AGREEMENT

BETWEEN

SONOMA COUNTY JUNIOR COLLEGE DISTRICT

AND

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)
LOCAL 1021

JULY 1, 2021 – JUNE 30, 2024

DEFINITIONS

"Allocation" is the placement of a classification on a specific salary schedule grade or rate.

"Bumping Right" is the right of a unit member, under certain conditions, to displace 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 grade are appropriate for all positions in a class.

"Classification" is the placement of 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 grade 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 which must be possessed by a unit member before they 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 Field Representative.

"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.

DEFINITIONS (Continued)

"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 grade or rate to another salary grade 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.

"Reassigned Time" is the time a unit member is reassigned from their normal job responsibilities to perform other duties and a backfill is provided to the unit member's department.

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

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

"Release Time" is the time a unit member is released from their normal job responsibilities in order to perform other duties.

"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 grades 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.

DEFINITIONS (Continued)

"Student Employee" Student employees may be assigned to clerical, technical, general labor or other duties that support the 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 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 grade.

"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 that support the 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 submit a Volunteer Agreement form to Human Resources.

This page intentionally left blank.

TABLE OF CONTENTS

SEIU Local 1021 & Sonoma County Junior College District
July 1, 2021 - June 30, 2024

DEFINITIONS ..... **i-iii**

AGREEMENT **1**

ARTICLE

1 RECOGNITION **3**

2 DISTRICT RIGHTS **5**

3 UNION SECURITY **7**
3.1 Dues/COPE/Union-Sponsored Benefit Program Deductions 7
3.2 Non-Discrimination 7

4 EVALUATION AND PERSONNEL FILES **9**
4.1 Evaluation 9
4.2 Frequency 9
4.3 Purpose 9
4.4 Interim Evaluation 10
4.5 Performance Improvement Plan 10
4.6 Discussion 11
4.7 Appeal 11
4.8 Personnel Files 11

5 UNION RIGHTS **13**
5.1 Definition of Unit Member 13
5.2 Dignity Clause 13
5.3 Services Provided 13
5.4 Hire Date and Classification Roster 13
5.5 Copies of Documents 13
5.6 SEIU Conferences 14
5.7 Copies of Agreement 14
5.8 Classified Executive Council 14
5.9 Committee Assignments/Interview Committees 15
5.10 Ratification 15
5.11 Negotiations 15
5.12 Contractual Release Time 16
5.13 Monthly Bargaining Unit Report 16
5.14 New Employee Onboarding/Benefits Orientation 16
5.15 Protecting Bargaining Unit from Non-Exclusive Third Parties 17
5.16 Meet and Confer 17

6 HOURS OF EMPLOYMENT **19**
6.1 Work Year Descriptions 19
6.2 Work Schedule A: Hourly Instructional Year Employee 19
6.3 Work Schedule B: (Formerly 10-Month Employee) 19
6.4 Work Schedule C: (Formerly 11-Month Employee) 19
6.5 Work Week 20
6.6 Work Day 20
6.7 Variable Scheduling 21
6.8 "Summer Hours" Schedule 22
6.9 Reduction in Assigned Time 23

TABLE OF CONTENTS

SEIU Local 1021 & Sonoma County Junior College District

July 1, 2021 - June 30, 2024

ARTICLE

6 HOURS OF EMPLOYMENT (Continued) 19
- 6.10 Adjustment in Assigned Time 24
- 6.11 Lunch Period 24
- 6.12 Rest Period 24
- 6.13 Overtime 24
- 6.14 Overtime for Unit Members Receiving a Reduction in Hours in Shift Differential 26
- 6.15 Distribution of Overtime 26
- 6.16 Call in Time 26
- 6.17 Call Back Time 26
- 6.18 Shift Differential 26
- 6.19 Split Shift 27
- 6.20 Employment Status 28
- 6.21 Voting Time 28
- 6.22 Job Sharing 28

7 PAY AND ALLOWANCES 29
- 7.1 Rate of Pay 29
- 7.2 Time of Payment 29
- 7.3 Payroll Errors and Lost Checks 29
- 7.4 Placement on Salary Schedule 30
- 7.5 Step Increases 30
- 7.6 Lump Sum Payment 30
- 7.7 Reclassification or Promotion 30
- 7.8 Mileage 31
- 7.9 Reimbursement for Meals 31
- 7.10 Reimbursement for Lodging 31
- 7.11 Longevity 32
- 7.12 Compensation for a Unit Member Working Out of Classification 32
- 7.13 Compensation During Training Periods 33
- 7.14 Bilingual Skills 33

8 EMPLOYEE EXPENSES AND MATERIALS 35
- 8.1 Uniforms for Facilities Operations and Shone Farm Classified Employees 35
- 8.2 Work Clothes for Other Classified Positions 38
- 8.3 Replacing or Repairing Employee's Property 39
- 8.4 Use of Personal Vehicle 39
- 8.5 Physical Examinations 40
- 8.6 Use of District Equipment 40
- 8.7 Licenses and Certificates 40
- 8.8 Commute Alternatives 40

9 HEALTH AND WELFARE BENEFITS 41
- 9.1 Employee and Dependent Insurance Coverage 41
- 9.2 Eligibility 42

TABLE OF CONTENTS

SEIU Local 1021 & Sonoma County Junior College District
July 1, 2021 - June 30, 2024

ARTICLE

9 HEALTH AND WELFARE BENEFITS (Continued) 41
9.3 Open Enrollment 43
9.4 Benefit Plans 44
9.5 Continuation of Benefits 44
9.6 CalPERS (Informational Item Only) 44
9.7 Student Health Fee Waiver 45
9.8 403(b) Pension Plan 45
9.9 Benefits Administration 45

10 HOLIDAYS 47
10.1 Holiday Entitlement 47
10.2 Additional Holidays 47
10.3 Saturday/Sunday Holidays 47
10.4 Eligibility 48
10.5 Floating Holiday 48
10.6 Winter Holiday Closure 48
10.7 College Calendar 49

11 VACATION 51
11.1 Vacation Eligibility 51
11.2 Accumulation 51
11.3 Holidays During Vacation 52
11.4 Scheduling of Vacation 53
11.5 Vacation Postponement 54
11.6 Interruption of Vacation 54
11.7 Vacation Pay 54
11.8 Vacation Pay Upon Termination 54
11.9 Vacation Pay-Off 54

12 LEAVES OF ABSENCE 55
12.1 Immediate Family 55
12.2 Bereavement Leave 55
12.3 Jury Duty 55
12.4 Military Leave 56
12.5 Sick Leave 56
12.6 Personal Necessity Leave [Ref: E.C. Section 88207] 58
12.7 Supplemental Personal Necessity Leave 58
12.8 Catastrophic Leave 59
12.9 Maternity 60
12.10 Family Care & Medical Leave 61
12.10.1 Eligibility 61
12.10.2 Purposes for Which Leave May Be Taken 61
12.10.3 Duration of Leave 62
12.10.4 Time for Commencement of Leave 62
12.10.5 Unit Member Notice 62
12.10.6 Continuation of Health & Welfare Benefits 62
12.10.7 Status While on Leave 63
12.10.8 Spouse and/or Registered Domestic Partners who are Unit Members 63
12.10.9 Verification 63
12.10.10 Concurrent Running of Leaves 63

TABLE OF CONTENTS

SEIU Local 1021 & Sonoma County Junior College District
July 1, 2021 - June 30, 2024

ARTICLE

12 LEAVES OF ABSENCE (Continued) 55
12.11 Parental Leave 63
12.12 Parental Leave (Using Personal Necessity Leave) 64
12.13 Child Rearing Leave 64
12.14 General Leaves 64
12.15 Industrial Accident and Illness Leave 65
12.16 Custodial Substitute Utilization 67
12.17 Terms for Leaves of Absence 67
12.18 Reemployment Rights 67
12.19 Family School Partnership Act 68
12.20 Monitoring Absences 68

13 GRIEVANCES 69
13.1 Definitions 69
13.2 General Information 69
13.3 Job Steward 70
13.4 Grievance Procedure 70
13.4.1 Informal Resolution 70
13.4.2 Level I – Formal Level 71
13.4.3 Level II - Mediation 71
13.4.4 Level III – Administrative Review 71
13.4.5 Level IV – Arbitration 72

14 FILLING VACANT POSITIONS 73
14.1 Transfer 73
14.2 Transfer Eligibility 73
14.3 Applying for Transfer 73
14.4 Selection for Transfer 74
14.5 Failure to Complete the Probationary Period in a New Position 74
14.6 District-Initiated Transfer 75
14.7 Posting of Vacancy Notice for Outside Recruitments 76
14.8 Filing 76
14.9 Notice Contents 76
14.10 Advancement 76
14.11 Reinstatement after Resignation 76
14.12 Positions Designated as Bilingual 77
14.13 Classified Interview Committees 77

15 SAFETY 79
15.1 Safety Committee 79
15.2 Equipment 79

16 FRINGE BENEFITS FOR RETIREES 81
16.1 Definition 81
16.2 Stipend 81
16.3 Spouse/Domestic Partner Eligibility 82
16.4 Dental 82
16.5 Open Enrollment 82
16.6 Administration 82
16.7 Early Retirement Option 82

TABLE OF CONTENTS

SEIU Local 1021 & Sonoma County Junior College District
July 1, 2021 - June 30, 2024

ARTICLE

17 CONCERTED ACTIVITIES 87
17.1 Strike, Work Stoppage, Etc 87
17.2 SEIU Compliance 87
17.3 Lockout 87

18 SEVERABILITY 89
18.1 Savings Clause 89
18.2 Replacement for Severed Provision 89

19 CLASSIFICATION/RECLASSIFICATION 91
19.1 Composition of the Classification Review Committee 91
19.2 Direction and Methodology of Classification Review Committee 91
19.3 Classification Review Schedule 91
19.4 Classification Process and Timelines 92
19.5 Off-Schedule Reviews 93
19.5.1 General Indications 93
19.5.2 Events Triggering an Off-Schedule Review 94
19.5.3 Procedure to Request an Off-Schedule Review 94
19.5.4 Creation of a New Position 95
19.6 New Classifications 95
19.7 Implementation of CRC Recommendations 95

20 LAYOFF PROCEDURES 97
20.1 Definitions 97
20.2 Seniority Procedures 97
20.3 Computation of Seniority 97
20.4 Computation of Seniority When Classifications Change 98
20.4.1 Previous Classification still exists. Employee Transfers or Promotes 98
20.4.2 Previous Classification still exists. Employee Reclassified 98
20.4.3 Previous Class is Abolished Due to Reclassification 98
20.4.4 None of the Above 98
20.4.5 Equal Seniority 99
20.5 Seniority Lists 99
20.6 Application 99
20.7 Displacement Rights 100
20.8 Notice 101
20.9 Reemployment Rights 102
20.10 Retirement in Lieu of Layoff 102
20.11 Miscellaneous 103

21 DISCIPLINARY ACTION 105
21.1 Disciplinary Action 105
21.2 Definitions 106
21.3 Two (2) Year Limit 106
21.4 Probationary 106
21.5 Causes 107
21.6 Procedures for Discipline 108
21.7 Non Grievable 109

TABLE OF CONTENTS

SEIU Local 1021 & Sonoma County Junior College District
July 1, 2021 - June 30, 2024

ARTICLE

22 EMPLOYEE EDUCATION AND TRAINING....111
22.1 Educational Release Time Program....111
22.2 In-Service Training....112
22.3 Professional Development Activities (PDA) Days....112
22.4 Classified Shared Governance Program....112
22.4.1 Eligibility for Compensation....112
22.4.2 Compensation form/Tracking and Processing....113
22.4.3 Flex Time Usage....113
22.4.4 Dispute Resolution....113

23 CONTRACTING BARGAINING UNIT WORK....115
23.1 Contracting Bargaining Unit Work....115
23.2 Short-Term/Non-Continuing Employee List....115
23.3 Continued Employment Rights for Employees Affected by Contracting Out....115

24 DISTRICT POLICE....117
24.1 Probationary Period....117
24.2 Evaluations....117
24.3 P.O.S.T. Training....118
24.4 Shift Assignments....118
24.5 Filling Vacant Shifts....119
24.6 Shift Changes....120
24.7 Uniform Allowance....120
24.8 District Police Dicipline....120
24.9 Workers' Compensation....121
24.10 Training....121
24.11 Police Officers Association....121
24.12 Chain of Command....121
24.13 SRJC District Police Department Policy Manual....121
24.14 Special Assignment....122
24.15 Labor Code Section 4850....122
24.16 Holiday Pay....122
24.17 Rest Periods....122
24.18 Professional Incentive....124
24.19 Safety PERS....124

25 PARKING....125

26 TERM OF AGREEMENT....127

27 GENERAL WORKING CONDITIONS....129
27.1 Electronic Security Systems....129
27.1.1 Approved Purposes....129
27.1.2 Limitations on Placement of Electronic Security System....129
27.1.3 Limitations on Access to Data....130
27.1.4 Limitations on District Use of Data....130
27.1.5 Authorized Access....130

SIGNATURE PAGE....133

TABLE OF CONTENTS

SEIU Local 1021 & Sonoma County Junior College District
July 1, 2021 - June 30, 2024

APPENDICES 135

A Classified Salary Schedule 137

B Medical Insurance Benefit Plans 143

C Evaluation Forms:

1. Classified Probationary Evaluation 145
2. Classified Regular Evaluation Form 147
3. Classified Interim Evaluation Form 153
4. District Police 157
5. Performance Improvement Plan 161
6. Performance Improvement Plan Outcome Report 163

D PERB - Certification of a Representative 163

E 1. Winter Holiday Calendar Cycle 167

2. Winter Holiday Closure Template 168

F 1. Summer Hours Agreement 169

2. Sample of Alternative Work Schedule (Summer 2015) 170

3. Summer Schedule Memo 171

G Shift Differential Schedule 173

H Positions by Component Group 175

I Yearly Classification Schedule and Important Deadlines 177

J Side Letter – District/SEIU Joint Labor Management Committee 179

K Side Letter – Classified Open Recruitment Screening Criteria 183

L Side Letter to Article 24 District Police 185

M SRJC Classified Professional Development Request Form 187

N Classified Shared Governance Compensation Form 189

O Classified Shared Governance Compensation Program Frequently Asked Questions 191

P Memorandum of Understanding regarding Safety PERS 193

Q Side Letter to Article 14, Filling Vacant Positions (06/27/19) 195

R Side Letter to Article 14, Filling Vacant Positions (08/27/20) 197

S Side Letter to Article 14, Filling Vacant Positions (06/24/21) 201

T Side Letter Addressing Impacts of COVID-19 / Contracting Out (01/12/21) 203

U Side Letter Addressing Stipend to Offset Costs of COVID-19 (04/08/21) 205

V Side Letter Addressing Impacts of COVID-19 Article 22 (04/15/21) 207

W Memorandum of Understanding regarding Article 19 (09/07/17) 209

X Side Letter on Memorandum of Understanding regarding Article 19 (05/16/19) 211

INDEX 213

TABLE OF CONTENTS

SEIU Local 1021 & Sonoma County Junior College District

July 1, 2021 - June 30, 2024

AGREEMENT

THIS AGREEMENT, made 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".

This page intentionally left blank.

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"

This page intentionally left blank.

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 District operations; 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.

This page intentionally left blank.

Article 3 UNION SECURITY

§ 3.1 Dues/COPE/Union-Sponsored Benefit Program Deductions:

§ 3.1.1 The District shall honor an employee's membership application for dues, COPE or other Union-sponsored program(s), which are received in writing, from SEIU.

§ 3.1.2 Deductions for dues, COPE or other SEIU-sponsored programs shall start the pay period after the District receives notification of the authorization. The District shall forward such payments to SEIU within thirty (30) days after the deduction from the employee's earnings occurs.

§ 3.1.3 Requests to authorize or change union related deductions shall be directed to SEIU rather than to the District. The District shall rely on SEIU's certified list, submitted by a representative of SEIU who has authority to bind SEIU, regarding any authorizations and/or changes in deduction(s).

§ 3.1.4 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.

§ 3.2 Non –Discrimination

§ 3.2.1 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 of 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.

Sonoma County Junior College District agrees to not discriminate on the basis of political affiliation as protected in California Labor Code CA Sections 1101-1106, Chapter 5: Political Affiliation.

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

This page intentionally left blank.

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 unit member 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, 2023. 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 their 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 they agree 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 Human Resources.

§ 4.8.2 Supervisors may establish and maintain confidential working files of unit member's they supervise. No clerical or administrative support staff are authorized to access these working files. Supervisors' working files shall include only information directly related to employee work performance. Performance-related supervisor notes and correspondence not placed into a unit member's official personnel file should be destroyed within five years of their creation date.

§ 4.8.3 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 their personnel file.

§ 4.8.4 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)

§ 4.8.5 All personnel files shall be kept in confidence. Each file shall contain a log to be developed by 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 unit member.

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.

§ 4.8.6 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.

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

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

Article 5 UNION RIGHTS

§ 5.1 Definition of a Unit Member

A 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, professional expert, or a member of the management team.

§ 5.2 Dignity Clause

All employees are entitled to a workplace where, regardless of their classification, they are treated with dignity, respect and courtesy.

§ 5.3 Services Provided

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

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

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

§ 5.3.3 Permission to use projectors, computers, servers, media and teleconferencing equipment, typewriters or District facilities, when not otherwise used for instructional 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.

§ 5.4 Hire Date and Classification Roster

§ 5.4.1 The District shall provide SEIU upon request a roster of all bargaining unit members every August and January which would include unit member's name, hire date, grade and step placement, job title, departmental assignment, job site, and percent of full time equivalency.

§ 5.5 Copies of Documents

§ 5.5.1 The District shall provide SEIU with one (1) copy of the Annual Budget for SEIU to fulfill its duties and obligations as the exclusive representative of bargaining unit members covered by this Agreement.

Article 5 UNION RIGHTS (Continued)

§ 5.6 SEIU Conferences

§ 5.6.1 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.

§ 5.7 Copies of Agreement

§ 5.7.1 District shall provide a copy of this Agreement, and any amendments thereto, to all bargaining team members, CEC members, and upon request, those unit members 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.

§ 5.8 Classified Executive Council

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

§ 5.8.2 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 unit 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.

Effective, January 1 2022, SEIU proposes to reallocate existing union release time with the intention of covering up to 50% release time for the Vice President/Negotiator. This release time exists throughout the contract. Both sides agree that the release time is limited to the months when SEIU and the District are at the negotiations table. SEIU and the District agree to negotiate which release time is used prior to implementation.

§ 5.8.3 The District will provide the department of the designated unit member(s) identified in §5.8.2 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.

§ 5.8.4 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.

Article 5 UNION RIGHTS (Continued)

§ 5.9 Committee Assignments/interview Committees

§ 5.9.1 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 unit members with a reasonable opportunity to participate on District committees.

Whenever possible, participation will rotate inter- and intra-departmentally, encouraging more unit members to participate in standing, ad-hoc and interview committees, and to minimize the impact of unit members participation on any particular department.

§ 5.9.2 For Classified hiring, one classified appointment per screening and selection committee shall be made by each of the SEIU and Classified Senate Presidents, or their designee. For Management hiring, one classified appointment per screening and interviewing committee shall be made by the SEIU President, or their designee. Classified appointments to faculty hiring committees are optional and will be approved by the SEIU President, or their designee.

All other Classified committee appointments shall be made by the Classified Executive Council President, or their designee.

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 them that they have discussed the appointment with their supervisor.

§ 5.9.3 No Employee in the bargaining unit may serve on more than one (1) 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.

§ 5.10 Ratification

§ 5.10.1 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.

§ 5.10.2 The unit member 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.

§ 5.11 Negotiations

§ 5.11.1 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.

Article 5 UNION RIGHTS (Continued)

§ 5.12 Contractual Release Time

§ 5.12.1 Contractual release time is required to be documented on a Notice of Absence form (NOA) and submitted to the unit member's supervisor for approval.

§ 5.13 Monthly Bargaining Unit Report:

Santa Rosa Junior College District (the District) shall provide SEIU 1021 (the Union) with a Bargaining Unit Report in electronic malleable format (Excel) on a monthly basis of all current unit members covered by this Agreement, which shall include each unit member's:

- Full Name
- Job Classification
- Department
- Membership Status (member, non-member)
- Work Location (where the member works, not just their mailing address)
- Work phone number
- Personal phone number
- Work e-mail
- Personal e-mail
- Home address

A member may opt-out by writing or emailing the Chapter President or SEIU Field Representative if they wish not to provide the following information to SEIU:

- Home address
- Personal Phone Number
- Personal E-mail

The SEIU Field Representative will provide the District with this information on a monthly basis.

§ 5.14 New Employee Onboarding/Benefit Orientation:

§ 5.14.1 The District shall provide the SEIU President and SEIU Field Representative with timely electronic notice of ten (10) working days where possible but no less than five (5) working days of any onboarding or benefit orientation and send an electronic list of confirmed participant(s) at least forty-eight (48) hours in advance. This list may change as participants add after the confirmation list is sent.

Article 5 UNION RIGHTS (Continued)

§ 5.14 New Employee Onboarding/Benefit Orientation (Continued)

§ 5.14.2 The District agrees that each newly hired unit member shall be required to participate in an in-person new employee orientation during regular working hours, onsite and without loss in compensation conducted during any District's onboarding and benefits orientation. SEIU will be allotted time for a thirty (30) minute presentation at any onboarding and benefits orientation.

§ 5.14.3 A newly hired unit member who does not attend their in-person new employee orientation shall be required to attend the following orientation as a make-up session. All of the same terms apply to the make-up session as outlined in section 5.14.

§ 5.14.4 The District will include the SEIU Member Application and an informational welcome notice from SEIU in its onboarding forms to all new unit members during the hiring process. SEIU may produce a video and the District will make it available to new unit members.

§ 5.14.5 The District shall grant the SEIU designee(s) release time (up to one (1) hour) without loss in compensation to attend and conduct these meetings.

§ 5.14.6 If SEIU requests that District representative(s) be absent from the room during the sessions, meetings or trainings conducted by SEIU with newly hired employees, SEIU's allotted thirty (30) minute presentation will be scheduled as the final item of the District's onboarding and benefits orientations.

§ 5.15 Protecting Bargaining Unit from non-exclusive third parties.

The District shall promptly notify the Union of any third party requests for contact and/or demographic information of bargaining unit members. The District shall promptly provide the Union with a copy of the request and any materials submitted with the request.

The District shall provide the Union with at least five (5) working days to review the request prior to the employer responding to the request. The employer agrees to consider the Union's response prior to disclosing to a third party any contact and/or demographic information of the bargaining unit members.

§ 5.16 Meet and Confer

Pursuant to Government Code 3505, SEIU and the District shall meet and confer in good faith when changes in working conditions or other areas within the mandatory scope of bargaining are to occur.

This page intentionally left blank.

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 to provide direct support for the instructional program. This work year category is intended to coincide with the instructional 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 vacation 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 instructional 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.

§ 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 administrative support for curriculum, long term facility and equipment maintenance, assistance with student registration and preparation for courses.

Article 6 HOURS OF EMPLOYMENT (Continued)

§ 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.

The District and SEIU will negotiate telecommuting options for unit members. This will include consistent eligibility criteria, limits, approval process, and guidelines for terminating the arrangement. The intent is this will be in place for fall 2021.

§ 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.

Article 6 HOURS OF EMPLOYMENT (Continued)

§ 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.

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.

Article 6 HOURS OF EMPLOYMENT (Continued)

§ 6.7 Variable Scheduling (Continued)

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 overtime 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.

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, etc. that may include evening hours as part of their core hours on Monday through Thursday.

Article 6 HOURS OF EMPLOYMENT (Continued)

§ 6.8 "Summer Hours" Schedule (Continued)

§ 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.

§ 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.1), 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.

Article 6 HOURS OF EMPLOYMENT (Continued)

§ 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 their part-time assignment for a period of twenty (20) consecutive working days or more shall have their 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.

§ 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.

Article 6 HOURS OF EMPLOYMENT (Continued)

§ 6.13 Overtime (Continued)

§ 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.

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 Finance and Administrative 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.

Article 6 HOURS OF EMPLOYMENT (Continued)

§ 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.

§ 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 Finance and Administrative 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 their 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.

Article 6 HOURS OF EMPLOYMENT (Continued)

§ 6.18 Shift Differential (Continued)

§ 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 G. 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.

§ 6.18.4 A unit member who receives a shift differential premium on the basis of their 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.

Article 6 HOURS OF EMPLOYMENT (Continued)

§ 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 their 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.

§ 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, they may, without loss of pay, take off enough working time which when added to the voting time available outside of working hours will enable them 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 6.21.

§ 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.

Article 7 PAY AND ALLOWANCES

During 2021-22, SEIU and the District agree to negotiate cost-controlling measures to limit costs in 2022-23 and beyond.

§ 7.1 Rate of Pay

§ 7.1.1 The District and SEIU agree that the 2021-22 classified salary schedule will reflect a 5.33% negotiated increase from the 2020-21 salary schedule.

§ 7.1.2 Any retroactive salary increases will apply to any unit member who worked during the retroactive period including those unit members 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 unit members previously receiving market factor pay grades will be Z-rated (see Article 19.7.2 for definition).

§ 7.1.4 Unit members 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, this 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 (SCOE), which is responsible for processing the District's payroll, unit members shall be paid by the pay date established by SCOE.

§ 7.3 Payroll Errors and Lost Checks

§ 7.3.1 Any payroll error resulting in insufficient payment for a unit member shall be corrected on the next available payroll, and any paycheck which is lost after receipt or is not delivered within ten (10) business days of mailing, shall be replaced on the next available manual payroll.

Article 7 PAY AND ALLOWANCES (Continued)

§ 7.4 Placement on Salary Schedule

§ 7.4.1 New unit members in the classified service, shall normally be placed on Step 1 of the grade in which they are employed, except for those new unit members who, shall be placed at a higher step (no higher than Step 3), based on related experience beyond minimum qualifications, as determined by Human Resources. (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. Upon completion of 1040 hours, step increases shall be effective on the first day of the following month.

§ 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 or Promotion

§ 7.7.1 Any unit member in the bargaining unit receiving a reclassification or promotion under the provisions of this Agreement shall be moved to the appropriate grade and step of the new class to ensure not less than a 5% salary increase as a result of that reclassification or promotion, 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 their 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 their 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, they would be unable to return to their residence, by direct route, by 6 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 the District.

2. Additional 5% of the total of grade, step placement and longevity increase as provided in (1.) above, beginning sixteenth (16th) year with the District for a total of 10.25%.

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 the District for a total of 15.7625%.

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 the District, for a total of 21.5506%.

§ 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 their salary is adjusted upward for the entire period they are required to work out of classification and in such amounts that will reasonably reflect the duties required to be performed outside their 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 unit member'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 unit member is performing a majority of the duties of the position and has met the minimum qualifications or equivalent of the positon.

§ 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 their employment in a position, shall receive compensation as follows:

1. When the training occurs during the unit member's regularly assigned working hours, release time will be provided without any loss of compensation.

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.

This page intentionally left blank.

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 $383 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), Human Resources/Environmental Health and Safety
Automotive/Equipment Mechanic
Building Maintenance Generalist
Carpenter
Coordinator, Grounds Operations
Coordinator, Maintenance Operations
Custodial Maintenance Technician
Custodian
Electrician
Farm Assistant
Farm Equipment Operator
Groundskeeper I
Groundskeeper II
Hazardous Materials Specialist
Horticulture Technician I
Horticulture Technician II
HVAC and Controls Technician
Livestock Technician
Locksmith
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
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 Employee 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 their 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 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 their supervisor outlining the need for the exception. The supervisor shall review the request with Human Resources. 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 Facilities. 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 15th 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 Employee 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, Employee 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 their 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, subject to provider approval.

§ 9.1.2 For full-time 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, 2022. For the 2021/22 fiscal year, the District will assume the premium costs less the unit member out-of-pocket monthly premium costs, which will be equal to the difference of the annual premium cost between that plan and the premium cost of the Kaiser HMO plan by tier.

The level of coverage in effect under SISC/Blue Shield and Kaiser plans, as of October 1, 2015, shall be maintained through September 30, 2022.

§ 9.1.3 For unit members enrolled in an ABHP, for benefit year 2022, the District will make a monthly contribution of $100 (Single) or $150 (Double/Family) to the unit member'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 unit member is enrolled in an ABHP plan, the District will reimburse the unit member for 50 percent of the unit member'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).

§ 9.1.5 In the first and second benefit years in which the unit member 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 unit member's final paycheck.

§ 9.1.6 Existing Blue Shield members, as of ratification of the 2015-16 contract, who live outside the Kaiser 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.

Article 9 HEALTH AND WELFARE BENEFITS (Continued)

§ 9.1 Employee and Dependent Insurance Coverage (Continued)

§ 9.1.7 In the event that the parties agree to offer additional health insurance plan options to eligible unit members during the term of this Agreement, the District shall contribute an amount equal to the monthly premiums paid for the Kaiser HMO Health plan for the unit member's enrollment tier. 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 their paycheck.

§ 9.1.8 For full-time unit members in the bargaining unit, the District agrees to pay the full costs of dental insurance premiums through June 30, 2022. The level of coverage in effect as of October 1, 2015 shall be maintained through June 30, 2022. The dental coverage cap currently is $1,700 per plan year.

§ 9.1.9 For full-time 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, 2022. 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 September 30, 2022.

§ 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 taken a pay dock to accept an adjunct faculty assignment shall be entitled to this insurance coverage as long as the combination of the two (2) assignments qualifies them to participate in the District's benefit plans.

§ 9.1.11 Unit members eligible for District benefits with a spouse or domestic partner 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 a unit member may be enrolled in only one District-sponsored health plan.

§ 9.1.12 Effective January 1, 2008 the Medicash option is only available to grandfathered participants. No newly eligible unit members 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.

§ 9.1.13 Effective July 1, 2021, the District will give SEIU an annual credit of $90,000 for unit members who are less than a 0.90 FTE and have waived insurance coverage. SEIU and the District will negotiate how this credit will be used.

§ 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 program. All unit members who are classified as regular part-time employees will be eligible to participate in the 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.

Article 9 HEALTH AND WELFARE BENEFITS (Continued)

§ 9.2 Eligibility (Continued)

§ 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 who works at least twenty (20) hours per week but less than thirty-six (36) hours per week and are classified as regular part-time employees 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. All unit members who work at least thirty-six (36) hours per week must enroll in a health plan.

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

§ 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.

§ 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.

Article 9 HEALTH AND WELFARE BENEFITS (Continued)

§ 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 Human Resources.

§ 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 Human Resources.

§ 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 Human Resources.

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

§ 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. Plan information is available from Payroll.

§ 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, life and vision coverage for eligible unit members on an accepted Long Term Disability (LTD) claim for up to one (1) year.

§ 9.6 CalPERS (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; or
5. Upon completion of one thousand (1,000) hours per fiscal year.

Article 9 HEALTH AND WELFARE BENEFITS (Continued)

§ 9.6 CalPERS (Informational Item Only) (Continued)

§ 9.6.2 The District has implemented Section 414(h)(2) of the Internal Revenue Code concerning the tax treatment of unit member's retirement contributions, 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 will continue to offer this plan to grandfathered instructional assistants.

§ 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 (optional), and management representation.

§ 9.9.2 This Committee shall meet periodically to research and review proposed and existing programs to ensure that quality and cost effectiveness criteria are maintained. The Committee shall meet periodically to review the various benefit programs that are offered by the District.

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

This page intentionally left blank.

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 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.

SEIU and the District agree to negotiate at least one additional holiday during 2022-2023 contract negotiations, to become effective July 1, 2022.

§ 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 in the month that the holiday falls to be paid for the holiday.

§ 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.

§ 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.

Article 10 HOLIDAYS (Continued)

§ 10.6 Winter Holiday Closure (Continued)

§ 10.6.3 The Winter Holiday Closure will be structured to maximize the continuous closure period providing a break from ten to twelve days (including weekends). To accomplish this, the unit member's floating holiday, and an additional District provided local holiday will be designated during this period. If a unit member has already used the floating holiday, this time will be charged to vacation, compensatory time, paid time off, or unpaid leave. To further maximize the continuous closure period, one or two 50/50 Employee-District split days may also be designated. On a 50/50 split day, the Employee provides one-half day via vacation, compensatory time, paid time off, or unpaid leave and the District provides the other one-half day as additional holiday time off. A template for all future winter break calendars has been provided in Appendix E.2, Winter Holiday Closure Template.

§ 10.6.4 Based on the provisions of Section 10.7.3 a schedule of holidays through the fiscal year 2022/2023 is reflected in Appendix E.1, 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, Student Government Assembly, 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.

This page intentionally left blank.

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. Unit members are entitled to vacation, based on their 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 One (1) Years	12	24	8.00
Two (2) Years	13	26	8.67
Three (3) Years	14	28	9.33
Four (4) Years	15	30	10.00
Five (5) Years	16	32	10.67
Six (6) Years	17	34	11.33
Seven (7) Years	18	36	12.00
Eight (8) Years	19	38	12.67
Nine (9) Years	20	40	13.34
Ten (10) Years and Thereafter	22	44	14.67

§ 11.1.2 A part-time unit member is entitled to the prorated number of days of vacation based on their FTE.

§ 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.

§ 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 unit members 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.

The unit member may utilize accrued vacation and/or CTO for any type of absence. If the unit member wishes to charge absences to vacation and/or CTO that would otherwise be eligible for Sick Leave usage, this can be accomplished by checking the appropriate box on the Notice of Absence Form (i.e. Vacation as Sick Leave Usage or Compensatory Time (CTO) as Sick Leave Usage.)

Article 11 VACATION (Continued)

§ 11.2 Accumulation (Continued)

§ 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 their 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.

Effective July 1, 2020 through December 31, 2021, all unit members who exceed their maximum vacation accruals will have any overages credited as PTO, rather than being placed in the Catastrophic Leave Bank. Effective January 1, 2022, the previous practice of vacation overages being credited to the Catastrophic Leave Bank will resume.

Vacation accrual overages credited as PTO during this period must be used prior to separation from the District, or by June 30, 2026; otherwise, this time will expire without remuneration.

§ 11.2.3 If a unit member is not permitted by the District to take any part of their 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. The District will notify (by email or other electronic means) unit members who are within six and three months of reaching their maximum accumulation of vacation.

§ 11.2.6 Upon returning from any vacation, the unit member will complete and submit a Notice of Absence (NOA) to their Supervisor within ten working days for confirmation of actual vacation time taken. The Supervisor will approve the NOA within ten working days. Revisions to NOAs for vacation shall follow guidelines in section 12.17.1: Monitoring Absences.

§ 11.3 Holidays During Vacation

§ 11.3.1 When a holiday falls during the scheduled vacation of any bargaining unit member, the holiday reduces the amount of vacation time which is needed to be claimed within that period.

Article 11 VACATION (Continued)

§ 11.4 Scheduling of Vacation

§ 11.4.1 Vacation requests of five (5) working days or greater in duration shall be submitted in writing to a unit member's immediate supervisor at least ten (10) working days in advance of the date for which the vacation time is requested, except as otherwise approved by the supervisor. The supervisor will respond in writing to approve or deny vacation requests within four (4) working days.

Vacation requests of fewer than five (5) days in duration shall be submitted in writing to a unit member's immediate supervisor at least five (5) working days in advance of the date for which the vacation time is requested, except as otherwise approved by the supervisor. The supervisor will respond in writing to approve or deny vacation requests within two (2) working days.

If a supervisor denies a vacation request, the unit member may appeal the decision in writing within (2) working days to the next level supervisor, with the final appeal being made to the Component Administrator of the area.

Vacation Duration *(Total length of requested time off)*	**Minimum Notice** *(Unit Member's advance written request to supervisor)*	**Approvals Given** *(Supervisor's written response to Unit Member)*	**Appeal, if denied** *(Unit Member's written appeal to next level supervisor)*
fewer than 5 days (standard)	5 working days	2 working days	2 working days
5 days or greater (extended)	10 working days	4 working days	2 working days

§ 11.4.2 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) month unit members shall take their vacation during their scheduled work year. Unit members scheduled to work on school days shall be allowed to use accrued vacation in lieu of sick leave or personal necessity during scheduled work days and shall be paid off for accumulated vacation once a year.

§ 11.4.3 Notwithstanding the notice provisions of Section 11.4.2, Scheduling of Vacation, with the approval of their Supervisor, a unit member may use a portion of their vacation time for personal business.

Article 11 VACATION (Continued)

§ 11.5 Vacation Postponement

§ 11.5.1 If a unit member's vacation becomes due during a period when they are on leave due to illness or injury, they may request that their 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 unforeseeable emergencies. In the event of revocation, the District shall reimburse the unit member for non-refundable verifiable 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 they been in a working status.

§ 11.8 Vacation Pay Upon Termination

§ 11.8.1 When a unit member is terminated for any reason, they 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 their 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 a Notice of Absence form 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 any compensation for jury duty is turned in to Accounting. That portion of the jury duty fees representing reimbursement for mileage will be refunded by Accounting.

§ 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.

Article 12 LEAVES OF ABSENCE (Continued)

§ 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, themselves or members of their 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.

§ 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 their 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 their 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.)

Article 12 LEAVES OF ABSENCE (Continued)

§ 12.5 Sick Leave (Continued)

§ 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 their 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 after an absence of 10 days or more and prior to the unit member's return to service.

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

§ 12.5.12 Upon good cause, when requested by the Superintendent/President or their 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 their employment with the District after having used more sick leave days than the number which they have earned, the unearned portion will be deducted from their final warrant. If no salary is due the unit member who has used more sick leave days than the number they have earned, they will be billed by the District for the amount which the District has overpaid them.

Article 12 LEAVES OF ABSENCE (Continued)

§ 12.5 Sick Leave (Continued)

§ 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.

§ 12.5.16 Sick leave accrued by part time unit members who are not members of CalPERS/STRS will be immediately converted to be used as PTO time by the unit member. If the unit member were to become a CalPERS/STRS member, the unused PTO time would convert back to sick leave.

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

§ 12.6.1 A maximum of thirteen (13) days per fiscal year of absence from the unit member's sick leave account may be used by the unit member, at their 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.
5. Such other reasons approved by the Superintendent/President or designee.

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 12.6. The Superintendent/President has discretion to require proof of all Personal Necessity Leave requests.

§ 12.7 Supplemental Personal Necessity Leave

12.7.1 In addition to the personal necessity leave referenced in section 12.6, a unit member may request a maximum of thirteen (13) supplemental days per fiscal year to be covered by the Catastrophic Leave bank for cases where the unit member or an immediate family member is ill or injured. Minimum years in paid status and exhaustion of all accrued paid leave time per sections 12.8.3 and 12.8.4 apply to requests for supplemental personal necessity leave.

Article 12 LEAVES OF ABSENCE (Continued)

§ 12.8 Catastrophic Leave

§ 12.8.1 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.

§ 12.8.2 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.

§ 12.8.3 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.

§ 12.8.4 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.

§ 12.8.5 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.

§ 12.8.6 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).

§ 12.8.7 A unit member requesting catastrophic leave must receive the approval of the Vice President of Human Resources or designee. Upon the approval of the catastrophic leave, Human Resources will notify the employee's immediate supervisor of the unit member's leave status.

§ 12.8.8 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 the 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)

§ 12.8 Catastrophic Leave (Continued)

§ 12.8.9 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 District-wide, internal publication through Public Relations, or by special notice distributed by Human Resources.

§ 12.8.10 Human Resources 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.

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

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

§ 12.8.13 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.

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

§ 12.9 Maternity

§ 12.9.1 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)

§ 12.10 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.

FMLA definitions shall be used to define and to interpret the following terms used in Article 12.10:

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 they were 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.

§ 12.10.1 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.

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

Article 12 LEAVES OF ABSENCE (Continued)

§ 12.10 Family Care & Medical Leave (Continued)

§ 12.10.3 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 12.10.2.
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.

§ 12.10.4 Time for Commencement of Leave

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.

Pregnancy disability leave is treated separately under CFRA (See Government Code Section 12945(b)(2)].

§ 12.10.5 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.

§ 12.10.6 Continuation of Health & Welfare Benefits

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.

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.

Article 12 LEAVES OF ABSENCE (Continued)

§ 12.10 Family Care & Medical Leave (Continued)

§ 12.10.7 Status While on Leave

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

§ 12.10.8 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.

§ 12.10.9 Verification

The unit member shall provide acceptable written verification to Human Resources of the need for leave to care for a spouse, parent or child or for the unit member's own serious health condition.

Verification may be provided by a physician, osteopath or other health care provider designated by the U.S. Secretary of Labor.

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.

§ 12.10.10 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.

§ 12.11 Parental Leave

A unit member may request Parental Leave for up to twelve (12) work weeks during the year immediately following:

a. Birth of the unit member’s child;
b. Placement of a child with the unit member for adoption or foster care;

Parental Leave under this paragraph runs concurrently with parental leave pursuant to the California Family Rights Act.

Article 12 LEAVES OF ABSENCE (Continued)

§ 12.11 Parental Leave (Continued)

Parental Leave under this paragraph runs concurrently with the unit member's current and accumulated sick leave.

a. Upon exhaustion of current and accumulated sick leave, a unit member is entitled to receive Difference Pay, but only if the employee is eligible for and continues to be absent from duty pursuant to the California Family Rights Act.

b. Difference Pay means the difference between the unit member's salary and the amount paid to a substitute who fills their position. However, a unit member utilizing Difference Pay for the purpose of Parental Leave, must be paid at a rate not less than 50% of their regular salary.

§ 12.12 Parental Leave (Using Personal Necessity Leave)

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 their infant's birth.

b) A non-biological parent may use leave pursuant to the section within the first year of legally adopting a child.

§ 12.13 Child Rearing Leave

§ 12.13.1 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 their child.

§ 12.14 General Leaves

§ 12.14.1 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 Board of Trustees and the unit member.

§ 12.14.2 Unit members may apply to the Board of Trustees 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.

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

Article 12 LEAVES OF ABSENCE (Continued)

§ 12.15 Industrial Accident and Illness Leave

§ 12.15.1 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.

§ 12.15.2 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.

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

§ 12.15.4 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.

§ 12.15.5 While receiving workers' compensation, the unit member shall utilize the allowable 60 days of Industrial Accident Leave. The District will be reimbursed for temporary disability payments on behalf of the injured unit member directly from the workers' compensation administrator. Temporary disability payments are non-taxable. Upon receipt of this reimbursement, the unit member's taxable wages will be adjusted accordingly.

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

§ 12.15.7 While a workers' compensation claim is pending or under dispute, the unit member's absence should be treated as use of sick leave. If the workers' compensation claim is later upheld, the District will credit back the sick leave up to 60 days.

§ 12.15.8 During any paid industrial accident and illness absence, the qualified unit member will receive their full salary with normal retirement and other authorized contributions deducted.

§ 12.15.9 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 their 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 their supervisor must understand the nature of the restrictions placed upon the unit member.

Article 12 LEAVES OF ABSENCE (Continued)

§ 12.15 Industrial Accident and Illness Leave (Continued)

§ 12.15.9 (Continued)

If the release has medical restrictions, the unit member must meet with Human Resources and their 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 their 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.

§ 12.15.10 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.

§ 12.15.11 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)

§ 12.15 Industrial Accident and Illness Leave (Continued)

§ 12.15.12 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.

§ 12.16 Custodial Substitute Utilization

§ 12.16.1 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.

§ 12.17 Terms For Leaves of Absence

§ 12.17.1 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.

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

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

§ 12.18 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.

Article 12 LEAVES OF ABSENCE (Continued)

§ 12.19 Family School Partnership Act

§ 12.19.1 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.

§ 12.20 Monitoring Absences

§ 12.20.1 Upon returning from any absence (vacation, sick leave, medical appt., etc.) the unit member will complete and submit a Notice of Absence (NOA) to their supervisor within 10 working days, who will approve or decline to approve it within 10 working days. The unit member may utilize accrued vacation and/or CTO for any type of absence. If the unit member wishes to charge absences to vacation and/or CTO that would otherwise be eligible for Sick Leave usage, this can be accomplished by checking the appropriate box on the Notice of Absence Form (i.e. Vacation as Sick Leave Usage or Compensatory Time (CTO) as Sick Leave Usage.) If the unit member fails to submit an NOA within 10 working days, the supervisor will complete an NOA within 10 working days, 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.

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.

§ 12.20.2 As identified in Article 5.10.1, contractual release time requires the unit member to complete and submit an NOA. The NOA for this release time will be submitted monthly. Contractual release time to be reported is identified in the following Articles:

- 5.6.1 (SEIU Conferences)
- 5.8.4 (Classified Executive Council)
- 5.11.1 (Negotiations) only with respect to SEIU negotiation prep time,
- 13.3.7 (Job Steward)
- 22.1 (Educational Release Time Program)
- 22.2 (In-Service Training)
- 22.4 (Classified Shared Governance Program)

Release time for SEIU negotiators to attend bargaining sessions with the District; and for unit member's participation on District standing, ad-hoc, and interview committees as identified in Article 5.9 (Committee Assignments/Interview Committees), and 15.1 (Safety Committee) does not need to be reported.

Article 13 GRIEVANCES

§ 13.1 Definitions

§ 13.1.1 A "grievance" is an allegation by a grievant that they have been directly or adversely affected by a misapplication, a misinterpretation, or a violation of an applicable law or specific provision of this Collective Bargaining 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 General Information

§ 13.2.1 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.

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

§ 13.2.3 The parties may mutually agree to alternative methods of resolving grievances, including but not limited to mediation and informal hearings at any time during the grievance process.

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

§ 13.2.5 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.

§ 13.2.6 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.

Article 13 GRIEVANCES (Continued)

§ 13.3 Job Steward

§ 13.3.1 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.

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

§ 13.3.3 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.

§ 13.3.4 Upon entering another work location, the Job Steward shall identify themselves, if possible, to the supervisor in charge of that location and state the purpose and expected duration of the visit.

§ 13.3.5 The Job Steward may be denied permission by the District's representative to talk to the unit member on their 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 Human Resources, or designee, for determination. Provision of this remedy shall not bar use of the Grievance Procedure.

§ 13.3.6 The Job Steward shall use their 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.

§ 13.3.7 Stewards shall report use of release time with the online Notice of Absence (NOA) form. The NOA for this release time will be submitted monthly.

§ 13.4 Grievance Procedure

§ 13.4.1 Informal Resolution

§ 13.4.1.1 Before filing a formal grievance (Level 1), the unit member, supervisor, SEIU representative or job steward, Human Resources representative, and any other party that is agreed upon (i.e., expert or workplace witness), will meet and make a sincere attempt to resolve the issue.

Article 13 GRIEVANCES (Continued)

§ 13.4 Grievance Procedure (Continued)

§ 13.4.2 Level I - Formal Level

§ 13.4.2.1 Within ten (10) working days after an attempt to informally resolve the issue with their immediate supervisor, the grievant must present the grievance in writing to the Vice President of Human Resources, with copies being provided to the grievant's immediate supervisor and to SEIU. The District shall provide a Grievance Form for grievant's use.

§ 13.4.2.2 The written grievance shall include the name of the grievant, a clear, concise statement of the grievance, the applicable law or specific section of this Collective Bargaining Agreement allegedly misinterpreted, misapplied, or violated, the circumstances involved, the decision rendered at the informal conference, and the remedy sought.

§ 13.4.2.3 The Vice President of Human Resources shall, within five (5) working 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) working days following the grievance meeting.

§ 13.4.3 Level II - Mediation

In the event that the grievant is not satisfied with the decision at Level I, the grievant may, within ten (10) working days of receiving the Level I decision, 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.

§ 13.4.4 Level III – Administrative Review

In the event that the grievance is not resolved at Level II, the grievant may appeal the grievance to the Superintendent/President, within ten (10) working days after not reaching agreement at Level II.

The appeal shall include a copy of the original grievance, the Level I and Level II decision, and a clear, concise statement of the reason(s) for the appeal.

The Superintendent/President, shall, within ten (10) working 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) working days following the grievance meeting.

Article 13 GRIEVANCES (Continued)

§ 13.4 Grievance Procedure (Continued)

§ 13.4.5 Level IV – Arbitration

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) working days of receipt of the decision of Level III.

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.

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement.

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.

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) working 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.

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 be compensated whether or not said testimony coincides with the unit member's regular work schedule.

Article 14 FILLING VACANT POSITIONS

The District and SEIU agree to apply the Side Letters to Article 14, whenever possible, in filling vacant positions, and in temporarily reassigning unit members to address workload issues during the remote work environment. See separate side letters (Appendix Q, R and S).

§ 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 reclassification/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 and/or hours per week) through transfer.

§ 14.2 Transfer Eligibility

§ 14.2.1 Any permanent regular classified unit member 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. Vacant positions will be listed on the 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 unit members to apply online. Human Resources staff will also notify District employees when internal positions are available for all regular unit members 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 the deadline noted in the job posting.

Unit members 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 deadline for the job posting.

Article 14 FILLING VACANT POSITIONS (Continued)

§ 14.3 Applying for Transfer (Continued)

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

§ 14.3.5 Requests for Transfer shall not be accepted once the external recruitment has begun.

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

§ 14.3.6 Unit members who are offered the position, will advise their supervisor of their 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, abilities, knowledge, experience, 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 policies and procedures and practices.

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

§ 14.5.1 Unit members who assume any new permanent assignment, for a job classification in which they have not previously served, will be subject to a regular, 6-month probationary period regardless of whether or not this new assignment is considered a promotion or demotion unless their position is reclassified by the Classification Review Committee or a negotiated Classification Study. If a unit member fails probation and if their previous position is currently filled, a comparable job in their previous classification (and former salary, FTE, and work year) will be identified. 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 they meet minimum qualifications or the equivalent until a suitable vacancy in the original classification is identified.

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 When multiple unit members hold the same classification in the same department and a District-initiated transfer occurs, it will occur in order of seniority with the transfer opportunity first right of refusal starting with the unit member with the highest seniority.

§ 14.6.3 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.

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

§ 14.6.5 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.

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

§ 14.6.7 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 their current salary is at least equivalent to that of the position to which they have been involuntarily transferred.

§ 14.6.8 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 utilizing the District's employment application submission process 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 Human Resources in identifying District-related occupational opportunities.

§ 14.11 Reinstatement after Resignation

§ 14.11.1 A unit member who voluntarily resigns from their regular position and who is in good standing prior to resigning, and is subsequently reemployed by the District, shall have their former rate of vacation accrual reinstated provided they meet the following criteria:

1. The reemployment is within 18 months after the unit member's last day of paid service.
2. The new position is in their former classification, or in a related lower class, or a lower class in which the unit member formerly had regular status.
3. "Good Standing" means that the unit member 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 unit member meets the criteria in 14.11.1, the District shall disregard (i.e. not include) the break in service and reinstate the unit member'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 unit members 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 for returning unit members is 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 screening and interviewing committee will be formed for all District-wide internal and external recruitments.

§ 14.13.2 The same committee that is formed for an internal recruitment may be used for the external recruitment if the position is not filled internally.

§ 14.13.3 A classified screening and interviewing 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) unit members, 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 screening and interviewing committee members will be voting members.

This page intentionally left blank.

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.

This page intentionally left blank.

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, 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 a stipend of $84.00 per month retiree only, or $136.50 per month for retiree and spouse/domestic partner. 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 service; 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.

Increases to the stipend will be phased in as follows:

1. In 2020-2021, the stipend will be increased to $100 for a retiree without dependents and $176 for a retiree with dependents.
2. In 2021-2022, the stipend will be increased to $116 for a retiree without dependents and $216 for a retiree with dependents.
3. In 2022-2023, the stipend will be increased to $132 for a retiree without dependents and $256 for a retiree with dependents.
4. In 2023-2024, the stipend will be increased to the 2023 cost of the lowest Medicare Part B premium for a single for a retiree without dependents and a double for a retiree with dependents.
5. Beginning in 2024-25, each fiscal year, the stipend will be adjusted by the lower of the change in the CPI for that year or the change in the Medicare Part B premium for single and double as of July 1 of that year. In the event of a negative change, the stipend would remain the same.

Article 16 FRINGE BENEFITS FOR RETIREES (Continued)

§ 16.3 Spouse/Domestic Partner Eligibility

If a regular retiree's death precedes their spouse or domestic partner, the spouse/domestic partner 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.

§ 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 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 serve 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 unit 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 unit members 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.

Article 16 FRINGE BENEFITS FOR RETIREES (Continued)

§ 16.7 Early Retirement Option (Continued)

2. Alternate early retirement provisions for medical 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 benefits elsewhere.

   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 becomes eligible for Medicare, the incentive benefits will be converted to the medical/dental stipend then being received by regular retirees of equal or greater age with no other eligibility criteria applied.

4. It is the responsibility of each potential early retiree to carefully evaluate their 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 with their appropriate retirement system 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 unit members hired prior to 10/1/2013

1. Unit members must have completed a minimum of fifteen years of full-time employment with the District, five of which must have been as a regular unit member. Calculation of years of unit member 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 unit member 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.
3. The unit member 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.

Article 16 FRINGE BENEFITS FOR RETIREES (Continued)

§ 16.7 Early Retirement Option (Continued)

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 their 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 unit members. However, if the early retiree maintains the SRJC medical/dental benefits throughout their early retirement status, then on the first day of the month in which the retiree reaches age sixty-five, they will automatically be eligible to enroll in and purchase any existing SRJC retiree group medical/dental options, subject to provider approval.

C. Eligibility for unit members hired on or after 10/1/2013

1. The unit 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 unit 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 unit members, will be computed and accumulated on a pro rata basis.
2. The unit member 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 unit member 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 their 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 unit members. However, if the early retiree maintains the SRJC medical/dental benefits throughout their early retirement status, then on the first day of the month in which the retiree reaches age sixty-five, they will automatically be eligible to enroll in and purchase any existing SRJC retiree group medical/dental options, subject to provider approval.

Article 16 FRINGE BENEFITS FOR RETIREES (Continued)

§ 16.7 Early Retirement Option (Continued)

D. Procedures

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

This page intentionally left blank.

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.

This page intentionally left blank.

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.

This page intentionally left blank.

Article 19 CLASSIFICATION/RECLASSIFICATION

The District and SEIU agree to a Full Classification Review / Salary Study of the Classified Unit. See separate MOU (Appendix W) and Side Letter to MOU (Appendix X).

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 Classification Review Committee (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 H 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 1st – Unit members 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. Unit members 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 unit member waives their right to submit a PDQ, they must sign the waiver and return it to Human Resources. In signing this waiver, the unit member 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 unit member. 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 15th, the committee will return to each unit member their proposed position title and position description. Unit members and their supervisors will have two weeks to respond to the committee's proposal. Each unit member must return the Employee Response Form. At this time, if the unit member 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 unit member's work area and seek clarification both from the unit member 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 unit member, 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 unit members meet the minimum qualifications for the classification they have been recommended to hold. It will be a unit member's responsibility to prove their qualifications for any position they may apply for through the Transfer process (refer to Article 14).

STEP 4: By March 15th, 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 I.

§ 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 Director or 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 classification 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. Supervisor of the new position drafts a job description.
2. Human Resources reviews the job description and confirms with SEIU that CRC should proceed with the review.
3. SEIU reviews the job description and confirms with Human Resources that CRC should proceed with the review.
4. The CRC measures and assigns a classification to the new position.
5. The Supervisor and Component Administrator review the job description.
6. 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 provide the proposed classification and job description to the incumbent, the supervisor and the component administrator for approval. If the position is vacant, the CRC will provide 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 or on the Human Resources website.

Article 20 LAYOFF PROCEDURES

§ 20.1 Definitions

§ 20.1.1 A "unit member" for the purposes of this Article is a probationary or permanent classified unit member 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 unit member consent to a reduction of months or hours or assignment to lower classification in lieu of layoff.

§ 20.2 Seniority Procedures

§ 20.2.1 Unit members 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 Unit members 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. Unit Member Transfers or Promotes.

A unit member who transfers from one class to another, or who is promoted to a higher class shall retain their 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, Unit Member Reclassified.

A unit member 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 unit members 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 unit members 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 30th of that year.

§ 20.5.2 When a seniority list is initially established or updated, the list shall be made available to the unit members 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 their seniority computation shall notify the Vice President of Human Resources, who shall review the computations along with any additional information provided by the unit member. The Vice President of Human Resources will provide the results of the review to the unit member 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 Human Resources. 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 unit member 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 unit member 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 unit member has permanence in order to avoid interruptions of employment is a voluntary layoff.

§ 20.7 Displacement Rights

§ 20.7.1 Permanent classified unit members, 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 unit member 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".

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

3. Unit members 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. A unit member 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 they would have earned in the former classification:

    a. In any case, the unit member salary placement shall not exceed the salary they 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 unit member will retain their anniversary date for subsequent salary advancement.

    d. Salary increments based upon longevity shall continue to be paid in the new classification.

§ 20.7.2 A unit member displaced from their classification as a result of being bumped shall have the same bumping rights as set forth in Section 20.4.1.

§ 20.7.3 Unit Members 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 unit members no later than sixty (60) days prior to the effective date of the layoff.

§ 20.8.2 Unit Members 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. Unit Members 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 unit members.

Article 20 LAYOFF PROCEDURES (Continued)

§ 20.8 Notice (Continued)

§ 20.8.4 The notice shall contain:

1. The unit member's displacement rights, if any;

2. The unit member's reemployment rights; and

3. The unit member's right to discuss the layoff with the Vice President of Human Resources.

§ 20.9 Reemployment Rights

§ 20.9.1 The names of unit members laid off shall be placed on reemployment lists in the reverse order of layoff. Unit members 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 unit members 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 their 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 their desire to be reactivated on the reemployment list.

§ 20.10 Retirement in Lieu of Layoff

§ 20.10.1 Any unit member may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such unit member 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 A unit member who elects Retirement in Lieu of Layoff shall be placed on an appropriate reemployment list. If the unit member declines an offer of reemployment in their former classification, they 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 unit member 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 unit members shall not be subject to grievance.

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

This page intentionally left blank.

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 signature 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.

§ 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.

Article 21 DISCIPLINARY ACTION (Continued)

§ 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.

§ 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.

Article 21 DISCIPLINARY ACTION (Continued)

§ 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 them, 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.

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.

Article 21 DISCIPLINARY ACTION (Continued)

§ 21.6 Procedures for Discipline (Continued)

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.

This page intentionally left blank.

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 unit members. The Educational Release Time Program enables unit members to attend classes and District-sponsored activities, with appropriate approval, during their regularly scheduled work day. This program provides unit members 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 unit members 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. Instructional Classes - Unit members who are registered as students 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. District-Sponsored Activities - Unit members are eligible for up to two (2) hours/week paid release time for District-sponsored activities. Total paid release time per semester shall not exceed fifty-two and one-half (52-1/2) hours/semester for instruction and District-sponsored activities approved pursuant to this Article.

3. The District and SEIU shall mutually agree upon a form. This form, SRJC Classified Professional Development Form, is available on the Human Resources webpage (see Appendix M). 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.

4. The unit member’s supervisor shall review the unit member’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.

5. This Educational Release time is available to unit members 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 and District-sponsored activities that promote health and wellness shall be deemed appropriate.

6. 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 12.14.

Article 22 EMPLOYEE EDUCATION AND TRAINING (Continued)

§ 22.1 Educational Release Time Program (Continued)

Educational Reimbursement Programs:

1. Classified Unit members 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 unit member 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 unit members 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 unit members may attend PDA Day activities. For the unit members who are operationally unable to attend PDA Days, the unit member can complete up to eight (8) hours of approved flex activity from July 1- June 30th. Upon request of a unit member, and with prior approval of the supervisor, a unit member shall be allowed to flex their schedule to participate in Professional Development Activities Days.

§ 22.4 Classified Shared Governance Program

§ 22.4.1 Eligibility for Compensation

1. Effective July 1, 2017, unit members are eligible for compensation for hours served on committees. Unit members may opt for $15 per hour served (in addition to regular salary, subject to SEIU Fund availability) or one hour of flex time for each hour served.

Article 22 EMPLOYEE EDUCATION AND TRAINING (Continued)

§ 22.4 Classified Shared Governance Program (Continued)

§ 22.4.1 Eligibility for Compensation (Continued)

2. Compensation is limited to regularly scheduled committee meetings. Sub-committees, activities, planning/agenda building meetings, and retreats are not eligible for compensation. Union related councils/committees (CEC, CRC, FBC, JLMC) or committee seats by position are not eligible for compensation. All other shared governance committees listed on District committee website are eligible.
3. Hiring committee service as either a committee member or monitor is eligible for compensation, up to a maximum of ten (10) hours per committee assignment.

§ 22.4.2 Compensation Form / Tracking and Processing

1. Unit members shall utilize the Classified Shared Governance Compensation Form located on the Human Resources website. (See Appendix N)
2. The form shall be completed and submitted via hardcopy to the SEIU mailbox through inter-department envelope. Unit members will certify that their participation is true and accurate by signing and dating the form. No other attendance verification will be required.
3. SEIU will validate service eligibility, consolidate all requests, and route to Human Resources for Flex time accrual or Payroll for payment.

§ 22.4.3 Flex Time Usage

1. All flex bank utilization is subject to supervisor approval.
2. Flex bank hours may be utilized for any approved flex activity, additional professional development release time, and/or additional educational leave.
3. Up to twenty (20) hours may be utilized from the flex bank per fiscal year. Unused flex bank hours will expire upon separation from the District with no remuneration.

§ 22.4.4 Dispute resolution

1. Any dispute regarding this program will be resolved by the Joint Labor Management Committee (JLMC). The decision of the JLMC will be final, and not subject to grievance.

See Appendix O for the Classified Shared Governance Compensation Program Frequently Asked Questions (FAQ's)

This page intentionally left blank.

Article 23 CONTRACTING BARGAINING UNIT WORK

§ 23.1 Contracting Bargaining Unit Work

§ 23.1.1 The District shall not contract out, or hire student employees, 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 their designee, in the distribution of the list(s) tracking STNC days.

Add SEIU to the reporting path of all STNC PAFs.

§ 23.3 Continued Employment Rights for Employees Affected by Contracting Out

Education Code section 88501 protects regular employees to ensure that they will have continued employment with the District, or with the other entity that assumes the department being contracted out. The purpose of this is to describe the process by which affected regular classified unit members who prefer to maintain employment with the District will be considered for other regular classified positions in the District, once they are released from the department.

1) A listing (Unit List) of all affected employees shall be generated and ranked by the number of total hours in paid status with the District.

2) Human Resources shall provide a list of current vacant classified positions that are approved for recruitment to each of the affected employees, with a request that each employee state a ranked preference for up to three (3) jobs that they are interested in being reassigned into once released from the department being contracted out.

3) Employees will have their preferences granted, to the extent possible, based solely on seniority (i.e., total number of hours in paid service). Each unit member on the Unit List may select from any classified vacancy which is equal to or greater than their existing Classification grade. Unit members selecting a lower grade position than their current grade will be Z-rated. It is also assumed and expected that the unit member meets the minimum qualifications for their preferred position(s), or has met those minimum qualifications through equivalency.

Article 23 CONTRACTING BARGAINING UNIT WORK (Continued)

§ 23.3 Continued Employment Rights for Employees Affected by Contracting Out (Continued)

4) If more than one unit member is interested in the same position, the unit member with the highest seniority on the Unit List will be given the job. In the event of multiple unit members having the same number of paid hours with the District, the District shall meet and confer with SEIU to determine how to break the "tie" if this should occur.

5) Once a unit member has identified their first preference for reassignment, the unit member will be granted an "informational interview" with the manager who will be assuming the unit member. At the end of the interview, the unit member will be asked whether or not they want to pursue being transferred into the vacant position. Once the unit member has confirmed their interest, their selection will be "reserved" for their placement into the position at a to-be-determined start date.

6) Up until 90 days prior to the unit member's start date in their new position, all positions not previously presented to those unit members on the Unit List, will first be offered to those on the Unit List with a reasonable opportunity to respond before being advertised to anyone else. Provisions in section 2 shall apply to these additional offerings. In the event a unit member becomes slotted into one of these newly offered positions, their previous choice shall be offered again to the other unit members on the Unit List and provisions in section 2 shall apply.

7) If a unit member chooses not to select a position from any available positions, the District shall place the unit member in a position at the discretion of the District, so long as the unit member meets minimum qualifications for the position, or the equivalent.

8) The District agrees to reassign any affected unit member by using the provisions of Article 14.6, District-initiated Transfer, referred to in the collective bargaining agreement between SEIU and the District.

Article 24 DISTRICT POLICE

The District recognizes that District Police is a public safety organization and, as such, is required to be continuously staffed; 24 hours a day, 7 days a week, 365 days a year. Any reference to a "work day" in this article includes all seven (7) days of the week. The Department is a California Peace Officer Standards and Training (POST) certified agency that complies with all state standards for recruitment and training. (District Police Department unit members include Police Officers, Police Officer Trainees, Community Service Officers (CSO's), Community Service Officer Trainees, Police Dispatcher/Records Technicians, Police Dispatcher/Records Technician Trainees, the Police Systems Administrator and the Administrative Assistant III.)

§ 24.1 Probationary Period

§ 24.1.1 New Police Officers, and Police Dispatcher/Records Technicians and promoted Police Officers and Police Dispatcher/Records Technicians shall serve a one (1) year probationary period. The probationary period will begin on the first day of paid service as a Police Officer trainee in Peace Officers Standards and Training (P.O.S.T.) or in a non-training role. New Community Service Officers shall serve a probationary period of six (6) months.

§ 24.1.2 Probationary unit members are exempt from the assignment rotation schedule for at least six (6) months after completing Field Training Officer (FTO) or Communications Training Officer (CTO) assignment, up to the one (1) year probationary period.

§ 24.2 Evaluations

§ 24.2.1 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.

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

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

§ 24.2.4 At the request of a permanent unit member in District Police, the unit member may receive an annual employee performance evaluation. Otherwise the District will follow the evaluation timing in Article 4.

§ 24.2.5 The appeal process shall be the same as detailed in Article 4.7, Appeal, Section 4.7.1.

Article 24 DISTRICT POLICE (Continued)

§ 24.3 P.O.S.T. Training

§ 24.3.1 The District will pay the cost of a P.O.S.T. police academy, all required uniforms/equipment, and a monthly training salary while a unit member is attending a P.O.S.T. police academy. Any Police Officer the District hires who is not P.O.S.T. certified and attends a P.O.S.T. police academy while a unit member of the District will receive Step 1 (one) on the Classified Salary Schedule of the grade for a Police Officer.

§ 24.3.2 Advancement to Step 2, July 1, will only take place if the officer has completed a P.O.S.T. police academy on or before April 1, of that year.

§ 24.4 Shift Assignments

The District Police Department is a 24/7 operation which requires shifts for Police Officers and Police Dispatch/Records Technicians to include evenings, graveyards, weekends, and periods where the District is closed such as legal holidays. For Police Officers and Police Dispatcher/Records Technicians, any shifts that include a weekend day will be a part of a compressed schedule (i.e. a 4/10 or 3/12 schedule). For Community Service Officers, any shifts that include a weekend day will require that they be assigned to a 4/10 work schedule.

Each unit member shall be assigned a fixed, regular, and ascertainable minimum number of hours with consecutive workdays and consecutive rest days.

The reporting location to which each Police Officer, Community Service Officer, Police Dispatcher/Records Technician is assigned is based on the shift sign up.

§ 24.4.1 Police Officers, Community Service Officers, Police Dispatcher/Records Technicians shall rotate shifts every six (6) months. Available shifts, including reporting locations for CSOs, 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 their supervisor's discretion prior to shift selection by other unit members.

§ 24.4.2 Shift rotation sign up schedules shall be provided to unit members and SEIU 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.

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

Article 24 DISTRICT POLICE (Continued)

§ 24.4 Shift Assignments (Continued)

§ 24.4.4 Maximum Hours in 24-Hour Period: The maximum hours unit members 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.

§ 24.4.5 A District Police unit member who 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.

§ 24.5 Filling Vacant Shifts

§ 24.5.1 When a Police Officer or Police Dispatcher/Records Technician shift becomes vacant, the District Police supervisor should make an attempt to fill a vacant shift with the utilization of overtime based upon staffing levels, operational needs, and officer safety.

A good faith effort shall be made to fill the vacant shift. All unit members in the same classification will be given the opportunity to fill the vacant shift with the utilization of overtime. A Police Officer or Police Dispatcher/Records Technician being requested to fill a vacant shift may work a partial shift at the unit member's discretion, in cooperation with the supervisor.

Article 24 DISTRICT POLICE (Continued)

§ 24.6 Shift Changes

§ 24.6.1 Unit members whose shifts are subject to involuntary shift changes shall be notified of the change either in person, phone conversation, text, or email. If the unit member is notified verbally, a written notification shall be made soon thereafter. If the notification is made by text or email Management may not add the change to the schedule before receiving confirmation of notification from the employee.

§24.6.2 Unit members shall receive at least one-hundred and sixty-eight (168) hours (seven (7) calendar days) notice of involuntary shift changes for assignments of three (3) days or more, except in cases of unforeseeable circumstances.

§ 24.7 Uniform Allowance

§ 24.7.1 The District shall provide for a uniform allowance of $759.75 for Police Dispatcher/Records Technicians, $861.05 for Community Service Officers, and $911.70 for Police Officers per fiscal year allowance for replacement, additional uniforms, equipment, maintenance and cleaning of uniforms for District Police unit members. Clothes/equipment damaged or lost in the performance of duty will be replaced by the District separate from the annual allowance.

§ 24.7.2 Newly hired uniformed District Police unit members will initially be supplied the uniforms and equipment necessary to perform the functions of their position. Any newly required equipment will be initially supplied. All uniforms and equipment supplied remain the property of the District. Upon separation of employment, these uniforms and equipment shall be returned to the District.

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

§ 24.8 Police Officer Discipline

§ 24.8.1 The parties recognize that disciplinary action relating to the classification of 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.

Article 24 DISTRICT POLICE (Continued)

§ 24.9 Workers' Compensation

§ 24.9.1 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 Police Officers conflict with the terms of this Agreement, the Labor Code shall be controlling.

§ 24.10 Training

§ 24.10.1 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 Article 21, Disciplinary Action, Section 21.5.1.9 - Insubordination)

§ 24.11 Police Officers Association

§ 24.11.1 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 Police Officers Association (POA). The POA 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.

§ 24.12 Chain of Command

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

§ 24.13 SRJC District Police Department Policy Manual

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

Article 24 DISTRICT POLICE (Continued)

§ 24.14 Special Assignment

§ 24.14.1 Any District Police unit member actively serving in a P.O.S.T. prescribed and approved Field Training Officer (FTO), Communications Training Officer (CTO), Certified Instructor (i.e. firearms, defensive tactics, etc.), or Detective assignment, will be eligible for a 5% premium for each specialty for all hours in paid status. Eligibility for this premium will be guaranteed for three years unless removed for disciplinary or other cause that the unit member has been notified of and given the opportunity to correct. Each specialty shall be for a three year period. After the initial three year period, annual 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.

§ 24.14.2 Any District Police unit member who is actively serving in a Cadet Coordinator assignment, will be eligible for a 2.5% premium for all hours in paid status. At least two unit members in the District Police department shall serve in this capacity concurrently. Eligibility for this premium will be guaranteed for three years unless removed for disciplinary or other cause that the unit member has been notified of and given the opportunity to correct. After the initial three-year period, annual renewal of the assignment will be at the discretion of the Chief.

§ 24.15 Labor Code Section 4850

§ 24.15.1 Police Officers shall be entitled to benefits and rights as defined under California Labor Code Section 4850, et seq. Unit members are also eligible for District sponsored Disability benefits (see Article 12 or contact Human Resources).

§ 24.16 Holiday Pay

§ 24.16.1 In lieu of time off for holidays, Police Officers and Police Dispatcher/Records Technicians 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 a unit member is less than full-time, the pay will be pro-rated to the unit member's FTE (full-time equivalent) on the day of the holiday.

§ 24.17 Rest Periods

§ 24.17.1 If the District fails to provide a unit member 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 24 DISTRICT POLICE (Continued)

§ 24.17 Rest Periods (Continued)

§ 24.17.2 Sworn Unit Members

Paid meal periods for sworn unit members shall be part of the total hours worked within the scheduled shift and shall be compensated at the unit member's current rate of pay as described under Articles 6, 7, and 24 of the Agreement between Sonoma County Junior College District and SEIU 1021. During paid meal periods, sworn unit members are considered out of service, but subject to calls for service; reasonable efforts shall be made to utilize in-service, sworn unit members to handle routine calls for service during the paid meal period. Although sworn unit members are paid for their meal periods, they shall be allowed the paid meal period away from their patrol vehicles and common work stations. Paid meal periods for sworn unit members shall be governed under state law according to the provisions of California Labor Code Section 512(a).

§ 24.17.3 Police Dispatcher/Records Technicians

Paid meal periods for Police Dispatcher/Records Technicians shall be part of the total hours worked within the scheduled shift and shall be compensated at the unit member's current rate of pay as described under Articles 6, 7, and 24 of the Agreement between Sonoma County Junior College District and SEIU 1021. During paid meal periods, Police Dispatcher/Records Technicians are considered out of service, but subject to call-back in the event of an emergency or routine incident; they will monitor their radio and stay in close proximity to their work stations. Although Police Dispatcher/Records Technicians are paid for their meal periods, they shall be allowed the paid meal period away from the communications center and common work stations, but shall remain within the premises of the District Police Department, unless authorized by a supervisor. The paid meal periods for Police Dispatcher/Records Technicians shall be covered by other Police Dispatcher/Records Technicians, sworn unit members, or other unit members authorized by the Chief of Police. Paid meal periods for Police Dispatcher/Records Technicians shall be governed under state law according to the provisions of California Labor Code Section 512(a).

§ 24.17.4 Community Service Officers

Paid meal periods for Community Service Officers (CSO) shall be part of the total hours worked within the scheduled shift and shall be compensated at the unit member's current rate of pay as described under Articles 6, 7, and 24 of the Agreement between Sonoma County Junior College District and SEIU 1021. During paid meal periods, CSO unit members are considered out of service, but subject to calls for service; reasonable efforts shall be made to utilize in-service unit members to handle routine calls for service during the paid meal period. Although CSO's are paid for their meal periods, they shall be allowed the paid meal period away from their patrol vehicles and common workstations. Paid meal periods for CSO's shall be governed under state law according to the provisions of California Labor Code Section 512(a).

Article 24 DISTRICT POLICE (Continued)

§ 24.18 Professional Incentive

§ 24.18.1 The District will pay a monthly incentive to unit members in the Police Officer and Police Dispatcher/Records Technician classifications who are employed full-time, part-time, permanent or probationary for job related Police Officer Standards and Training (POST) Certificates which exceed the normal established job requirements. Eligible unit members will be compensated a monthly amount, as follows:

- POST Intermediate Certificate: two percent (2%) of base salary
- POST Advanced Certificate: two percent (2%) of base salary, for a total of four percent (4%) of base salary.

Beginning July 1, 2020 these percentages increased to two and one half percent (2.5%) of base salary for each POST Certificate, for a total of five percent (5%) of base salary.

§ 24.19 Safety PERS

§ 24.19.1 On March 30, 2017, the District and SEIU agreed to implement Safety PERS for all sworn Police Officers. This includes a formula of 2.7% at 57 years of age for classic and new members. Additional information can be found in the MOU (Appendix P).

Article 25 PARKING

§ 25.1 Parking for part-time unit members with an FTE ≤ 50% shall be one-half the regular, full-time employee rate. Parking fees will be waived for Fall 2021.

§ 25.2 In accordance with past practice, Classified unit members will be assigned to a designated lot at the Santa Rosa campus and will be limited to parking in that lot or student spaces until 3:00 p.m. Classified unit members will be allowed to park in other available spaces in reserved lots or student spaces at all other District locations (e.g., Petaluma and Windsor). In addition, between 3:00 p.m. and 7:00 p.m., Classified unit members with permits may park in B Lot or any available space. The District will make lot assignments based on the most recent date of hire. Classified unit members with a DMV Disabled Person Placard may park in any available space at any time.

This page intentionally left blank.

Article 26 TERM OF AGREEMENT

§ 26.1 Term of Agreement

§ 26.1.1 The term of this Agreement shall be from July 1, 2021 to June 30, 2024.

In the first year of negotiations under this contract (taking place in 2021-22 for the 2022-23 contract reopeners), Articles 7, 9, 10 and 19 will be automatically reopened. Each party may choose up to four (4) additional articles to re-open.

In the second year of negotiations under this contract (taking place in 2022-23 for the 2023-24 contract reopeners), Articles 7, 9 and 26 will be automatically reopened. Each party may choose up to four (4) additional articles to re-open.

In the third year of negotiations under this contract (taking place in 2023-2024 for the next full contract agreement), Articles 7, 9 and 26 will be automatically reopened. Each party may choose any number of additional articles to re-open.

This page intentionally left blank.

Article 27 GENERAL WORKING CONDITIONS

§ 27.1 Electronic Security Systems

The purpose of this section is to identify parameters for the use of electronic security systems that effectively address SEIU and the District's mutual interest in fostering a safe workplace while respecting and protecting the privacy of unit members. For purposes of this section, electronic security systems shall mean any electronically based technology that enables identification of the location and/or actions of specific persons at specific times. SEIU and the District agree to abide by the rules applicable to any form of surveillance in order to maintain a safe workplace and protect the unit members from all forms of malignant and invasive surveillance, regardless of the technology employed. SEIU and the District further agree to negotiate the terms implicated by the utilization of specific new technologies.

§ 27.1.1 Approved Purposes: The following are the sole approved purposes for the use of electronic security systems.

A. Protecting life and property.

B. Assisting in the investigation of a violation of law.

§ 27.1.2 Limitations on Placement of Electronic Security Systems

A. Security Camera Notification: The District shall reasonably locate clear signage providing notice that an area is monitored by a security camera.

B. Prohibition of Location: Electronic security systems shall neither be placed in, nor directed into, classrooms, conference rooms, restrooms, break rooms, other areas where unit members have a reasonable expectation of privacy, offices or where unit members regularly engage in professional duties except in the cases of overriding security concerns such as heightened general safety, cash handling, prescription drug storage, equipment storage, and high risk vandalism targets.

C. Changes to Locations Monitored by Electronic Security Systems: The District shall provide SEIU with a listing of the current locations monitored by electronic security systems. The District shall provide SEIU with written notice of any proposed change in locations monitored by security cameras or key-card-enabled door locks no less than thirty (30) business days in advance of making the proposed change. SEIU may, within twenty (20) business days of receiving such notice, demand to meet and confer with the District if it believes the proposed change violates this section or requires further impacts bargaining prior to implementation. Within ten (10) business days after the meet and confer process is completed, the District shall provide SEIU with written notice whether it intends to proceed with the proposed change. SEIU shall not file a grievance or other action asserting violation of this Article by the proposed change without first utilizing the meet and confer process afforded by this subsection. The District shall not proceed with the proposed change under this subsection during the meet and confer and/or grievance process.

D. Limits on Technology: Monitoring technologies used by District electronic security systems are limited to video security cameras and key-card-enabled door locks. Storage and/or analysis by a third party of any portion of the data obtained by District electronic security systems is prohibited. The use of facial recognition technology is prohibited.

Article 27 GENERAL WORKING CONDITIONS (Continued)

§ 27.1 Electronic Security Systems: (Continued)

§ 27.1.3 Limitations on Access to Data: Consistent with the approved purposes set forth in 27.1.1, data recorded by electronic security systems shall be accessed only under the following circumstances:

A. The District, through its Chief of Police (or designee), has probable cause that a violation of law has occurred and that access to the data would assist in the formal investigation.

B. Subject to a lawful subpoena, judicial order, or other legal obligation to produce the data to a third party.

C. As a result of an insurance investigation.

§ 27.1.4 Limitations on District Use of Data Accessed from Electronic Security Systems

A. Prohibition of Use for Reviewing and Evaluating Members' Performance. Data gathered from electronic security systems shall not be used to monitor unit members' attendance, work or work habits, nor shall such information be used in any part of the evaluation process.

B. Limited, Permissible Use for Disciplinary Purposes. Data accessed from an electronic security system shall not be used as evidence in a disciplinary action against a unit member, unless that action specifically involves a violation of law.

§ 27.1.5 Authorized Access: When one or more of the circumstances described in 27.1.3 has prompted a request for data from an electronic security system to be examined or disclosed, the following shall apply:

A. Authorization: Except for when required by law or in emergencies, access to data must be authorized in advance and in writing by the President or appropriate Vice President. The President or appropriate Vice President shall ensure that the request to access data complies with this Article.

B. Required by Law: When the District receives a search warrant, subpoena or other legally required request of electronic security system data, the data may be preserved immediately without authorization, but appropriate authorization for access must then be sought as soon as legally permissible.

C. Emergencies: In emergencies, the least perusal of data and the least action necessary to resolve the emergency may be taken immediately without authorization, but appropriate authorization must then be sought without delay. Emergencies are defined as when time is of the essence and there is a high probability that delaying action would almost certainly result in significant bodily harm, significant property loss, damage to the District or its assets, or loss of significant evidence of one or more alleged violations of law.

Article 27 GENERAL WORKING CONDITIONS (Continued)

§ 27.1 Electronic Security Systems: (Continued)

§ 27.1.5 Authorized Access (Continued)

D. District Police: This Article does not preclude the District Police department from accessing data in an investigation into a possible criminal violation of law.

E. Retention: Electronic security system data shall be retained for a period of no more than ninety (90) calendar days from the time of recording, unless the data is accessed within that period for an approved purpose consistent with this Article, in which case the data shall be retained as long as required by applicable law.

This page intentionally left blank.

SIGNATURE PAGE

This Agreement was tentatively agreed upon by the negotiating teams on June 24, 2021. The union, by a majority vote of its membership, ratified the Agreement on July 20, 2021. The Board of Trustees of the Sonoma County Junior College District, at a public meeting, approved the Agreement on August 10, 2021.

For the Union

Jordan Mead, Vice President/Chief Negotiator
Classified Executive Council
Santa Rosa Junior College

Sandy Sigala, President/Negotiator
Classified Executive Council
Santa Rosa Junior College

Jessica Melvin, Negotiator
Classified Executive Council
Santa Rosa Junior College

Bob Peterson, Negotiator
Classified Executive Council
Santa Rosa Junior College

Grzegorz Drukala, Negotiator
Classified Executive Council
Santa Rosa Junior College

Aaron Burton, Area Field Representative
SEIU Local 1021 – North Coast Region

Andrea Zanetti, Area Field Director
SEIU Local 1021 – North Coast Region

John Stead-Mendez, Executive Director
SEIU Local 1021

For the District

Sarah Hopkins
Interim Vice President, Human Resources
Santa Rosa Junior College

Katharyn Jolley
Vice President, Finance & Administrative Services
Santa Rosa Junior College

Deepa Desai
Manager, Payroll
Santa Rosa Junior College

Matthew McQuaig
Director, Media Services & Learning Technologies
Santa Rosa Junior College

This page intentionally left blank.

APPENDICES

A Classified Salary Schedule 137

B Medical Insurance Benefit Plans 143

C Evaluation Forms:

1. Classified Probationary Evaluation 145
2. Classified Regular Evaluation Form 147
3. Classified Interim Evaluation Form 153
4. District Police 157
5. Performance Improvement Plan 161
6. Performance Improvement Plan Outcome Report 163

D PERB - Certification of a Representative 165

E 1. Winter Holiday Calendar Cycle 167

2. Winter Holiday Closure Template 168

F 1. Summer Hours Agreement 169

2. Sample of Alternative Work Schedule (Summer 2015) 170
3. Summer Schedule Memo 171

G Shift Differential Schedule 173

H Positions by Component Group 175

I Yearly Classification Schedule and Important Deadlines 177

J Side Letter – District/SEIU Joint Labor Management Committee 179

K Side Letter – Classified Open Recruitment Screening Criteria 183

L Side Letter to Article 24 District Police 185

M SRJC Classified Professional Development Request Form 187

N Classified Shared Governance Compensation Form 189

O Classified Shared Governance Compensation Program Frequently Asked Questions 191

P Memorandum of Understanding regarding Safety PERS 193

Q Side Letter to Article 14, Filling Vacant Positions (06/27/19) 195

R Side Letter to Article 14, Filling Vacant Positions (08/2720) 197

S Side Letter to Article 14, Filling Vacant Positions (06/24/21) 201

T Side Letter Addressing Impacts of COVID-19 / Contracting Out (01/12/21) 203

U Side Letter Addressing Stipend to Offset Costs of COVID-19 (04/08/21) 205

V Side Letter Addressing Impacts of COVID-19 Article 22 (04/15/21) 207

W Memorandum of Understanding regarding Article 19 (09/07/17) 209

X Side Letter on Memorandum of Understanding regarding Article 19 (05/16/19) 211

INDEX 213

This page intentionally left blank.

SANTA ROSA JUNIOR COLLEGE

2021 -22 CLASSIFIED SALARY SCHEDULE

Effective July 1, 2021

---------- Monthly Salary ----------

CLASSIFICATION	GRADE	1	2	3	4	5
Accompanist/Coach	O	5,757	6,044	6,346	6,665	7,000
Account Specialist	L	4,828	5,068	5,324	5,588	5,868
Account Technician I	G	3,741	3,929	4,125	4,332	4,549
Account Technician II	H	3,912	4,109	4,315	4,531	4,757
Accountant	Q	6,536	6,861	7,205	7,565	7,943
Administrative Assistant I	I	4,109	4,315	4,531	4,757	4,994
Administrative Assistant II *	K	4,562	4,794	5,033	5,286	5,548
Administrative Assistant III	M	5,097	5,354	5,625	5,905	6,200
Admissions & Records Evaluation Specialist I	L	4,828	5,068	5,324	5,588	5,868
Admissions & Records Evaluation Specialist II	N	5,406	5,679	5,962	6,260	6,575
Admissions & Records Specialist *	K	4,562	4,794	5,033	5,286	5,548
Advisor, Student Life Accounts & Marketing Programs	P	6,122	6,430	6,750	7,089	7,443
Alternate Media Specialist	N	5,406	5,679	5,962	6,260	6,575
Art Gallery Specialist	M	5,097	5,354	5,625	5,905	6,200
Articulation Specialist	P	6,122	6,430	6,750	7,089	7,443
Assistive Technology Specialist	M	5,097	5,354	5,625	5,905	6,200
Auto Shop Assistant *	G	3,741	3,929	4,125	4,332	4,549
Automotive/Equipment Mechanic	O	5,757	6,044	6,346	6,665	7,000
Box Office Technician	J	4,320	4,537	4,765	5,003	5,252
Budget Specialist, Categorical Programs	M	5,097	5,354	5,625	5,905	6,200
Building Maintenance Generalist *	M	5,097	5,354	5,625	5,905	6,200
Buyer	N	5,406	5,679	5,962	6,260	6,575
Buyer, Senior	O	5,757	6,044	6,346	6,665	7,000
Career Services Advisor	O	5,757	6,044	6,346	6,665	7,000
Carpenter	O	5,757	6,044	6,346	6,665	7,000
Ceramics Laboratory Technician	J	4,320	4,537	4,765	5,003	5,252
Child Care Associate Teacher	I	4,109	4,315	4,531	4,757	4,994
Child Care Master Teacher	M	5,097	5,354	5,625	5,905	6,200
Child Care Site Supervisor	O	5,757	6,044	6,346	6,665	7,000
Child Care Teacher	K	4,562	4,794	5,033	5,286	5,548
Clerical Assistant	G	3,741	3,929	4,125	4,332	4,549
College Nurse Practitioner	T	7,988	8,388	8,808	9,247	9,711
Community Service Officer	J	4,320	4,537	4,765	5,003	5,252
Cook/Child Care Center	H	3,912	4,109	4,315	4,531	4,757
Coordinator, Admissions & Records	O	5,757	6,044	6,346	6,665	7,000
Coordinator, Basic Needs & Support Programs	N	5,406	5,679	5,962	6,260	6,575
Coordinator, Black/African-American Stdnt Support Cntr	O	5,757	6,044	6,346	6,665	7,000
Coordinator, Building & Equipment Maintenance	Q	6,536	6,861	7,205	7,565	7,943
Coordinator, CTEOS	Q	6,536	6,861	7,205	7,565	7,943
Coordinator, Communications & Marketing	O	5,757	6,044	6,346	6,665	7,000
Coordinator, Community & Contract Education	O	5,757	6,044	6,346	6,665	7,000
Coordinator, Computer Aided Design (CAD) Labs	P	6,122	6,430	6,750	7,089	7,443
Coordinator, Custodial Services	L	4,828	5,068	5,324	5,588	5,868
Coordinator, Dental Clinic Business Office	M	5,097	5,354	5,625	5,905	6,200
Coordinator, Dream Centers	O	5,757	6,044	6,346	6,665	7,000
Coordinator, EOPS Foster Youth Ed. Support	O	5,757	6,044	6,346	6,665	7,000
Coordinator, EOPS Outreach Programs	P	6,122	6,430	6,750	7,089	7,443
Coordinator, Farm Operations	N	5,406	5,679	5,962	6,260	6,575
Coordinator, Finance & Admin Services, Pet.	Q	6,536	6,861	7,205	7,565	7,943

CLASSIFICATION	GRADE	Monthly Salary 1	2	3	4	5
Coordinator, Financial Aid & Outreach	P	6,122	6,430	6,750	7,089	7,443
Coordinator, Grounds Operations, Santa Rosa	M	5,097	5,354	5,625	5,905	6,200
Coordinator, High School Equiv. Program (HEP)	P	6,122	6,430	6,750	7,089	7,443
Coordinator, Instructional Computer Systems *	Q	6,536	6,861	7,205	7,565	7,943
Coordinator, Intercultural Center, Petaluma Campus	O	5,757	6,044	6,346	6,665	7,000
Coordinator, International Student Program	P	6,122	6,430	6,750	7,089	7,443
Coordinator, KAD Equipment and Services	N	5,406	5,679	5,962	6,260	6,575
Coordinator, Maintenance Operations *	M	5,097	5,354	5,625	5,905	6,200
Coordinator, Marketing & Social Media	O	5,757	6,044	6,346	6,665	7,000
Coordinator, Online Accessibility	O	5,757	6,044	6,346	6,665	7,000
Coordinator, Purchasing	P	6,122	6,430	6,750	7,089	7,443
Coordinator, Scheduling	O	5,757	6,044	6,346	6,665	7,000
Coordinator, Scholarship & Outreach	N	5,406	5,679	5,962	6,260	6,575
Coordinator, Science Labs	P	6,122	6,430	6,750	7,089	7,443
Coordinator, Shone Farm Sales & Marketing	N	5,406	5,679	5,962	6,260	6,575
Coordinator, Student Academic Records	O	5,757	6,044	6,346	6,665	7,000
Coordinator, Student Engagement Programs *	O	5,757	6,044	6,346	6,665	7,000
Coordinator, Student Engagement Prgms, Pet	O	5,757	6,044	6,346	6,665	7,000
Coordinator, Student Financial Services	P	6,122	6,430	6,750	7,089	7,443
Coordinator, Student Government Programs	O	5,757	6,044	6,346	6,665	7,000
Coordinator, Student Outreach	P	6,122	6,430	6,750	7,089	7,443
Coordinator, Student Success Program	P	6,122	6,430	6,750	7,089	7,443
Coordinator, Technology Procurement	N	5,406	5,679	5,962	6,260	6,575
Coordinator, Veterans Affairs	O	5,757	6,044	6,346	6,665	7,000
Coordinator, Warehouse Operations	M	5,097	5,354	5,625	5,905	6,200
Coordinator, Workforce Development	P	6,122	6,430	6,750	7,089	7,443
Copy Center Specialist *	J	4,320	4,537	4,765	5,003	5,252
Culinary Operations Specialist	L	4,828	5,068	5,324	5,588	5,868
Culinary Retail Clerk	G	3,741	3,929	4,125	4,332	4,549
Curriculum Technician	M	5,097	5,354	5,625	5,905	6,200
Custodial Maintenance Technician	J	4,320	4,537	4,765	5,003	5,252
Custodian *	H	3,912	4,109	4,315	4,531	4,757
Disability Intake Facilitator	K	4,562	4,794	5,033	5,286	5,548
Electrician	O	5,757	6,044	6,346	6,665	7,000
Emergency Management Specialist	R	6,979	7,326	7,693	8,077	8,482
Employment Services Advisor – C2C	O	5,757	6,044	6,346	6,665	7,000
EOPS/Care Specialist	K	4,562	4,794	5,033	5,286	5,548
EOPS/Foster Youth Educational Support Specialist	L	4,828	5,068	5,324	5,588	5,868
Equipment Technician I *	I	4,109	4,315	4,531	4,757	4,994
Executive Assistant	N	5,406	5,679	5,962	6,260	6,575
Exhibits Specialist	P	6,122	6,430	6,750	7,089	7,443
Farm Assistant	E	3,420	3,592	3,771	3,961	4,158
Farm Equipment Operator	G	3,741	3,929	4,125	4,332	4,549
Financial Aid Program Specialist	N	5,406	5,679	5,962	6,260	6,575
Financial Aid Technician I	I	4,109	4,315	4,531	4,757	4,994
Financial Aid Technician II	K	4,562	4,794	5,033	5,286	5,548
Groundskeeper I	I	4,109	4,315	4,531	4,757	4,994
Groundskeeper II	J	4,320	4,537	4,765	5,003	5,252
Hazardous Materials Specialist	P	6,122	6,430	6,750	7,089	7,443
Health Promotion Specialist	P	6,122	6,430	6,750	7,089	7,443
Health Services Assistant	M	5,097	5,354	5,625	5,905	6,200
Health Services Specialist	O	5,757	6,044	6,346	6,665	7,000
Help Desk Technician	M	5,097	5,354	5,625	5,905	6,200

---------- Monthly Salary ----------

CLASSIFICATION	GRADE	1	2	3	4	5
Horticulture Technician I	H	3,912	4,109	4,315	4,531	4,757
Human Resources Technician	M	5,097	5,354	5,625	5,905	6,200
HVAC and Controls Technician	O	5,757	6,044	6,346	6,665	7,000
Instructional Accessibility Specialist	O	5,757	6,044	6,346	6,665	7,000
Instructional Assistant, Senior	K	4,562	4,794	5,033	5,286	5,548
Instructional Designer	R	6,979	7,326	7,693	8,077	8,482
Instructional Systems Administrator *	R	6,979	7,326	7,693	8,077	8,482
Instructional Technology Specialist	R	6,979	7,326	7,693	8,077	8,482
Intake Specialist, CalWORKs	L	4,828	5,068	5,324	5,588	5,868
International Student Advisor	P	6,122	6,430	6,750	7,089	7,443
Job Developer	P	6,122	6,430	6,750	7,089	7,443
Laboratory Assistant, Adapted PE (APE)	L	4,828	5,068	5,324	5,588	5,868
Laboratory Assistant, Health Sciences	J	4,320	4,537	4,765	5,003	5,252
Laboratory Assistant, Public Safety	K	4,562	4,794	5,033	5,286	5,548
Laboratory Assistant/Senior, Health Sciences	L	4,828	5,068	5,324	5,588	5,868
Library Technician I	I	4,109	4,315	4,531	4,757	4,994
Library Technician II *	K	4,562	4,794	5,033	5,286	5,548
Library Technician III	M	5,097	5,354	5,625	5,905	6,200
Livestock Technician	L	4,828	5,068	5,324	5,588	5,868
Locksmith	O	5,757	6,044	6,346	6,665	7,000
Marketing Assistant	I	4,109	4,315	4,531	4,757	4,994
Media Production Technician	L	4,828	5,068	5,324	5,588	5,868
Media Resources Specialist	L	4,828	5,068	5,324	5,588	5,868
Media Support Specialist	K	4,562	4,794	5,033	5,286	5,548
Media Systems Technician I	N	5,406	5,679	5,962	6,260	6,575
Media Systems Technician II	O	5,757	6,044	6,346	6,665	7,000
Medical Assistant	M	5,097	5,354	5,625	5,905	6,200
Microcomputer Lab Specialist I	K	4,562	4,794	5,033	5,286	5,548
Microcomputer Lab Specialist II	M	5,097	5,354	5,625	5,905	6,200
Network Technician *	Q	6,536	6,861	7,205	7,565	7,943
Outreach Specialist, Adult Education Programs	M	5,097	5,354	5,625	5,905	6,200
Outreach Spec., High School Equivalency Prg. *	M	5,097	5,354	5,625	5,905	6,200
Outreach Specialist, Student Outreach	M	5,097	5,354	5,625	5,905	6,200
Payroll Specialist *	M	5,097	5,354	5,625	5,905	6,200
Payroll Technician *	K	4,562	4,794	5,033	5,286	5,548
Photography Laboratory Technician *	J	4,320	4,537	4,765	5,003	5,252
Planetarium Specialist	Q	6,536	6,861	7,205	7,565	7,943
Plumber	O	5,757	6,044	6,346	6,665	7,000
Police Dispatcher/Records Technician	M	5,097	5,354	5,625	5,905	6,200
Police Officer	P	6,122	6,430	6,750	7,089	7,443
Police Systems Administrator	P	6,122	6,430	6,750	7,089	7,443
Print Making Laboratory Technician	J	4,320	4,537	4,765	5,003	5,252
Program Assistant, Study Abroad/Language Lab	K	4,562	4,794	5,033	5,286	5,548
Program Developer, CalWORKs	O	5,757	6,044	6,346	6,665	7,000
Program Specialist, MESA Programs & Outreach	M	5,097	5,354	5,625	5,905	6,200
Programmer	P	6,122	6,430	6,750	7,089	7,443
Programmer Analyst *	R	6,979	7,326	7,693	8,077	8,482
Programmer Analyst, Senior *	S	7,461	7,834	8,228	8,640	9,072
Purchasing Specialist	L	4,828	5,068	5,324	5,588	5,868
Research Analyst	P	6,122	6,430	6,750	7,089	7,443
Research Technician	L	4,828	5,068	5,324	5,588	5,868
Scheduling Technician	K	4,562	4,794	5,033	5,286	5,548
Scheduling Technician, Senior	M	5,097	5,354	5,625	5,905	6,200

CLASSIFICATION	GRADE	1	2	3	4	5
		---------- Monthly Salary ----------				
Scholarship Technician *	K	4,562	4,794	5,033	5,286	5,548
Science Laboratory Instructional Assistant	N	5,406	5,679	5,962	6,260	6,575
Sculpture Laboratory Technician	J	4,320	4,537	4,765	5,003	5,252
Senior Designer	Q	6,536	6,861	7,205	7,565	7,943
Service Facilitator	I	4,109	4,315	4,531	4,757	4,994
Sign Language Interpreter *	P	6,122	6,430	6,750	7,089	7,443
Sign Language Interpreter, Senior *	Q	6,536	6,861	7,205	7,565	7,943
Storekeeper I	H	3,912	4,109	4,315	4,531	4,757
Storekeeper II	K	4,562	4,794	5,033	5,286	5,548
Student Advisor, CalWORKs	O	5,757	6,044	6,346	6,665	7,000
Student Success Coach, C2C	M	5,097	5,354	5,625	5,905	6,200
Student Success Specialist I *	K	4,562	4,794	5,033	5,286	5,548
Student Success Specialist II	M	5,097	5,354	5,625	5,905	6,200
Student Success Technician	J	4,320	4,537	4,765	5,003	5,252
Support Services Specialist	M	5,097	5,354	5,625	5,905	6,200
Systems Administrator *	Q	6,536	6,861	7,205	7,565	7,943
Systems Specialist, Student Financial Services	N	5,406	5,679	5,962	6,260	6,575
Testing Specialist *	K	4,562	4,794	5,033	5,286	5,548
Testing Technician	H	3,912	4,109	4,315	4,531	4,757
Theatre Arts Costume Technician	O	5,757	6,044	6,346	6,665	7,000
Theatre Arts Production Specialist	P	6,122	6,430	6,750	7,089	7,443
Theatre Arts Promotions Specialist	L	4,828	5,068	5,324	5,588	5,868
Tree Maintenance Worker	J	4,320	4,537	4,765	5,003	5,252
Waste Diversion Technician	J	4,320	4,537	4,765	5,003	5,252
Web Design Specialist	O	5,757	6,044	6,346	6,665	7,000
Web Developer	S	7,461	7,834	8,228	8,640	9,072

Foundation Positions (Non-Represented)

CLASSIFICATION	GRADE	1	2	3	4	5
		---------- Monthly Salary ----------				
Coordinator, Community Engagement	O	5,757	6,044	6,346	6,665	7,000
Development Assoc., Business & Financial	O	5,757	6,044	6,346	6,665	7,000
Development Assoc., Database & Gift Processing	N	5,406	5,679	5,962	6,260	6,575

Effective July 1, 2021: 2020-21 schedule plus 5.33% COLA.

A 5% longevity increment (compounded) is awarded after completing 10, 15, 20, and 25 years of continuous service.
A classified employee is entitled to an additional 2% stipend for a Doctoral degree when conferred.

Updated 08.12.21

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:

Classification	Grade
Administrative Assistant II	Z-L
Admissions & Records Specialist	Z-L
Auto Shop Assistant	Z-I
Building Maintenance Generalist	Z-N
Coordinator, Instructional Computer Systems (2)	Z-R
Coordinator, Maintenance Operations	Z-N
Coordinator, Student Engagement Programs	Z-P
Copy Center Specialist	Z-M
Custodian	Z-J
Equipment Technician I	Z-J
Instructional Systems Administrator	Z-S
Library Technician II	Z-L
Network Technician (4)	Z-R
Outreach Specialist, HEP	Z-N
Payroll Specialist	Z-N
Payroll Technician (3)	Z-L
Photography Laboratory Technician	Z-K
Programmer Analyst (3)	Z-T
Programmer Analyst, Senior (3)	Z-U
Scholarship Technician	Z-M
Sign Language Interpreter	Z-R
Sign Language Interpreter, Senior	Z-S
Student Success Specialist I (4)	Z-L
Systems Administrator (2)	Z-R
Testing Specialist (2)	Z-L

This page intentionally left blank.

Medical Insurance Benefit Plans

The District offers a choice of five health plans:

- Kaiser Permanente HMO
- Kaiser Permanente Account Based Health Plan with an HSA
- Blue Shield HMO
- Blue Shield PPO
- Blue Shield Account Based Health Plan with an HSA

The Kaiser Permanente HMO, Blue Shield HMO, and Blue Shield PPO all require that you present your ID card to your provider and 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 on the Human Resources web page:

Human Resources Benefits Page

An additional benefit provided by SISC, available to all SISC Members, is the Employee Assistance Program (EAP). This program provides up to 6 free sessions with a professional provider per issue. Additional information regarding the EAP can be found on the Human Resources benefit web page.

This page intentionally left blank.

APPENDIX C.1

Santa Rosa Junior College
Classified Personnel Evaluation Report

Probationary Evaluation

Name: _____ Classification: _____

Department: _____ Evaluation Period Covered: From: _____ To: _____

Employment Date: Present position - _____ 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. **JOB KNOWLEDGE** – Understanding of all phases of his/her work and related matters. Knowledge applied with respect to total job.	[ ] E [ ] M [ ] N [ ] U	
2. **QUALITY OF WORK** – Thoroughness, neatness, accuracy, meeting expectations of new position.	[ ] E [ ] M [ ] N [ ] U	
3. **DEPENDABILITY** – Reliability in following through assignments and instructions.	[ ] E [ ] M [ ] N [ ] U	
4. **COOPERATION** – Ability and willingness to work with associates supervisors, and others. Effectiveness in working with others.	[ ] E [ ] M [ ] N [ ] U	
5. **PRODUCTIVITY** – Demonstrated accom-plishments, volume of work. Work output relative to schedules, expectations.	[ ] E [ ] M [ ] N [ ] U	

A. Performance Factors	Performance Level	Supporting Observations (Required for Ratings N & U, refer to Article 4.5.1)
1. **JUDGMENT** – Adequacy of judgment applied as required by job responsibilities	☐E ☐M ☐N ☐U	
2. **INITIATIVE/ABILITY TO LEARN** – Self-starting and acting on own. Amount of direction needed. Resourcefulness in work situation	☐E ☐M ☐N ☐U	
3. **ATTENDANCE** – Punctuality and/or faithfulness in coming to work daily and conforming to work hours	☐E ☐M ☐N ☐U	

B. RECOMMENDATION

☐ Continue Probationary Status * ☐ Permanent Status

☐Terminate Employment

*Follow-up evaluation due in _____ months. (Refer to SCJCD/SEIU contract, Evaluation Article)

C. SUPPORTING OBSERVATIONS:

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

SEIU/District Negotiations 2016/17 New 8.5.16

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		

ADDITIONAL EVALUATOR COMMENTS

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

SEIU/District Negotiations 2016/17 New 8.5.16

SANTA ROSA JUNIOR COLLEGE POLICE

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

SANTA ROSA JUNIOR COLLEGE

HUMAN RESOURCES DEPARTMENT

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

SANTA ROSA JUNIOR COLLEGE

HUMAN RESOURCES DEPARTMENT

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
Regional Director

Account Clerk I & II
Accounting Technician
Administrative Secretary
Admissions & Records Clerk I, II & III
Admissions & Records Evaluation Technician
Art Gallery & Exhibit Coordinator
Articulation Technician
Assistant Science Laboratory Technician
Athletic Equipment Assistant
Athletic Equipment Technician
Audio Visual Clerk
Audio Visual Production Technician
Auto Shop Assistant
Bookstore Operations Assistant I, II & III
Business Data Processing Lab Specialist
Campus Center Assistant
Campus Facility Guard
Campus Security Officer
Career Center Assistant
CETA Advisor
CHEC Lab Attendant
College Nurse
Community Services Assistant
Computer Operations Specialist
Costumer
Custodian
Data Entry Operator
Duplicating Equipment Operator
Electronics Senior Lab Assistant
Electronics Storeroom Clerk
Electronics Storeroom Clerk/Custodian
Electronics Technician I & II
EOPS Advisor
Farm Equipment Operator
Financial Aids Technician
Graphics Services Assistant
Groundskeeper/Gardener
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
Master Course Scheduler
Mathematics Computer Lab Assistant
Media Assistant
Office Automation Liaison Trainer
Offset Duplicating Equipment Operator
Operations Coordinator
Personnel Specialist
Photo Lab Technician
Planetarium Specialist
Pool Maintenance/Custodian
Programmer
Programmer Analyst
Programmer Trainee
Purchasing Assistant
Re-Entry Community Liaison
Re-Entry Program Assistant
Satellite Center Service Technician
Science Equipment Technician
Science Laboratory Technician
Secretary I & II
Senior Personnel Specialist
Senior Programmer Analyst
Service Center Assistant
Special Education Aide
Stenographer Clerk
Student Employment Assistant
Student Employment Coordinator
Technical Reader
Telecommunications/Account Clerk
Telephone Operator/Receptionist
Testing Technician
Theatre Arts Business Assistant
Theatre Arts Production Technician
Tutorial Assistant
Typist Clerk I, II & III
Veterans Upward Bound Program Assistant
Warehouse Keeper

Holiday Calendar Cycle

HOLIDAY	2017/2018
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
Winter Holiday Closure	
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 29, 2018

HOLIDAY	2018/2019
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
Winter Holiday Closure	
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

HOLIDAY	2019/2020
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
Winter Holiday Closure	
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
Employee/District Split*	January 2, 2020
Employee/District Split*	January 3, 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

HOLIDAY	2020/2021
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
Winter Holiday Closure	
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 31, 2021

HOLIDAY	2021/2022
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
Winter Holiday Closure	
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

HOLIDAY	2022/2023
Independence Day	July 4, 2022
Labor Day	September 5, 2022
Veterans' Day	November 11, 2022
Thanksgiving Day	November 24, 2022
Day after Thanksgiving	November 25, 2022
Winter Holiday Closure	
Christmas Holiday	December 26, 2022
Christmas Holiday	December 27, 2022
Floating Holiday	December 28, 2022
District Provided Holiday	December 29, 2022
New Year's Holiday	December 30, 2022
New Year's Holiday	January 2, 2023
Martin Luther King Jr's Birthday	January 16, 2023
Lincoln's Day**	February 17, 2023
President's Day**	February 20, 2023
Memorial Day	May 29, 2023

* 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.

Holiday Calendar Cycle
Winter Break Calendars

Calendar 1: Use when Dec 25th falls on Sunday — 10 day break

SUN	MON	TUES	WED	THURS	FRI	SAT
18	19	20	21	22	23	24
25	26 Christmas	27 Christmas	28 Floating	29 District Provided	30 New Year's	31
1	2 New Year's	3	4	5	6	7

Calendar 2: Use when Dec 25th falls on Monday — 10 day break

SUN	MON	TUES	WED	THURS	FRI	SAT
17	18	19	20	21	22	23
24	25 Christmas	26 Christmas	27 Floating	28 District Provided	29 New Year's	30
31	1 New Year's	2	3	4	5	6

Calendar 3: Use when Dec 25th falls on Tuesday — 11 day break

SUN	MON	TUES	WED	THURS	FRI	SAT
16	17	18	19	20	21	22
23	24 Christmas	25 Christmas	26 Floating	27 District Provided	28 50/50*	29
30	31 New Year's	1 New Year's	2	3	4	5

Calendar 4: Use when Dec 25th falls on Wednesday — 12 day break

SUN	MON	TUES	WED	THURS	FRI	SAT
22	23	24	25 Christmas	26 Christmas	27 Floating	28
29	30 District Provided	31 New Year's	1 New Year's	2 50/50*	3 50/50*	4
5	6	7	8	9	10	11

Calendar 5: Use when Dec 25th falls on Thursday — 11 day break

SUN	MON	TUES	WED	THURS	FRI	SAT
21	22	23	24	25 Christmas	26 Christmas	27
28	29 Floating	30 District Provided	31 New Year's	1 New Year's	2 50/50*	3
4	5	6	7	8	9	10

Calendar 6: Use when Dec 25th falls on Friday — 10 day break

SUN	MON	TUES	WED	THURS	FRI	SAT
20	21	22	23	24	25 Christmas	26
27	28 Christmas	29 Floating	30 District Provided	31 New Year's	1 New Year's	2
3	4	5	6	7	8	9

Calendar 7: Use when Dec 25th falls on Saturday — 10 day break

SUN	MON	TUES	WED	THURS	FRI	SAT
19	20	21	22	23	24 Christmas	25
26	27 Christmas	28 Floating	29 District Provided	30 New Year's	31 New Year's	1
2	3	4	5	6	7	8

* On a 50/50 Split day, 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.

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

SANTA ROSA JUNIOR COLLEGE

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. NO LATER THAN MAY 9

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:** __ __ __ __ __ __ (MM DD YY)

TOTALS HOURS REDUCED FOR MAY/JUNE: [_____]

EFFECTIVE DATES **FROM:** __ __ __ __ __ __ **TO:** __ __ __ __ __ __ (MM DD YY)

TOTALS HOURS REDUCED FOR JULY: [_____]

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.

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							
4:00am - 4:30am							
4:30am - 5:00am							
5:00am - 5:30am							
5:30am - 6:00am							
6:00am - 6:30am							
6:30am - 7:00am							
7:00am - 7:30am							
7:30am - 8:00am							
8:00am - 8:30am							
8:30am - 9:00am							
9:00am - 9:30am							
9:30am - 10:00am							
10:00am - 10:30am							
10:30am - 11:00am							
11:00am - 11:30am							
11:30am - 12:00pm							
12:00pm - 12:30pm							
12:30pm - 1:00pm							
1:00pm - 1:30pm							
1:30pm - 2:00pm							
2:00pm - 2:30pm							
2:30pm - 3:00pm							
3:00pm - 3:30pm							
3:30pm - 4:00pm							
4:00pm - 4:30pm							
4:30pm - 5:00pm							
5:00pm - 5:30pm							
5:30pm - 6:00pm							
6:00pm - 6:30pm							
6:30pm - 7:00pm							
7:00pm - 7:30pm							
7:30pm - 8:00pm							
8:00pm - 8:30pm							
8:30pm - 9:00pm							
9:00pm - 9:30pm							
9:30pm - 10:00pm							
10:00pm - 10:30pm							
10:30pm - 11:00pm							
11:00pm - 11:30pm							
11:30pm - 12:00pm							

This page intentionally left blank.

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, Building & Equipment Maintenance
Coordinator, Computer Aided Design (CAD) Labs
Coordinator, Computer Labs
Coordinator, Farm Operations
Coordinator, Grounds Operations, Petaluma
Coordinator, Grounds Operations, Santa Rosa
Coordinator, Instructional Computer Systems
Coordinator, KAD Equipment & Services
Coordinator, Maintenance Operations
Coordinator, Online Accessibility
Coordinator, Public Safety Facilities Operations
Coordinator, Technology Procurement
Custodial Maintenance Technician
Custodian
Electrician
Emergency Management Specialist
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 Accessibility Specialist
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
Petaluma Microcomputer Lab Coordinator
Plumber
Pool Facility Maintenance Technician
Programmer
Programmer Analyst
Programmer Analyst, Senior
Research Analyst
Research Technician
Systems Administrator
Systems Specialist, Student Financial Services
Technical Writer
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 Life Accounts & Marketing Programs
Budget Specialist, Categorical Programs
Buyer
Buyer, Senior
Community Service Officer
Coordinator, Communications & Marketing
Coordinator, Marketing & Social Media
Coordinator, Warehouse Operations
Copy Center Specialist
Human Resources Technician
Parking Lot Attendant
Payroll Specialist
Payroll Technician
Police Dispatcher/Records Technician
Police Officer
Police Systems Administrator
Purchasing Specialist
Senior Designer
Storekeeper I & II

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, Community & Contract Education
Coordinator, Dental Clinic Business Office
Coordinator, Farm Operations
Coordinator, Shone Farm Sales & Marketing
Coordinator, Scheduling
Coordinator, Science Labs
Culinary Operations Specialist
Culinary Retail Clerk
Curriculum Technician
Electronics Laboratory Technician
Exhibits Specialist
Horticulture Technician I
Instructional Accessibility Specialist
Instructional Assistant, Senior
Job Developer
Laboratory Assistant, Adapted PE (APE)
Laboratory Assistant, Health Sciences
Laboratory Assistant, Public Safety
Laboratory Assistant/Senior, Health Sciences
Library Specialist, Petaluma Campus
Library Technician I, II & III
Livestock Technician
Outreach Specialist, Adult Education Programs
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
Sculpture Laboratory Technician
Theatre Arts Costume Technician
Theatre Arts Production Specialist
Theatre Arts Promotions Specialist
Visual Resources Technician

GROUP #5 STUDENT SERVICES

Admissions and Records Evaluation Specialist I & II
Admissions and Records Specialist
Advisor, Health Occupations Prep & Ed (HOPE) Programs
Advisor, Student Life Accounts & Marketing Programs
Articulation Specialist
Career Services Advisor
College Nurse Practitioner
Coordinator, Admissions & Records
Coordinator, Assessment Services
Coordinator, Dream Centers
Coordinator, EOPS/Foster Youth Ed. Support Specialist
Coordinator, EOPS Outreach Programs
Coordinator, Financial Aid & Outreach
Coordinator, High School Equivalency Prog. (HEP)
Coordinator, Intercultural Center, Petaluma Campus
Coordinator, International Student Program
Coordinator, Student Academic Records
Coordinator, Student Engagement Programs, SA
Coordinator, Student Financial Services
Coordinator, Student Government Programs
Coordinator, Student Outreach
Coordinator, Student Resource Center & Marketing Prog.
Coordinator, Student Success Program
Coordinator, Veterans Affairs
Disability Intake Facilitator
Employment Services Advisor – C2C
EOPS/CARE Specialist
EOPS/Foster Youth Educational Support Specialist
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)
Outreach Specialist, Student Outreach
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

Classification Review Timelines

Per the Memorandum of Understanding between Sonoma County Junior College District and Service Employees International Union (SEIU) regarding Article 19: Classification/Reclassification, the District and SEIU agree to commission a comprehensive Classification Review and Salary Study of the Classified Unit. In the meantime, the regular Classification Review process will be on hiatus for fiscal years 2017/18 through 2020/21.

This page intentionally left blank.

Side Letter
District/SEIU 1021 Joint Labor Management Committee
June 23, 2015 11AM

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~~ the 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.

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.

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 D. Mead

Jordan Mead

John Shaban

This page intentionally left blank.

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

Karen Furukawa or
Other Designee

FOR THE SEIU, LOCAL 1021 TEAM:

Jordan D. Mead

Jordan Mead

John Shaban

This page intentionally left blank.

SIDE LETTER TO ARTICLE 24 DISTRICT POLICE

PAID MEAL PERIODS FOR DESIGNATED LAW ENFORCEMENT EMPLOYEES

---

1. Because of the unpredictability of public safety, designated law enforcement employees are prevented from being completely relieved of all duties and are subject to calls for service during meal periods. According to the California Department of Industrial Relations, an on-duty meal period shall be permitted when the nature of the work prevents an employee from being relieved of all duty.

   The purpose of this side letter is to add clarifying language to the Agreement between Sonoma County Junior College District and SEIU 1021 under Article 24 for District Police consistent with a long-standing practice of paid meal periods for designated law enforcement employees.

2. Sworn Employees

   Paid meal periods for sworn employees shall be part of the total hours worked within the scheduled shift and shall be compensated at the employee's current rate of pay as described under Articles 6, 7, and 24 of the Agreement between Sonoma County Junior College District and SEIU 1021. During paid meal periods, sworn employees are considered out of service, but subject to calls for service; reasonable efforts shall be made to utilize in-service, sworn employees to handle routine calls for service during the paid meal period. Although sworn employees are paid for their meal periods, they shall be allowed the paid meal period away from their patrol vehicles and common work stations. Paid meal periods for sworn employees shall be governed under state law according to the provisions of California Labor Code Section 512(a).

3. Dispatcher/Records Technicians

   Paid meal periods for dispatcher/records technicians shall be part of the total hours worked within the scheduled shift and shall be compensated at the employee's current rate of pay as described under Articles 6, 7, and 24 of the Agreement between Sonoma County Junior College District and SEIU 1021. During paid meal periods, dispatcher/records technicians are considered out of service, but subject to call-back in the event of an emergency or routine incident; they will monitor their radio and stay in close proximity to their work stations. Although dispatcher/records technicians are paid for their meal periods, they shall be allowed the paid meal period away from the communications center and common work stations, but shall remain within the premises of the Police Department, unless authorized by a supervisor. The paid meal periods for dispatcher/records technicians shall be covered by other dispatcher/records technicians, sworn employees, or other support staff authorized by the Chief of Police. Paid meal periods for dispatcher/records technicians shall be governed under state law according to the provisions of California Labor Code Section 512(a).

AGREED TO ON October 26, , 2017

BY:

FOR THE DISTRICT'S TEAM:

Karen Furukawa

Karen Furukawa or
Other Designee

FOR THE SEIU, LOCAL 1021 TEAM:

Jordan D. Mead

Jordan Mead

Maria Peluso

Maria Peluso

Santa Rosa Junior College Classified Professional Development Release time Request Form

Name: _____ Date: _____

Title/Position: _____ Department: _____

Time Base (FTE) of Current Position: _____

Release time Requested for Academic Year _____ ☐ fall ☐ spring ☐ summer

Date Range Requested - Starts: _____ Ends: _____ Hours per Week: _____

Total Hours Requested: _____

Days of week for release time (Check all that apply to your work schedule)
☐ Mo ☐ Tu ☐ We ☐ Th ☐ Fr ☐ Sa ☐ Su

Proposed weekly work schedule (include lunch breaks):

Monday: _____ Tuesday: _____ Wednesday: _____ Thursday: _____

Friday: _____ Saturday: _____ Sunday: _____

Employee Justification for Requesting Professional Development Release Time:

_____
_____
_____
_____

☐ I am also requesting Tuition Reimbursement for the courses that I would like to take (complete separate Tuition Reimbursement form)

Employee Signature_____ Date_____

Supervisor Acknowledgement:

☐ Approved ☐ Denied
Supervisor Statement for approval or denial of Release Time Request:

_____
_____
_____
_____

Supervisor Signature_____ Date_____

Appendix O
See Article 22 for more details.
Rev: 22Dec2016 Page 1 of 1

This page intentionally left blank.

Classified Shared Governance Compensation Form

Employee Name: _____ Emp ID: _____

Eligible shared governance activities, must hold appointed or elected seat (participation by position not eligible):

1. Academic Calendar/Registration
2. Arts and Lectures
3. Auxiliary Enterprise
4. Board of Review
5. Budget Advisory
6. Classified Senate
7. Day Under the Oaks
8. District Accessibility
9. District Facilities Planning
10. District Online
11. District Safety & Health
12. Equal Employment Opportunity Advisory
13. fitSRJC
14. Graduation Speaker
15. Institutional Planning Council
16. Institutional Technology Group
17. Integrated Students Success
18. Intercultural Events
19. LGBTQ Campus Climate
20. Parking & Transportation
21. Professional Development
22. Scholarship
23. Student Health Services Advisory
24. Sustainability
25. Textbook & Instructional Materials

HC1. _____ M1. _____
Hiring committee; state position under recruitment** Monitor; state position under recruitment**

HC2. _____ M2. _____
Hiring committee; state position under recruitment** Monitor; state position under recruitment**

Date	Hours	Code Specify from above list	Date	Hours	Code Specify from above list	Date	Hours	Code Specify from above list

TOTAL HOURS: 0.00 CHOOSE COMPENSATION: ☐ FLEX HOURS _____ ☐ PAID HOURS*_____

I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND ACCURATE REPORT OF MY PARTICIPATION

Signature: _____ Date: _____

SUBMIT TO SEIU MAILBOX via inter-department envelope.

To ease administrative workload, please consider submitting only one form per semester.

SEIU will submit information to the District for processing only once per semester.

*$15.00 per hour stipend on all hours served, subject to available funds

** Hiring committees and monitors, compensation limited to 10 hours per committee

Rev Date: 17 Dec 2018

This page intentionally left blank.

Classified Shared Governance Compensation Program
Frequently Asked Questions
As of 9/7/17

What is this program?

Effective July 1, 2017 unit members are eligible for compensation for hours served on committees. Unit members may opt for $15 for each hour served (in addition to regular salary, subject to SEIU fund availability) or one hour of flex time for each hour served. See SEIU Contract 22.4 for more details.

How will employees earn flex time or payment?

Flex time or payment may be earned by participating in eligible shared governance activities, subject to limits detailed in SEIU Contract Article 5. See Compensation Request form for list of eligible activities. Only seats filled by appointment or election are eligible for compensation. Seats filled by position are not eligible for compensation.

How will employees request flex time credit or payment?

Employees will utilize the Classified Shared Governance Compensation Form to request compensation for hours served. An employee may request flex time credit or payment. The form is located on the Human Resources web site. The form is to be submitted to SEIU for validation and tracking. SEIU to submit consolidated spreadsheet to Payroll for those requesting payment, or to Human Resources for those employees requesting flex time.

Will this process be paperless?

The Classified Shared Governance Compensation Form will be routed via hardcopy paper to SEIU. If paper becomes overwhelming, SEIU will investigate alternatives. SEIU will consolidate and submit information to the District electronically.

If payment is elected, where is the money coming from?

SEIU has set aside money for this purpose. For those who elect the payment option, payments will be made while funds are available. The District Payroll Office will process payments to employees.

How will participation be verified and validated?

The request form requires the employee to certify their submission is true and accurate with a signature and date. SEIU will validate that the participation is eligible for compensation. No other validation or verification will be required.

Who will keep track of employee flex bank balances?

Human Resources will keep track of flex bank balances.

How can accrued Flex Hours be used?

Flex bank hours can be utilized for any approved flex activity, additional professional development release time, and/or additional educational leave.

Is the use of flex time hours subject to supervisor approval?

All use of Flex Time is subject to the approval of the employee's supervisor.

Is there a limit of how many flex hours an individual may accrue or use?

There is no limit of how many hours an individual may accrue. However, the maximum allowed usage of hours from an employee's flex bank is twenty (20) hours per fiscal year.

Can employees use Flex Hours in advance of accrual?

No.

How will employees report their use of Flex Time to Human Resources?

After using flex bank hours, an employee will submit a Notice of Absence form, marking the option "Other" then adding the reason of Classified Flex Time in the Comments section.

What happens to unused flex hours when an individual is no longer employed with the District?

Flex bank hours will expire upon separation from the District. There is no cash value of hours accrued in the flex bank.

If payment is chosen, what will employee deductions and employer contributions be?

SEIU will pay the costs of all required employer contributions for Social Security, Medicare, Worker's Comp, and Unemployment. The employee's normal salary deductions will apply to this income.

If payment is chosen, how will this compensation affect employee's CalPERS/CalSTRS pension?

This income is not pensionable. It will not be subject to any PERS/STRS deductions and will not count toward an employee's service credit.

Memorandum of Understanding

between the

Service Employees International Union (SEIU) Local 1021

and the

Sonoma County Junior College District

regarding Article 24, District Police
March 30, 2017

This MOU addresses the consequences of these changes in Article 24 where affected.

The District and SEIU agree to implement Safety PERS for all sworn District Police staff

This will include:

- 2.7% at 57 years of age for classic and new members
- 12.5% employee contribution (rate subject to change, as of 2016/17)
- 13.479% district contribution (rate subject to change, as of 2016/17)
- Social Security opt-out
- One year final compensation for classic members and three year final compensation for PEPRA members (if required by PERS)
- All other details can be found in the valuation report options #1 & #2 dated 5/18/16
- This concludes all other interests under Article 24

AGREED TO ON MARCH 30, 2017

BY:

FOR THE DISTRICT'S TEAM:

Karen Furukawa or
Other Designee

FOR THE SEIU, LOCAL 1021 TEAM:

Jordan Mead

John Shaban

1/1

This page intentionally left blank.

SIDE LETTER TO ARTICLE 14, FILLING VACANT POSITIONS

SEIU Local 1021 and Sonoma County Junior College District

June 27, 2019

In response to the implementation of the Supplemental Early Retirement Program (SERP) which resulted in a significant number of retirements in the District, staffing guidelines will be followed as outlined in this Side Letter to address the classified vacancies. This Side Letter is proposed to address the most immediate staffing needs with subsequent Side Letters to be discussed for longer-range staffing needs. SEIU Local 1021 and the Sonoma County Junior College District agree that this Side Letter shall run concurrently with the "Guiding Principles for Staffing" adopted by the Board of Trustees on May 14, 2019.

These temporary guidelines are necessary to address the anticipated needs for filling key positions and the short and long range effects of unit members who are transferred, as the District is reorganized. The District and the Union will work together to ensure workloads are reasonable.

Goal of Increasing Time Bases for Part-Time Positions

In the process of reorganization and transfers, the District's goal will be to increase classified unit member positions from fewer than 20 hours to 20 hours or more to ensure eligibility for health benefits. Another goal will be to increase unit member positions that are less than full time (60%, 80%, etc.) to full-time positions, including unit members who work less than 12 months per year. These goals will be implemented with consideration given to budgetary constraints.

Filling Vacant Classified Positions

Transfer opportunities are available to unit members as outlined in Article 14 of the District/SEIU Contract. A "transfer" is currently defined as a move from one 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 grade.

This Side Letter is proposing that promotional opportunities for internal transfer within the District at a higher salary grade and classification be allowed during the District-wide reorganization.

Following are options for filling vacant positions under a District-wide reorganization:

INTRA-DEPARTMENTAL TRANSFERS

1. When there is a key vacancy within a department where there is only one unit member who meets the minimum qualifications and is serving in a single-incumbent position, the supervisor may fill the key vacancy by assigning the unit member to the higher level classification. The single-incumbent position that may be vacated by the transfer may be eliminated for budget reduction purposes.

2. When there are multiple unit members within a department who are interested in and qualified for a new vacancy in the department, the unit members may be offered the opportunity to submit a detailed letter of interest, resume and/or employment application to the supervisor in order to be considered for the vacant key position. The supervisor may request an interview and/or a skills test to assess the qualifications of the unit members. The supervisor may either offer the position to a unit member within the department or open the position to all qualified unit members.

DISTRICT-WIDE INTERNAL TRANSERS

1. Positions may be opened District-wide to all qualified unit members by the internal transfer process.
2. If not filled by the internal transfer process, a District-initiated transfer may then be considered.

Filling vacant positions by external recruitments will be the final option in order to keep the number of new unit members to a minimum.

Human Resources will monitor the hiring processes for transfers to ensure compliance with applicable law.

Meet and Confer

There will be a meet and confer as needed for District-initiated transfers, exceptions to these options, or to discuss the impacts of the District-wide reorganization on remaining unit members due to unfilled positions.

Addressing Temporary Staffing Needs

The District may employ Student Employees and Short-term, Non-Continuing Employees (STNCs) on an interim or temporary basis to fill key positions, as provided by law. The District agrees to provide training to all managers and supervisors on the correct use of STNCs per the Education Code. SEIU will provide input on and receive a copy of these training materials.

The District agrees to continue bargaining for the inclusion of Floater Positions into Article 14 during the 18/19 contract bargaining cycle.

This Side Letter is in effect until June 30, 2021 which is the anticipated transition period of the District-wide reorganization. Extensions can be considered if necessary to complete the process.

AGREED TO ON: June 27, 2019

BY:

FOR THE DISTRICT TEAM:

Karen Furukawa-Schlereth

Karen Furukawa-Schlereth or
Other Designee

FOR SEIU, LOCAL 1021 TEAM:

Debra Miller

Debra Miller

Aaron Burton

SIDE LETTER TO ARTICLE 14, FILLING VACANT POSITIONS
SEIU Local 1021 and Sonoma County Junior College District
August 27, 2020

TEMPORARY REASSIGNMENT PROCESS TO ADDRESS WORKLOAD ISSUES DURING REMOTE WORK ENVIRONMENT

On June 27, 2019, the District and SEIU signed a Side Letter to Article 14, Filling Vacant Positions (side letter) and agreed to continue bargaining for the inclusion of Floater Positions into Article 14. The side letter was developed in response to the implementation of the Supplemental Early Retirement Program (SERP) which resulted in a significant number of retirements in the District. Staffing guidelines were developed to address the classified vacancies. The side letter was negotiated to address the most immediate staffing needs with subsequent side letters to be discussed for longer-range staffing needs. SEIU Local 1021 and the Sonoma County Junior College District agreed that the side letter would run concurrently with the "Guiding Principles for Staffing" adopted by the Board of Trustees on May 14, 2019. The temporary guidelines provided in the side letter are necessary to address the anticipated needs for filling key positions and the short and long-range effects of unit members who are transferred, as the District is reorganized.

When the District faced the challenge of addressing work environment restrictions with COVID-19 in Spring 2020, most unit members transitioned to working remotely, if they had duties that could be performed remotely. This has resulted in some unit members experiencing heavier workloads than normal due to the demands of providing service in a remote environment, while other unit members are not able to work their full time base. To address this imbalance and meet the needs of the District, this proposal will initiate the 'Floater Pool' concept created in the side letter.

In July 2020, the District conducted a Classified Workload Survey by requesting that Management Team members provide information regarding areas that were in need of assistance and identify unit members in their areas who were not working their full time base. To address these and any other additional needs and potential temporary transfer opportunities that are identified, the District and SEIU agree to utilize the process outlined below:

1. Define the temporary assignment
    a. Duration of the assignment (start date and end date)
        - Short-term: 6 months or less (temporary impact); no impact to classification or seniority
        - Long-term: Greater than 6 months (ongoing need);
        - The District and SEIU will consider impacts to classification and seniority, and whether the situation should be addressed permanently.
    b. Expected time needed (weekly hours and preferred work schedule)
    c. Type of Assignment:
        - Covering a leave
        - Completing a project
        - Demand surge
        - Safety monitors
        - Remote or On-site

d. Funding Source: assumption that the cost of salary and benefits will continue to be paid by the primary department. Consider any funding issues, especially for categorical programs/grants that are volunteering unit members to temporarily be transferred to another department.

2. The District will periodically survey the Management Team to identify areas of need and define the needs of the temporary assignments as specified above, including requesting a detailed description of duties to be performed and identifying the classification (job title) whenever possible.

    a. Explore departmental options first: departments should review and exhaust internal options for retasking staff within the department before considering temporary transfers of unit members into or out of their department. In situations where there is no change in classification and the unit member is working 80% or more of their duties within classification, the employee is working within their regular time base, supervisors are in agreement and the employee is willing to help out on a partial basis in other areas, this could be handled informally within the department rather than considering this to be a formal temporary transfer.

3. SEIU will periodically notify unit members of current District-wide needs based on the feedback received from the Management Team Survey. SEIU will contact any unit members who respond to this notification as well as unit members identified in the Management Team survey to determine their areas of expertise and if any immediate matches can be made for temporary transfers.

4. SEIU will inform the District of the results of their contact with unit members. The District and SEIU will meet and confer to discuss placement of employees into temporary assignments. The following will be considered:

    a. Prioritizing needs that can save District funds.

    b. Determining whether a probationary period for the temporary assignment is necessary (service in temporary assignment is not subject to evaluation as long as the assignment remains temporary).

    c. Identifying if there would need to be a change in classification for the temporary transfer.

        - Avoid temporary assignments that would require working out of class or increases in time base and changes in classification, whenever possible.
        - Work duties out of the unit member's classification which amount to 20% or less of total duties are not considered to be working out of class.
        - Unit members will be compensated at their normal pay grade when performing any duties that are typically at a lower grade (Z-rated).
        - If there will be a change in classification, SEIU and the District will consider impacts on seniority.

d. Communicating safety protocols and re-educating existing staff on protocols within the office; considering high-risk individuals or other issues that would prevent staff from working on site

e. Considering best fit, personalities, availability and need for supervisors in both departments and unit members to communicate regularly about workloads that may affect temporary assignments

f. Assigning very specific projects/tasks to avoid confusion over responsibilities; considering training issues and time to learn new duties.

g. Addressing filling of STNC assignments with temporary assignments for unit members.

5. SEIU and the supervisors will meet with Human Resources to discuss the terms of the temporary assignment. The unit member may choose to participate in this meeting.

6. Board approval is required for any additional compensation or changes in classification or time base. A Personnel Action Form will be processed in all situations for recordkeeping purposes.

AGREED TO ON 08/31/2020

BY:

FOR THE DISTRICT'S TEAM:

Sarah Hopkins (Aug 31, 2020 16:55 PDT)

Sarah Hopkins or
Other Designee

FOR THE SEIU, LOCAL 1021 TEAM:

Jordan Mead (Sep 8, 2020 10:34 PDT)

Jordan Mead

Aaron Burton (Sep 8, 2020 10:38 PDT)

Aaron Burton

This page intentionally left blank.

SIDE LETTER TO ARTICLE 14, FILLING VACANT POSITIONS

SEIU Local 1021 and Sonoma County Junior College District

Revised June 24, 2021

In response to the implementation of the Supplemental Early Retirement Program (SERP) which resulted in a significant number of retirements in the District, staffing guidelines will be followed as outlined in this Side Letter to address the classified vacancies. This Side Letter is proposed to address the most immediate staffing needs with subsequent Side Letters to be discussed for longer-range staffing needs. SEIU Local 1021 and the Sonoma County Junior College District agree that this Side Letter shall run concurrently with the "Guiding Principles for Staffing" adopted by the Board of Trustees on May 14, 2019.

These temporary guidelines are necessary to address the anticipated needs for filling key positions and the short and long range effects of unit members who are transferred, as the District is reorganized. The District and the Union will work together to ensure workloads are reasonable.

Goal of Increasing Time Bases for Part-Time Positions

In the process of reorganization and transfers, the District's goal will be to increase Classified unit member positions from fewer than 20 hours to 20 hours or more to ensure eligibility for health benefits. Another goal will be to increase unit member positions that are less than full time (60%, 80%, etc.) to full-time positions, including unit members who work less than 12 months per year. These goals will be implemented with consideration given to budgetary constraints.

Filling Vacant Classified Positions

Transfer opportunities are available to unit members as outlined in Article 14 of the District/SEIU Contract. A "transfer" is currently defined as a move from one 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 grade.

This Side Letter allows for promotional opportunities for internal transfer within the District at a higher salary grade and classification during the District-wide reorganization.

Following are ~~options~~ the steps for filling vacant positions under ~~a~~ the District-wide reorganization~~. Positions may be filled in the most appropriate manner given the circumstances under consideration for each vacancy that arises~~:

~~OPTION~~ STEP 1: DISTRICT-WIDE INTERNAL TRANSFER

Positions ~~may~~ will be opened District-wide to all qualified Classified unit members ~~by~~ through the internal transfer process~~, however it will be open internally~~. All positions will be advertised internally for two weeks.

~~OPTION~~ STEP 2: DISTRICT-INITIATED TRANSFER

If not filled by the District-wide internal transfer process, a District-initiated transfer may be considered.

~~OPTION~~ STEP 3: EXTERNAL RECRUITMENT

Filling vacant positions by external recruitment will be the final option after ~~Options~~ Steps 1 and 2 have been exhausted in order to keep the number of new Classified unit members to a minimum.

Human Resources will monitor ~~the~~ all hiring processes ~~for transfers~~ to ensure compliance with applicable law.

Meet and Confer

There will be a meet and confer as needed for District-initiated transfers, exceptions to these options, or to discuss the impacts of the District-wide reorganization on remaining Classified unit members due to unfilled positions.

Addressing Temporary Staffing Needs

The District may employ Student Employees and Short-term, Non-Continuing Employees (STNCs) on an interim or temporary basis to fill key positions, as provided by law. The District agrees to provide training to all managers and supervisors on the correct use of STNCs per the Education Code. SEIU will provide input on and receive a copy of these training materials.

For the duration of this Side Letter, the District agrees to continue bargaining for the inclusion of Floater Positions into Article 14~~. during the 21/22 contract bargaining cycle.~~

This Side Letter is in effect until June 30, 2024 which is the anticipated transition period of the District-wide reorganization and long-range plan to fiscal stability. Extensions can be considered if necessary to complete the process.

AGREED TO ON: _____, 2021

BY:

FOR THE DISTRICT TEAM:

Sarah Hopkins (Jun 30, 2021 09:45 PDT)

Sarah Hopkins or
Other Designee

FOR SEIU, LOCAL 1021 TEAM:

Jordan Mead (Jun 30, 2021 13:58 PDT)

Jordan Mead

Aaron Burton (Jun 30, 2021 14:41 PDT)

Aaron Burton

Sonoma County Junior College District and SEIU Local 1021
Side Letter Addressing Impacts of COVID-19 / Contracting Out
January 12, 2021

SEIU 1021 /District Side Letter for Contracting Out Bargained Work

1. The District and the SEIU Local 1021 agree to temporarily allow the contracting out of providing external childcare to student parents who have children enrolled in the SRJC Children's Center to Community Childcare Council of Sonoma County 4Cs while the SRJC Children's Center is closed due to impacts of the COVID-19 pandemic.

2. The number of hours that parents are able to receive external childcare for will be equal or less to the number of hours they would normally receive childcare for from the SRJC Children's Center.

3. This agreement expires at the end of the Spring 2021 term.

4. This agreement is non-precedent setting and both the District and SEIU local 1021 agree that it is only allowable because of the COVID-19 pandemic.

AGREED TO ON 01/21/2021

BY:

FOR THE DISTRICT'S TEAM:

Sarah Hopkins (Jan 21, 2021 16:44 PST)

Sarah Hopkins or
Other Designee

FOR THE SEIU, LOCAL 1021 TEAM:

Jordan Mead (Feb 2, 2021 08:46 PST)

Jordan Mead

Aaron Burton (Feb 2, 2021 10:37 PST)

Aaron Burton

This page intentionally left blank.

Sonoma County Junior College District and SEIU Local 1021 (Classified Unit)
Side Letter Addressing Stipend to Offset Costs of COVID-19
Transition to Remote
April 8, 2021

As a result of the COVID-19 pandemic, Classified Professionals transitioned to a remote or significantly different working environment. SEIU and the District agree that there have been monetary impacts to Classified Professionals as a result of these changes.

Every unit member who has transitioned to working remotely in Fall 2020 or Spring 2021 shall be eligible for a stipend of up to $200 to reimburse for costs of going remote, including technology costs, supplies or other critical needs due to the transition.

Stipends will be claimed by submitting an agreed upon form to the District by May 28, 2021.

This agreement is for the Spring 2021 semester only and shall not be precedent setting.

AGREED TO ON APRIL 8, 2021

BY:

FOR THE DISTRICT'S TEAM:

Sarah Hopkins (Apr 20, 2021 17:55 PDT)

Sarah Hopkins or
Designee

FOR THE SEIU, LOCAL 1021 TEAM:

Jordan Mead (Apr 26, 2021 13:44 PDT)

Jordan Mead

Aaron Burton (Apr 26, 2021 14:33 PDT)

Aaron Burton

This page intentionally left blank.

Sonoma County Junior College District and SEIU Local 1021 (Classified Unit)
Side Letter Addressing Impacts of COVID-19
Article 22 – Employee Education and Training
April 15, 2021

SEIU 1021/District Side Letter for Mandatory COVID Training

1. The Educational Employment Rights Act requires that the District provide notice to SEIU Local 1021 of its intent to provide District employees with COVID training, per Title 8 – (Cal/OSHA) COVID-19 Emergency Temporary Standards.
2. The District and the SEIU Local 1021 agree to make this training mandatory for Classified Unit Members, and must be completed by all unit members no later than May 28, 2021.
3. The training will be offered through Keenan SafeColleges Online Training program. The training takes approximately 30 minutes to complete during a unit member's regular work shift.
4. Unit members who complete the training by May 28, 2021 will be entitled to a one-time professional development stipend of $25. Unit members who have not completed the training by May 28, 2021 forfeit eligibility for a stipend, and their supervisors will be notified to ensure that the training gets completed no later than June 30, 2021. Reasonable exceptions (approved leaves, new hires, e.g.) will be considered.
5. This agreement expires when the District's obligation to provide this training ends. As of the date of this agreement, this obligation ends effective October 2, 2021.
6. District and SEIU local 1021 agree that this professional development stipend is payable with CARES funds due to the impacts of the COVID-19 pandemic.

AGREED TO ON 04/20/2021

BY:

FOR THE DISTRICT'S TEAM:

Sarah Hopkins (Apr 20, 2021 17:55 PDT)

Sarah Hopkins or
Designee

FOR THE SEIU, LOCAL 1021 TEAM:

Jordan Mead (Apr 26, 2021 13:44 PDT)

Jordan Mead

Aaron Burton (Apr 26, 2021 14:34 PDT)

Aaron Burton

This page intentionally left blank.

Memorandum of Understanding

between

Sonoma County Junior College District

and

Service Employees International Union (SEIU)

Article 19 CLASSIFICATION/RECLASSIFICATION

The District and SEIU agree to commission a comprehensive Classification Review and Salary Study of the Classified Unit. The District is to bear the cost of commissioning this Study.

The District and SEIU agree that selecting the vendor to commission this comprehensive Classification Review and Salary Study will be an open-minded RFP process. The selected vendor will propose the review methodology, and this same process will be used to review all of the positions in the Classified Unit. In addition, this methodology will be used to review classified positions during an annual review cycle. The District and SEIU will agree on the vendor.

The comprehensive Classification Review and Salary Study will be an employee-driven process with Supervisor input. The unit member will provide initial input, with a review opportunity and appeal process.

The regular CRC process will be on hiatus for fiscal years 2017/18 and 2018/19.

Timelines for the Comprehensive Classification and Salary Study

The RFP process to select a vendor will commence in the Fall 2017. The comprehensive Classification Review and Salary Study will commence immediately after award of the contract to the selected vendor, or as soon as possible thereafter.

Results of the Study will be due to SEIU/District Negotiations by January 1, 2019 or as soon as possible thereafter. SEIU/District will negotiate the effects and implementation of the study January-June, 2019 with a target implementation date of July 1, 2019

In addition to the above, the District and SEIU agree to negotiate the following factors during January– June, 2019:

- Revised CRC process effective date.
- SRJC placement in relation to comparable entities.
- Z-Rating.
- Unit members moving to lower steps to ease implementation burden.
- Restarting annual review cycle

Off-Schedule Reviews

The District and SEIU agree that Off-schedule reviews will continue during the comprehensive Classification Review Process with the following conditions:

1. The cut-off date for any new Off-Schedule reviews will be effective October 10, 2017

2. Classification reviews triggered by events specified in Article 19.5.2. outside of the Study will only be considered in extreme circumstances. For example:

   a) Unanticipated situations (to be determined by the SEIU President, Vice President of Human Resources, and the CRC Co-Chairs)
   b) New positions that cannot be described by an existing job description (to be determined by CRC)
   c) Categorically funded positions that require specific job titles/classifications

3. Any positions that have gone through an off schedule review will be reviewed again under the new process after the implementation of the full classification review. Those results shall be implemented retroactively to the date of the implementation of the full classification review.

Comparable Entities for Salary Study

The District and SEIU will agree on comparable entities, which will consist of a number of Community/Junior Colleges that are similar to SRJC and a number of Bay Area public sector employers. Only base salary will be compared between entities. The selected vendor will propose how disputes regarding classification matches between entities will be resolved in their RFP submission.

For the District's Team:

Karen Furukawa 9/7/17

Karen Furukawa
Vice President, Human Resources

For the SEIU, Local 1021 Team:

Jordan D Mead 9/7/17

Jordan Mead
SEIU Vice President, Local 1021

Del Mallory 9/7/17

Del Mallory
Field Representative, SEIU, Local 1021

Amended 5/23/19

Side Letter on Memorandum of Understanding - Article 19

SEIU Local 1021 & Sonoma County Junior College District

Effective until June 30, 2021

Memorandum of Understanding - Article 19 Classification/ Reclassification (Temporary Amendment)

SEIU Local 1021 and the Sonoma County Junior College District recognize the need to consider off-schedule reviews in a limited capacity. This has become a necessity due to delays in the comprehensive Classification Review and Salary Study of the Classified Unit.

The delay in implementing the study has been an unanticipated situation as described in the Memorandum of Understanding which may warrant an off-schedule review. Therefore, any situations where unit members have been working out of classification for at least 12 consecutive months since November 1, 2017 will be considered for off-schedule reviews. through December 31, 2019

This Side Letter agreement is limited in scope and seeks to amend the Memorandum on a temporary basis. The remainder of the Memorandum of Understanding remains in effect. Amended on 5/23/19 per Team.

Once the effective date of the Memorandum of Understanding has expired, the parties shall follow existing contract language for Article 19 that was in effect before this Side Letter.

For the District's Team:

Karen Furukawa

Date 5/16/19

For the SEIU Local 1021 Team:

Debra J. Miller

Date 5-16-19

5-16-19

This page intentionally left blank.

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.

AGREEMENT, 1
Copies of, to unit members, 14

APPENDICES, 133-175
A) Salary Schedule, Classified, 133
B) Medical Insurance Benefit Plans, 137
C) Evaluation Forms:
C.1 Classified Probationary, 141
C.2 Classified Form, 143
C.3 Classified Short Form, 151
C.4 District Police, 155
D) PERB-Certification of a Representative, 159
E) Winter Holiday Calendar Cycle, 161
F) 1. Summer Hours Agreement, 163
2. Sample of Alternative Work Schedule (Summer 2015), 164
3. Summer Hours Memo, 165
G) Notification of Agency Shop Implementation, 167
H) Shift Differential Schedule, 169
I) Position by Component Group, 171
J) Yearly Classification Schedule and Important Deadlines, 173
K) Memorandum of Understanding, 175
L) Side Letter – District/SEIU Joint Labor Management Committee, 177
M) Side Letter – Classified Open Recruitment Screening Criteria, 181

Assigned Time
Adjustment (longer than 20 days), 22
Reduction, 22
Bilingual Skills, compensation, 34
Board Agenda Minutes, copies of, 13
Break Periods (rest periods), 23
To shorten work day, 19, 21, 22
Budget, Annual, copies, 13
Bulletin Boards, use of, 13

CAMPUS POLICE (SEE "DISTRICT POLICE")

Catastrophic Leave, 63

CLASSIFICATION/RECLASSIFICATION, 95-99
Cause for review, 98
Classification process and timelines, 96
Composition of Classification Review Committee, 95
Classification review schedule, 95
Creation of a New Position, 98
Departmental reorganization, 98
Direction and methodology, 95
Events Triggering an Off-Schedule Review, 98
Forms, 99
General Indications, 97
Implementation of CRC Recommendations, 99
Move to new facility, 98
New classifications, 99
Off schedule reviews, 97
Procedure to Request an Off-Schedule Review, 98
Technology change, 98

Classified Executive Council (CEC)/
Appointments, for Classified Committees, 15
CEC Council Members, 15
Governing body, 14
President, 14
Release Time For, 15
Classified Representation, on committees, 15
Committee Assignments, 15
Appointments, 15
Interview & Standing Committees, 15
Commute Alternatives, 40
Compensatory Time, 23
Accrual limit (hours), 24
CTO timelines, 24
Denial of requested CTO time off, 24
Request to Use, 24

CONCERTED ACTIVITIES, 91
Lockout, 91
SEIU Compliance, 91
Strike, Work Stoppage, Etc., 91

CONTRACTING BARGAINING UNIT WORK, 117

Copies:
Agreement, 14
Personnel file information, 11
Core Hours, 19

DEFINITIONS, i-iii

Derogatory material, in Personnel File, 11

DISCIPLINARY ACTION, 109-113
Causes, 111
Definitions, 110
Disciplinary Action, 109
Non Grievable, 113
Probationary, 111
Dismissal Without Cause, 111
In Promoted/Transfer Position, 109
Procedures for Discipline, 112
Progressive, 109
Reasonable Cause, 109, 110
Request for Hearing, 112

Arbitrator, 112
Cost of, 113
Two (2) Year Limit, 110

DISTRICT POLICE, 119-124
Appeal Process, 120
Chain of Command, 123
Discipline, District Police, 122
Employment Agreement, 119
Evaluations, District Police, 119
Frequency, 119
Field Training Officer (FTO)
Assignments, 123
Holiday Pay, 124
Labor Code Section 4850, 123
Law Enforcement Association (LEA), 123
Policy Manual, 123
P.O.S.T. Training, 120
Probationary Period, District Police, 119
Shift Assignments, District Police, 120, 25
Rotation, 121
Seniority, 120
Special Assignments, 123
Training, 122
Uniform Allowance, District Police, 122
Cleaning Allowance, 122
Worker's Compensation, District Police, 122

DISTRICT RIGHTS, 5

EMPLOYEE EXPENSES AND MATERIALS, 35-40
Commute Alternatives, 40
District Equipment, Use of, 40
Licenses and Certificates, 40
Personal Vehicle, Use of, 39
Physical Examinations, 40
Replacing or Repairing Employee's
Property, 39
Uniforms for Facilities Operations and Shone
Farm Classified Employees, 37
Options With Mandatory Shirts, 37
Protective Clothing & Safety Gear, 39
Reimbursement, 37
Work Clothes for Other Classified
Positions, 38

Employees, New, 14
Copy of Agreement, 14
Orientation Meetings, 14
Placement on Salary Schedule, 30
SEIU Presentation/Video, 14
Equipment, District & Prior Approval, 40

EVALUATION AND PERSONNEL FILES, 9-12
Appeal, 11
Discussion (with evaluator), 11
Evaluation Forms and process, 9
Evaluation, 9
Frequency, 9
Personnel Files, 11
Purpose, 9
Special Evaluation, 10
Withholding Step Increases, 31
Written Response, 11

Facilities, use of for SEIU meetings, 13
Family & Medical Leave, 65
Forms, Evaluation, 9
Four/Ten (4/10) Work Schedule, 18, 19

FILLING VACANT POSITIONS, 77-82
Advancement, 81
Applying for Transfer or Promotion, 77
Classified Interview Committees, 82
Definitions, 77
District-Initiated Transfer, 79
Eligibility, 77
Failure to Complete the Probationary
Period, 79
Filing, 80
Notice Contents, 80
Posting of Vacancy Notice, 80
Probationary Period, 79
Reinstatement After Resignation, 81
Selection for Transfer or Promotion, 81

FRINGE BENEFITS FOR RETIREES, 85-89
Administration, 84
Definition, 85
Dental, 85 – 89
Early Retirement Option, 86 – 89
Eligibility, 87 – 89
Incentive Plan, 86
Procedures, 89
~~Memorandum of Understanding,~~
~~Appendix L, 175~~
Open enrollment, 86
Spouse eligibility, 85
Stipend, 85

GRIEVANCE PROCEDURE, 71-75
Definitions, 71
Extension of Time Limits, 74
Formal Level (I), 72
Time Limit to Report, 72
Time Limit, VP Human Resources, 72
Formal Level (II), 73

Appeal, Time Limit, 73
Time Limit for Sup./Pres., 73
Formal Level (III), 73
To Appeal Level II, Time Limit, 73
Arbitrator, 73
Board of Trustees, Time to Respond, 74
Cost of Arbitration, 74
Formal Level (IV), 73
Informal Level, 72
Job Steward, 71
Release Time, 71
Notice of Absence Form, 72
Miscellaneous, 74
Personnel Files, 11
Representation, With or Without SEIU, 75
Step Increase (denial of), 31
Variable Schedule Requests, (denial of), 19
Work Time, During, 74

HEALTH AND WELFARE BENEFITS, 41-46
403(b) Pension Plan, 45
Benefit Plans, 44
Benefits Administration, 46
Continuation of Benefits,
(While on Paid Leave), 45
Dental, 42-45, 58, 67
Disability, 42-45
Eligibility, 43
Early Retirement Option, 81, 85, 86
Eligibility, 87, 88
Incentive Plan, 86
Part-Time (50% or More), 43
Procedures, 89
Employee and Dependent Insurance
Coverage, 41
Fringe Benefits Committee, 46
LTD Benefit/Health Coverage, 45
Open Enrolment, 43
PERS (Informational Item Only), 45
PERS "Pick-Up" (Tax Treatment), 45
Retirees, Fringe Benefits for, 85
Requirement for Stipend, 85
SEIU Health & Welfare Benefits
Reserve Fund, 46
Student Health Fee Waiver, 45
(For Employees Enrolling Classes)

HOLIDAYS, 47-49
Additional Holidays, 47
College Calendar, 49
Eligibility, 48
Floating Holiday, 48
Holiday Entitlement, 47
Holiday Calendar Cycle,
Appendix E, 161
Saturday/Sunday Holidays, 47
Winter Holiday Closure, 48

HOURS OF EMPLOYMENT, 17-27
Assigned Time, Adjustment in, 22
Assigned Time, Reduction in, 22
Call Back Time, 25
Call in Time, 25
Compensatory Time, Accrual, 21, 23
Employment Status, 26
Four/Ten (4/10) Work Schedule, 19, 21
Home, Working at, 18
Job Sharing, 27
Lunch Period, 22
Not to Shorten Work Day, 22
Variable Schedule, 22
Nine/Eight/One (9/8/1) Work Schedule, 19
Overtime, Distribution of, 25
Overtime, 18, 20, 21, 23, 24, 25
Approval, 23
Assigned by Supervisor, 23
Rest Period, 23
Compensation During, 23
Not to Shorten Work Day, 23
Shift Differential, Hours in, 25
Shift Differential for Full-Time
Temporary Day Shift Assignment, 26
Unit Members, 25
Voluntary Request for, 26
Split Shift, 26
Voluntary Request For, 26
"Summer Hours" Schedule, 21
Core Hours, 21
Grievable, 22
Start of Schedule, 21
Starting/Quitting Times, 21
Variable Request, Approval, 22
Variable Scheduling, 19
Conditions of, Holidays, Overtime,
Vacation, Sick Leave, 20, 21
Denial/Not Grievable, 19
Requests For, 19
Time Frame to Request, 20
Voting Time, 27
Work Day, 19
Work Schedule A:
Hourly Instructional Employee, 17
Accepting an Additional Position, 17
Work Schedule B:
(Formerly 10-Mo. Employee), 17
Work Schedule C:
(Formerly 11-Mo. Employee), 18
Work Week, 18
Work Year Descriptions, 17

Human Resources Agenda, copy to SEIU, 13

INSTRUCTION, 115
- In-Service Training, 115
- Instruction, 115
  - Approval, 115
  - Flex Schedule, 115
  - Release Time, 115
  - Travel, 115
- Release Time, 115

Job Sharing, 27

LAYOFF PROCEDURES, 101-107
- Application, 103
- Computation of Seniority, 101
- Computation of Seniority When Classifications Change, 102
- Definitions, 101
  - Voluntary Consent, 101
- Displacement Rights, 104
  - Anniversary Date, 105
  - Different Position, Salary Placement, 105
  - Longevity, 105
- Miscellaneous, 107
- Notice, 105
- Reemployment Rights, 106
  - 39-Month Re-Hire, 106
  - Reemployment List, 106
  - Substitute Employee, 107
  - Voluntary Demotion, 106
- Retirement in Lieu of Layoff, 106
- Seniority Procedures, 101
  - Reclassification/Transfer, 102
- Seniority Lists, 103
- Specially Funded Programs, 105

LEAVES OF ABSENCE, 55-69
- Accrual of Benefits,
  - 39-Month Re-Hire, 63
  - Health & Welfare Coverage, 63
  - Paid Leave, 59
  - Unpaid Leave, 63
- Bereavement Leave, 55
  - Using Personal Necessity, 62
- Catastrophic Leave, 63
  - Approval of Request, 64
    - Procedures, 64
    - Maximum Hours, 64
  - Donations by Other Unit Members, 64
    - Limits on Donations of SL, Vac,
    - • To Members Within Unit, 64
    - • To Members Outside Unit, 64
  - No Accrual of SL/VAC While On, 64
  - Unused Donated Hours, 65
- Child Rearing Leave, 62
- Court Witness, 55
- Concurrent Running of Leaves, 68
- Continuation of Health and Welfare Benefits, 67
- Credit for Sick Leave, 59
  - Retirement, 59
  - Transfer to Another California Public School, 58
- Custodial Substitute Utilization, 65
- Duration of Leave, 66
- Eligibility, 65
- Family Care & Medical Leave, 65
  - Concurrent Running Leaves, 68
  - Disability of Unit Member, 66
  - Health & Welfare Benefits, Continuation of, 67
    - Status While on Leave, 67
  - Husband, Wife and/or Registered Domestic Partner, 68
  - Right of Reinstatement, 68
  - Seniority, 63, 67
  - Use of Sick Leave, 67
  - Verification, 68
- Family School Partnership Act, 69
  - Time Off For, 69
- General Leaves, 62
  - Continuation of Benefits, 67
  - Duration, 66
  - Granting, Conditions for, 66
  - Unpaid, Procedures;
    - 10 Days - 1 Year, 62
    - For Training/Study, 63
- Husband, Wife and/or Registered Domestic Partners who are Unit Members, 68
- Immediate Family, 55
- Industrial Accident and Illness Leave, 59
  - 39-Month Re-Hire, 60
  - Disability Retirement, 61
  - Eligibility, 59
- Examination, Physical/Mental, 58
  - Leaves Exhausted, 60
  - Max. Days Per Injury, Per FY, 59
  - Rehabilitation Benefits, 61
  - Return Requirements, 60
    - Right to, w/o Recruitment, 61
    - With Duty Restrictions, 60
  - Transfer, 61
- Jury Duty, 55
- Maternity, 59
- Military Leave, 56
- Monitoring Absences, 69
- Personal Necessity Leave, 61

Adoption, 62
Conditions for, 62
Maximum Days/Year, 61
Purposes for Which Leave May Be Taken, 66
Right to Reinstatement, 68
Sick Leave, 56
Credit for Retirement, 59
Eligibility, New Employee, 56
Employed Less Than:
Five Days/Week, 57
Full Fiscal Year, 56
Notice to Supervisor, 57
Return to Work, 57
Transfer Balance to Other California Public School Employer, 58
Verification to Return, 58
Status While on Leave, 67
Terms Respecting Leaves of Absence, 63
Time for Commencement of Leave, 67
Training/Study, 63
Unit Member Notice, 67
Verification, 68
Worker's Compensation, 59

Lodging, Reimbursement, 32
Longevity, (see 'Pay Allowances'), 32
Dispute regarding, 33
Lunch Period, to shorten work day, 22
Long Term Disability, 45
Mail System, mailboxes, use of, 13
Meals, reimbursement, 32
Membership, 8
Authorization, (3.1 Check Off), 7
Deductions, 7
Maintenance, 8
Termination of, 8
Mileage, Personal Vehicle,
Agreement, Property & Liability Ins., 39
Reimbursement, 31
Nine/Eight/One (9/8/1) Flex Schedule, 19

ORGANIZATIONAL RIGHTS, 13-16
Classified Executive Council, 14
Committee Assignments/ Interview Committees, 15
Copies of Agreement, 14
Copies of Documents to SEIU, 13
Hire Date and Classification Roster, 13
Ratification, 16
SEIU Conferences, 14
Release Time, 15
Use of School Facilities for, 13
Services Provided, 13

ORGANIZATIONAL SECURITY, 7-8
Agency Shop Implementation, 7
Check Off, 7
Deductions, COPE, 7
Dues Deduction, 7
Hold Harmless, 8
Membership, Maintenance of, 8
Non-Discrimination, 8

Orientation Meetings for New Employees, 14
Overtime, 18, 20, 21, 23, 24, 25
(Also See Hours of Employment)
Authorization, 23
Call in, 25
Called back, after completion of regular assignment, 25
Holiday Pay, 20
Part-Time Employee, 24
Pay/Compensatory Time, 23
Personal Burden, 25
Right to Decline, 23
Shift Differential, 25

PARKING, 125

PAY AND ALLOWANCES, 29-34
Bilingual Skills, 34
Compensation During Training Periods, 34
Compensation for Unit Member Working Out of Classification, 33
Court Witness, 55, 62
Meals, Mileage, Parking, 56
Jury Duty, 55
During Regular Assignment, 56
Meals, Mileage, Parking Expense, 56
Longevity, 32
Dispute regarding, 33
Grievable, 33
Lump Sum Payment, 31
Mileage, 31
Pay, Rate of, 29
Payroll Errors and Lost Checks, 30
Placement on Salary Schedule, 30
Reallocation, Placement, 31
Reclassification, Promotion or Reallocation, 31
Reimbursement for Lodging, 32
Reimbursement for Meals, 32
Retroactive Wage Increase, 29
Salary Schedule, Classified
Appendix A, 133
Step Increases, 30

Less than 50% employees, hours required, 31

Time of Payment, 30
Training, Mandated, 34
Working Out of Classification, Compensation for a Unit Member, 33

Permanent Status, 9
Personnel Files, 11
Confidentiality, 12
Derogatory, time limit, 11
Derogatory Information in, 11
Grievance, Right to File, 12
Procedures for placing derogatory information in, 11
Procedures for reviewing personnel file, 11
Removal of Documents in, 12
Physical Exam, Required, 40
TB, Required, 40
Probationary Period, 9
Extension of, 9
Failure to Complete in Promoted Position, 79

Promotion, 77-78, 97, 102
Ratification Sessions; and Release Time, 16
Reclassification, 31, 95

RECOGNITION, 3

Reduction in Assigned Time, 22
(Also Art. 20, Layoff Procedures), 101-107
Reimbursement:
Certificates, 40
Clothing, 35
Jury Duty, 55
Licenses, 40
Lodging, 32
Meals, 32
Mileage, 31
Physical Exams, Required, 40
Revocation of Vacation, 54
Training, Mandated, 34
Release Time, 14, 15, 16, 72, 83, 115
CEC Members, 15
In-Service Training, 115
Instruction (classes), 115
For President, CEC, 14
Ratification Sessions, 16
Safety Committee Members, 83
SEIU Conferences, Paid/Unpaid, 14
Rest Period, 19, 23
To Shorten Work Day, 23
Retirement, Sick Leave Credit, 59
Retirement, Fringe Benefits for, 85
Retirement, Requirement for Stipend, 85
Roster of Unit Members, 13

SAFETY, 83
Committee, Safety Composition, 83
Equipment, Safety, 83
Meetings, Safety, 83
Non-Discrimination, Safety, 83
Release Time, Safety, 83

Salary Schedules:
Classified, Appendix A, 133
Rate of Pay, 29
SEIU Conferences, 14
Release Time, 14

SEVERABILITY, 93
Replacement for Severed Provision, 93
Savings Clause, Severability, 93

Shift Differential, 25
Voluntary Flexible Schedule, 26
Social Security, 403(b) in lieu of, 45
Split Shift, 26
Voluntary Flexible Schedule, 26
Step Increases, 30
Less than 50% employees, hours required, 31
Withholding, 31
Stipend, for Retirement, 85
Summer Hours Schedule, 21
TB Exams, Reimbursement, 40

TERM OF AGREEMENT, 127

Training, Mandated & Compensation, 34

Transfer, 77
Definition, 77
District initiated, 79
Rejected, Process, 78
Time Limit to Request, 77
Transfer Line, 77
Transfer Request Form, 139 Appendix C
Uniforms:
District Police, 122
Facilities Operations, 35

VACATION, 51-54
Accumulation, 52
Eligibility, Vacation, 51
Part-Time, 51

Holidays During Vacation, 53
Interruption of Vacation, 54

Pay Upon Termination, Vacation, 54
Pay, Vacation, 54
Pay-Off, Vacation, 54
Postponement, Vacation, 54
Revoked, 54
Reimbursement for, 54
Scheduling of Vacation, 53

Variable Scheduling, 19
Vehicle, personal use, 39
Liability Insurance, 39
Voting, Time Off for Statewide Elections, 27
Notice of Time Off Request, 27
Posting of Notice, 27
Winter Holiday Closure, 48
Schedule, 161
Work Day, 19
Work, at Home and Approval, 18
Work Week, 18
4/10 Schedule, 19
Work Year,
Calculations for less than
12 months/year assignment, 17
Worker's Compensation, 59, 64
Working out of Class, compensation, 33
More than five (5) working days, 33