

AGREEMENT

BETWEEN

SONOMA COUNTY JUNIOR COLLEGE DISTRICT

AND

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)
LOCAL 1021

**SHORT-TERM, NON-CONTINUING
(STNC) UNIT**

JULY 1, 2021 – JUNE 30, 2024

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AGREEMENT

THIS AGREEMENT, made and entered into on January 28, 2021 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”.

Article 1 RECOGNITION

§ 1.1 The District hereby acknowledges that SEIU, Local 1021 is the exclusive bargaining representative for all Short-Term, Non-Continuing (“STNC”) Employees holding those positions described in Appendix A, and as set forth in the December 18, 2017 Settlement Agreement between the District and SEIU, Local 1021, incorporated by reference as part of this agreement.

Professional experts and student employees are excluded from the bargaining unit. “Student employee” is defined as follows: Student employees may be assigned to clerical, technical, general labor or other duties related to the instructional or administrative functions of the college. They are not part of the Classified service or the STNC Unit. 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). PALS employees are not student employees and are in the STNC Unit.

Article 2 UNION SECURITY

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

§ 2.1.1 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.

§ 2.1.2 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.

§ 2.1.3 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).

§ 2.1.4 STNC Unit membership status shall remain unchanged from one Personnel Action Form (PAF) to another. Any change to membership shall be in compliance with 2.1.3.

§ 2.1.5 Should a STNC Unit Member move into the Classified Unit, membership status shall remain unchanged. Any change to membership shall be in compliance with 2.1.3.

§ 2.1.6 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.

§ 2.2 Non –Discrimination

§ 2.2.1 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, hair texture or hairstyles associated with a particular race or national origin, 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.

Article 3 UNION RIGHTS

§ 3.1 Definition of a Unit Member

The STNC Unit shall not include professional experts or student employees. Peer Assisted Learning Specialist (PALS) employees are not student employees and are included in the STNC unit (please see the SEIU/District Classified Unit Contract for definitions of professional experts and student employees).

§ 3.2 Dignity Clause

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

§ 3.3 Services Provided

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

§ 3.3.1 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;

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

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

§ 3.4 Hire Date and STNC Roster

§ 3.4.1 The District shall provide SEIU a roster of all bargaining unit members every August and January which would include unit member's name, hire date, hourly rate, job title, departmental assignment, job site, and time period of employment.

§ 3.5 Copies of Agreement

§ 3.5.1 District shall provide an electronic copy of this Agreement, and any amendments thereto, to all bargaining team members and CEC members.

Article 3 UNION RIGHTS (Continued)

§ 3.6 Classified Executive Council

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

The CEC will include up to two (2) STNC positions.

§ 3.7 Ratification

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

§ 3.7.2 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.

§ 3.8 Negotiations

§ 3.8.1 SEIU shall have up to two (2) STNC Negotiators who shall be provided paid release time as specified in section 3.9. This release time is limited to the months within the current year's negotiations cycle, beginning in November for preparation.

§ 3.9 Contractual Release Time

§ 3.9.1 The District shall provide, on an annual basis, up to a maximum of 80 hours of paid release time for STNC unit members to prepare for and attend negotiations, CEC meetings, or for other STNC unit obligations.

§ 3.9.2 Contractual release time is required to be documented on a timesheet and submitted to the unit member's supervisor for approval.

§ 3.10 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.

§ 3.11 New Employee Onboarding

§ 3.11.1 The District shall provide a SEIU Chapter designee and SEIU Field Representative with the Monthly Bargaining Unit Report as specified in section 3.10.

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

§ 3.12 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.

§ 3.13 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.

Article 4 HOURS OF EMPLOYMENT

§ 4.1 Work Schedule

§ 4.2.1 Managers shall make a good faith effort to make weekly work schedules consistent in hours and days worked.

§ 4.2 Reduction in Work Hours

§ 4.2.1 The District will provide an impacted STNC unit member a one-week notice explaining the reasons for the decrease, how long the change should be expected to last, and any other alternative work can be offered.

§ 4.2.2 Department supervisors shall make a good faith effort to consider a member's length service in their current STNC assignment when reducing hours.

§ 4.3 Voting Time as required by State Law.

Article 5 PAY AND ALLOWANCES

§ 5.1 Rate of Pay

§ 5.1.1 STNC salary schedule increase of 4.44%.

§ 5.1.2 The Classification Review Committee (CRC) shall grade STNC classifications without a matching Classified Unit classification by January 1, 2025.

§ 5.1.2 All STNC positions shall be paid no less than seventeen dollars (\$17.75) per hour, effective July 1, 2022.

§ 5.1.3 At no time shall an STNC unit member make less than the highest hourly rate of a Student employee.

§ 5.2 Bilingual Skills

§ 5.2.1 Bilingual Skills Premium of 5%: The District shall provide a 5% premium for all hours in paid status for STNC unit members working in positions that require the ability to communicate in multiple languages.

Article 6 STNC HIRING PROCESS

§ 6.1 All STNCs shall be assessed for Tuberculosis (TB) and undergo livescan fingerprinting, prior to beginning employment at the District.

§ 6.2 If the hiring authority deems it is necessary to externally post an STNC assignment, the posting shall be in a standard format open for at least one (1) week

§ 6.3 Candidates must meet the qualifications of the position.

Article 7 HOLIDAYS

§ 7.1 The District agrees to provide all STNC unit members with 8 hours of discretionary holiday time to be used while in paid status within the fiscal year with a prorated number of hours based on FTE per fiscal year for STNC unit members who are in paid status during the fiscal year. Request for discretionary holiday time shall be submitted to the supervisor for approval at least five (5) workdays in advance of the selected day.

Article 8 LEAVES OF ABSENCE

§ 8.1 Bereavement Leave

The SRJC shall offer up to eight (8) hours per fiscal year for Bereavement Leave on the account of death of the member's 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.

§ 8.2 Sick Leave

STNC unit members shall be entitled to twenty-four (24) hours of sick leave every fiscal year, per the Healthy Families Act.

Article 9 TERM OF AGREEMENT

§ 9.1 Term of Agreement

The term of this agreement shall be from July 1, 2021 to June 30, 2024. For successor year negotiations (2022-2023, 2023-2024) each party may choose up to four (4) articles to reopen in addition to compensation.

AGREEMENT: SEIU LOCAL 1021 & SONOMA COUNTY JUNIOR COLLEGE DISTRICT
STNC UNIT

SIGNATURE PAGE


This Agreement was tentatively agreed upon by the negotiating teams on August 2, 2022, and is pending ratification by the members and board approval.

For the Union



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

For the District


Gene Durand (Feb 9, 2023 13:35 PST)

Gene Durand
Vice President, Human Resources
Santa Rosa Junior College


Aaron Burton (Feb 9, 2023 13:40 PST)

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

APPENDICES

A. STNC Salary Schedule 16

STNC Salary Schedule (2022-23)

RANGE	CLASSIFICATION	HOURLY RATE
STNC-01	Academic Affairs Technician	\$17.75
	Advisor I	17.75
	Aide, Community Education	17.75
	Child Care Aide	17.75
	Cultural Liaison	17.75
	Farm Assistant	17.75
	Instructional Aide	17.75
	KAD Athletic Aide I	17.75
	KAD Athletic Equipment Asst.	17.75
	KAD Basketball 45 Second Clock	17.75
	KAD Basketball Announcer	17.75
	KAD Basketball Clock	17.75
	KAD Basketball Scorer	17.75
	KAD Basketball Video Operator	17.75
	KAD Concessions Assistant	17.75
	KAD Football Announcer; Chain; Down Box; Timer	17.75
	KAD Volleyball Linesperson; Scorer	17.75
	Mental Health Services Assistant	17.75
	Reader/Teaching Assistant	17.75
STNC-02	Coordinator, CARE	18.64
	Farm Intern I	18.64
	KAD Athletic Aide II	18.64
	KAD Athletic Equipment Technician	18.64
STNC-03	Accounting Technician I	19.57
	Auto Shop Assistant	19.57
	Culinary Retail Clerk	19.57
	Farm Equipment Operator	19.57
	Instructional Aide II	19.57
	KAD Athletic Aide III	19.57
STNC-04	Cook	20.55
	Custodian	20.55
	Horticulture Technician I	20.55
	KAD Athletic Dept Mktg & Promo Specialist	20.55
	Storekeeper I	20.55
	Testing Technician	20.55

RANGE	CLASSIFICATION	HOURLY RATE
STNC-05	Administrative Assistant I	21.57
	Coordinator, Community Outreach	21.57
	Farm Intern II	21.57
	Financial Aid Technician I	21.57
	Groundskeeper I	21.57
	Library Technician I	21.57
	Marketing Assistant, Student Equity	21.57
	Program Assistant	21.57
	Programmer Analyst	21.57
	Service Facilitator	21.57
STNC-06	Community Service Officer	22.65
	Day Under the Oaks (DUO) Event Assistant	22.65
	Photo Lab Technician	22.65
	Science Laboratory Technician	22.65
	Waste Diversion Technician	22.65
STNC-07	Administrative Assistant II	23.78
	Advisor II	23.78
	Child Care Teacher	23.78
	Emergency Management Spec.	23.78
	EOPS/HEP Specialist I	23.78
	Financial Aid Technician II	23.78
	Instructional Assistant, Senior	23.78
	KAD SID/Gate & Concessions Coordinator	23.78
	Library Technician II	23.78
	Microcomputer Lab Specialist I	23.78
	Scheduling Technician	23.78
	Student Success Specialist I	23.78
STNC-08	Admissions & Records Specialist I	24.97
	ASL Interpreter I	24.97
	CAFYES Specialist	24.97
	Culinary Operations Specialist	24.97
	Farm Intern III	24.97
	Livestock Technician	24.97
	Media Production Technician	24.97
	Media Resources Specialist	24.97
	Research Technician	24.97
	Theatre Arts Promotions Specialist	24.97

STNC Salary Schedule (2022-23) – continued

RANGE	CLASSIFICATION	HOURLY RATE
STNC-09	Administrative Assistant III	26.22
	Articulation Specialist	26.22
	Assistive Technology Specialist	26.22
	Budget Specialist, Categorical Programs	26.22
	Coordinator, Student Employment	26.22
	Curriculum Technician	26.22
	Health Services Assistant	26.22
	Help Desk Technician	26.22
	KAD Track Starters	26.22
	Library Technician III	26.22
	Medical Assistant	26.22
	MESA Center Assistant	26.22
	Microcomputer Lab Specialist II	26.22
	Parent Services Coordinator	26.22
STNC-10	Admissions & Records Specialist II	27.53
	Coordinator, Scholarships & Outreach	27.53
	Executive Assistant	27.53
	Media Systems Technician I	27.53
	Model (Draped & Undraped)	27.53
	Science Laboratory Instructional Assistant	27.53
	Writing Sample Evaluator	27.53
STNC-11	Accompanist	28.91
	Coordinator, Intercultural Center, Petaluma	28.91
	Coordinator, Veterans Affairs	28.91
	Coord., Youth Empowerment Strategies for Success	28.91
	Theatre Arts Costume Technician	28.91

RANGE	CLASSIFICATION	HOURLY RATE
STNC-12	College Nurse (with ADN Degree)	30.36
	Coordinator, CTE Outreach	30.36
	Exhibits Specialist	30.36
	Health Promotions Specialist	30.36
	KAD Football Coordinator, Offensive/Defensive	30.36
	Research Analyst	30.36
	Theatre Arts Production Specialist	30.36
STNC-13	Accountant	31.87
	ASL Interpreter II	31.87
	Network Technician	31.87
	Planetarium Specialist	31.87
STNC-14	Instructional Designer	33.47
STNC-15	Programmer Analyst, Senior	35.14
STNC-16	College Nurse Practitioner	36.90
STNC-18	ASL Interpreter III	40.68
	Translator	40.68
STNC-24	ASL Interpreter IV	54.51