9:30pm - 10:00pm							
10:00pm - 10:30pm							
10:30pm - 11:00pm							
11:00pm - 11:30pm							
11:30pm - 12:00pm							

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## POSITIONS BY COMPONENT GROUP

### **GROUP #1 CROSS-COMPONENT GROUP (ADMINISTRATIVE ASSISTANT FAMILY)**

Administrative Assistant I, II & III  
Clerical Assistant

Executive Assistant, Non-Confidential

### **GROUP #2 CROSS-COMPONENT GROUP (FACILITIES & INFORMATION TECHNOLOGY CLASSIFICATIONS) Formerly: Administrative Services**

Alternate Media Specialist  
Assistive Technology Specialist  
Automotive/Equipment Mechanic  
Automotive Shop Assistant  
Building Maintenance Generalist  
Carpenter  
Coordinator, Computer Aided Design (CAD) Labs  
Coordinator, Computer Labs  
Coordinator, Farm Operations  
Coordinator, Grounds Operations  
Coordinator, Instructional Computer Systems  
Coordinator, KAD Equipment & Services  
Coordinator, Maintenance Operations  
Coordinator, Public Safety Facilities Operations  
Custodial Maintenance Technician  
Custodian  
Electrician  
Energy Management Technician  
Equipment Technician I  
Farm Assistant  
Farm Equipment Operator  
Groundskeeper I & II  
Hazardous Materials Specialist  
Heavy Cleaner  
Help Desk Technician  
HVAC and Controls Technician

Instructional Designer  
Instructional Systems Administrator  
Locksmith  
Media Production Technician  
Media Resources Specialist  
Media Support Specialist  
Media Systems Technician I & II  
Microcomputer Lab Specialist I & II  
Network Technician  
Painter  
Petaluma Microcomputer Lab Coordinator  
Plumber  
Programmer  
Programmer Analyst  
Programmer Analyst, Senior  
Research Analyst  
Research Technician  
Systems Administrator  
Systems Specialist, Student Financial Services  
Technical Writer  
Telecommunications Technician  
Tree Maintenance Worker  
Waste Diversion Technician  
Web Design Specialist  
Web Developer  
Web Support Specialist

### **GROUP #3 CROSS-COMPONENT GROUP (FISCAL SERVICES, HUMAN RESOURCES & PUBLIC RELATIONS) Formerly: Business Services**

Account Specialist  
Account Technician I & II  
Accountant  
Advisor, Student Affairs Accounts & Special Programs  
Bookstore Account Specialist  
Bookstore Clerk  
Bookstore Purchasing Specialist  
Bookstore Technician  
Bookstore Technology Specialist  
Bookstore Textbook Specialist  
Budget Specialist, Categorical Programs  
Business Services Specialist  
Buyer  
Buyer, Senior  
Community Service Officer  
Coordinator, Bookstore  
Coordinator, Communications & Marketing

Coordinator, Marketing & Social Media  
Coordinator, Police Technical & Support Services  
Coordinator, Professional Development  
Coordinator, Textbook  
Coordinator, Warehouse Operations  
Copy Center Specialist  
Graphic Designer  
Human Resources Technician  
Lead Cashier, Bookstore  
Parking Lot Attendant  
Payroll Specialist  
Payroll Technician  
Police Dispatcher/Records Technician  
Police Officer  
Purchasing Specialist  
Senior Designer  
Storekeeper I & II

## **POSITIONS BY COMPONENT GROUP – Continued**

### **GROUP #4 ACADEMIC AFFAIRS**

Accompanist/Coach  
Art Gallery Specialist  
Box Office Technician  
Ceramics Laboratory Technician  
Child Care Associate Teacher  
Child Care Master Teacher  
Child Care Site Supervisor  
Child Care Teacher  
Cook/Child Care Center  
Coordinator, Career Technical Ed (CTE)/Outreach  
Coordinator, Farm Operations  
Coordinator, Lifeguard Program  
Coordinator, Reading Laboratory  
Coordinator, Scheduling  
Coordinator, Science Labs  
Culinary Operations Specialist  
Curriculum Technician  
Electronics Laboratory Technician  
Exhibits Specialist  
Horticulture Technician I & II  
Image Technician

Instructional Assistant, Senior  
Laboratory Assistant, Adapted PE (APE)  
Laboratory Assistant, Computer Studies  
Laboratory Assistant, Health Sciences  
Laboratory Assistant, Public Safety  
Laboratory Assistant/Senior, Health Sciences  
Library Technician I, II & III  
Livestock Technician  
Photography Lab Technician  
Planetarium Specialist  
Print Making Laboratory Technician  
Program Assistant, Study Abroad/Language Lab  
Scheduling Technician  
Scheduling Technician, Senior  
Science Equipment System Specialist  
Science Lab Instructional Assistant  
Science Lab Technician  
Theatre Arts Costume Technician  
Theatre Arts Production Specialist  
Theatre Arts Promotions Specialist

### **GROUP #5 STUDENT SERVICES**

Admissions and Records Evaluation Specialist I & II  
Admissions and Records Specialist  
Advisor, Student Affairs Accounts & Special Programs  
Articulation Specialist  
Career Services Advisor  
College Nurse Practitioner  
Coordinator, Admissions & Records  
Coordinator, Assessment Services  
Coordinator, ELL Outreach  
Coordinator, EOPS Outreach Programs  
Coordinator, Financial Aid & Outreach  
Coordinator, High School Equivalency Prog. (HEP)  
Coordinator, International Student Program  
Coordinator, Scholarship/Outreach  
Coordinator, School Relations & Outreach  
Coordinator, Student Academic Records  
Coordinator, Student Employment Services  
Coordinator, Student Engagement Programs, SA  
Coordinator, Student Resource Center & Marketing Prog.  
Disability Intake Facilitator  
Employment Services Advisor – C2C  
EOPS/CARE Specialist  
Evaluation Specialist II  
Financial Aid Program Specialist  
Financial Aid Technician– Petaluma

Financial Aid Technician I & II  
Health Promotion Specialist  
Health Services Assistant  
Health Services Specialist  
Intake Specialist, CalWORKs  
International Student Advisor  
Medical Assistant  
Outreach Specialist, Gateway to College  
Outreach Specialist, High School Equiv. Prog. (HEP)  
Program Developer, CalWORKs  
Program Specialist, Gateway to College  
Program Specialist, MESA Programs & Outreach  
Scholarship Technician  
Service Facilitator  
Sign Language Interpreter  
Sign Language Interpreter, Senior  
Student Advisor, CalWORKs  
Student Success Coach – C2C  
Student Success Specialist I & II  
Student Success Technician  
Support Services Specialist  
Testing Specialist  
Testing Technician  
Workability Job Developer



### Timeline for 2015/16 Classification Review Process

DATE	ACTIVITY
August 18 <sup>th</sup>	PDQ's sent to employees whose positions are being reviewed.
October 1 <sup>st</sup>	Completed PDQ's and revised descriptions, if applicable, due in Human Resources.
October 15 <sup>th</sup>	Classification Review Committee begins review of PDQ's and revising job descriptions.
January 15 <sup>th</sup>	Revised job descriptions sent to employees/supervisors for approval or correction.
January 29 <sup>th</sup>	Deadline for submission of Employee Reply Form for revised descriptions.
March 11 <sup>th</sup>	Appeals finished and employees/supervisors notified.
March 31 <sup>st</sup>	Final job descriptions measured to determine grade placements.
April 15 <sup>th</sup>	Employees/supervisors notified of final grade placements
April 22 <sup>th</sup>	Recommendations of the CRC sent to joint negotiations teams.

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**MEMORANDUM OF UNDERSTANDING**

**Service Employees International Union, Local 1021 and  
The Sonoma County Junior College District**

1. Any classified retiree may enroll in any of the multi-site Kaiser plans, where those contracts are offered.
2. A classified early retiree who chooses to enroll in one of the Kaiser multi-site plans shall request in writing his/her intention at least 60 days in advance of the coverage effective date. The District will contact Kaiser and request a multi-site contract for the specific coverage area. The District will pay the monthly premium to Kaiser, and the early retiree will reimburse the District on a monthly basis, any premium amount over the current portability stipend.
3. Any classified Medicare-eligible retiree may enroll in a Kaiser multi-site plan regardless of stipend eligibility. Any classified retiree who chooses to enroll in one of the Kaiser multi-site plans shall request in writing his/her intention at least 60 days in advance of the coverage effective date. The District will contact Kaiser and request a multi-site contract for the specific coverage area. The District will pay the monthly premium to Kaiser, and the retiree will reimburse the District on a monthly basis any premium amount due less the retiree stipend (if applicable).

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Side Letter  
District/SEIU 1021 Joint Labor Management Committee  
June 23, 2015 11AM

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**SEIU 1021/District Side Letter for Joint Labor Management Committee**

1. The District and the SEIU Local 1021, desiring to foster better day-to-day communications, and to achieve and maintain a mutually beneficial relationship through the use of a continuing communications program to effectively maintain stable labor-management relations and avoid controversies, do hereby establish this Side Letter of Agreement for a Joint Labor Management Committee (JLMC).
2. The purpose of the JLMC is to discuss, explore and study problems referred to it by the parties to this Collective Bargaining Agreement (CBA). The JLMC, by mutual agreement, shall be authorized to make recommendations on those problems that have been discussed, explored and studied. The JLMC will function on a consensus model to approve recommendations. When recommendations are reached by the JLMC, they shall be forwarded to the appropriate administrative level with a recommendation that they be considered for implementation.
3. In order to have a frank and open discussion, the JLMC shall have no authority to change, delete or modify any of the terms of the existing District/SEIU 1021 CBA, nor to settle grievances arising under the CBA. In addition, the District and SEIU 1021 agree that ~~all discussions of the JLMC are confidential, and none of the those~~ <sup>the</sup> discussions will be work of the JLMC will be subject to grievance, or used as evidence or in argument in grievances, arbitration, and/or litigation.
4. The JLMC shall have the following specific objectives:
  - Foster communication between parties;
  - Serve as a forum to discuss issues of mutual concern;
  - Work to build consensus for joint problem solving and planning where the parties recognize it is best to have a shared position;
  - Maintain the ~~confidence~~ confidentiality of the other party so that representatives for each side can speak freely;
  - Assess the need for any sub-committees of this JLMC;
  - Inform and educate the District community about the concept and benefits of this labor/management partnership, and
  - Make recommendations to the appropriate administrative level, and monitor the progress of such recommendations.

Side Letter  
District/SEIU 1021 Joint Labor Management Committee  
June 23, 2015 11AM

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5. The JLMC may ~~shall~~ be used to discuss specific and ongoing issues such as:
- Workload;
  - Overtime;
  - Time and motion studies;
  - Evaluation procedures;
  - Best practices, and industry standards;
  - Training, career advancement and upward mobility;
  - Improving the quality of service;
  - Productivity;
  - Use of temporary workers, and
  - Other topics mutually agreed upon.
6. The JLMC shall be composed of 8 members, four representing SEIU 1021, and four representing the District. The SEIU 1021 representatives shall include the President of the 1021 Chapter, the Chapter Vice President, one other elected member of the Chapter, and the SEIU 1021 assigned Field Representative or Education Field Director; other Chapter members may be invited as subject experts as needed. The District representatives shall include the Vice-President, Human Resources, and up to three other management representatives appointed by the District. The District may invite other District employees as subject experts as needed. The District Superintendent/President shall attend on a quarterly basis, or more frequently as agreed upon jointly.
7. The Chair of the JLMC shall alternate between the District and SEIU 1021 each month. The representative appointed as Chair shall serve a term commencing with the close of the meeting at which the appointment is announced and continues until the end of the next meeting. The Chair shall prepare an agenda for the meeting and distribute it via email to all members at least two working days prior to the JLMC meeting.
8. Meetings shall be held monthly, on the third Thursday, from 1:00 – 2:30 pm. Interim meetings may be held if mutually agreed to by the JLMC.
9. Meetings shall be conducted in the workplace facility unless otherwise agreed to. Classified employees shall receive paid release time from the District for attendance at these meetings.

Side Letter  
District/SEIU 1021 Joint Labor Management Committee  
June 23, 2015 11AM

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10. The JLMC will remain in existence for the 2015/2016 and the 2016/2017 fiscal years. As of June 30, 2017, the District and SEIU 1021 may mutually agree to extend or end the JLMC. ~~If no agreement is reached the JLMC will end.~~
- 

AGREED TO ON June 23, 2015

BY:

FOR THE DISTRICT'S TEAM:

Karen Furukawa

Karen Furukawa or

Other Designee

FOR THE SEIU, LOCAL 1021 TEAM:

Jordan B. Mead  
Jordan Mead

John Shaban  
John Shaban

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Side Letter  
To July 1, 2014 – June 30, 2017 contract

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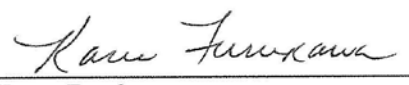
**Classified Open Recruitment Screening Criteria**

Effective July 1, 2015, for every classified open recruitment, a screening criteria will be "previous experience in a higher education setting". The scale (e.g. 0-5) for this criterion will be equal to the highest scale of the other criteria as determined by the committee.

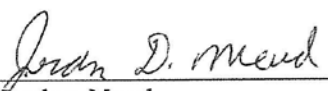
AGREED TO ON June 23, 2015

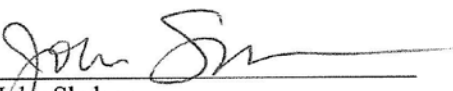
BY:

FOR THE DISTRICT'S TEAM:

  
\_\_\_\_\_  
Karen Furukawa or  
Other Designee

FOR THE SEIU, LOCAL 1021 TEAM:

  
\_\_\_\_\_  
Jordan Mead

  
\_\_\_\_\_  
John Shaban

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**The Index is currently under review. Please note that either pages and/or topics may not be aligned. For complete accuracy, please refer to the Table of Contents.**



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SEIU Local 1021 & Sonoma County Junior College District

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