

Article 5 UNION RIGHTS

§ 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%COLA 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.~~

Beginning with the academic year 2023-2024, the District will provide a total of 0.5 FTE of re-assigned time to the CEC Vice-President/Lead Negotiator. Beginning July 1, 2023 SEIU will redirect 0.08% of the COLA in Article 7.1.1 of the 23/24 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 and Vice-President/Lead Negotiator position is less than 1.0 FTE, the remaining reassigned time shall be distributed in a manner requested by the CEC.

Notification of the designated unit member(s) and amount of reassigned time shall be submitted to the District by July 1 of each year. Additional reassigned time may be mutually agreed upon for special studies or projects.

§ 5.8.3 The District will provide the department(s) of the designated unit member(s) identified in §5.8.2 with the funding necessary to provide coverage for the 0.51.0 FTE of re-assigned time or in the amount needed to adequately offset the impact on the department of the re-assigned time.

Article 7 Pay & Allowances

During ~~2021-22~~2023-24, SEIU and the District agree to negotiate cost-controlling measures to limit costs in ~~2022-23~~2024-25 and beyond.

§ 7.1 Rate of Pay

§ 7.1.1 The District and SEIU agree that the ~~2022-23~~2023-24 classified salary schedule will reflect a ~~6.54%~~4.44% negotiated increase from the ~~2021-22~~2022-23 salary schedule.-

§ 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~~

~~§ 7.16 COVID Hazard Pay~~

~~COVID Hazard Pay: One time, hazard pay stipend, one thousand five hundred dollars (\$1,500) per unit member, prorated by FTE, for Classified unit members who were needed onsite to perform District identified necessary work at a District site at least 50% of their time for a minimum of 10 months during the time period of March 16, 2020-December 31, 2021.-~~

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, ~~2023~~2024. For the ~~2022/23~~2023-24 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, ~~2023~~2024.

§ 9.1.3 For unit members enrolled in an ABHP, for benefit year ~~2023~~2024, 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.

§ 9.1.8 For full-time unit members in the bargaining unit, the District agrees to pay the full costs of dental insurance premiums through June 30, ~~2023~~2024. The level of coverage in effect as of October 1, 2015 shall be maintained through June 30, ~~2023~~2024. The dental coverage cap currently is \$1,700 per plan year. In 2023-24, the District and SEIU will explore alternative plan options for dental benefits.

§ 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, ~~2023~~2024. 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, ~~2023~~2024.

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
Juneteenth Independence Day*
Independence Day
Labor Day
Native American 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
Cesar Chavez / Dolores Huerta Day*

~~* Effective with the 2023/24 Academic Calendar~~

~~Additionally, for fiscal year 2022-2023, SEIU and the District agree to a one-time allocation of PTO for:~~

- ~~• All current employees as of July 1, 2022 and new employees hired as of September 23, 2022—24 hours (prorated by FTE)~~
- ~~• New employees hired between September 24, 2022 and March 31, 2023—16 hours (prorated by FTE)~~
- ~~• New employees hired between April 1, 2023 and June 19, 2023—8 hours (prorated by FTE).~~

~~All PTO hours must be utilized in the 2022/23 fiscal year.~~

Article 12 LEAVES OF ABSENCE

§ 12.1 Immediate Family

§ 12.1.1 Members of the immediate family, as used in this Article, ~~means a 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, unit member's spouse or domestic partner, and any parent, parent-in-law, grandparent, grandchild, sibling, child, son-in-law, or daughter-in-law, of the unit member and spouse or domestic partner of the unit member, or any other person living in the immediate household of the unit member.

§ 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 in 12.1.1. 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.

§ 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 within the same fiscal year, unless the unit member has declined the collection of unearned sick 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. 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 of sick days they have earned, they will be billed by the District for the amount which the District has overpaid them.

§ 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 which will commence after the exhaustion of all paid leave available to the unit member on the date that difference pay commences. No restart of

difference pay is available within the same fiscal year once the initial five (5) months is complete. 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.)

§ 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 quarter 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.

In the event of a known major mental or physical health issue in which a unit member is under medical care, the District may require a medical professional's written verification as a requirement of returning to work after an absence of 5 days or more.

§ 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 licensed medical professional with expertise in the area of concern selected jointly by the unit member and the District with the District bearing the cost. The District shall release the results to the employee. In the event that the District and the unit member are unable to agree upon a doctor, If the parties cannot agree on a physician, the District shall select the physician. The employee may seek a second opinion at their cost, 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.~~

§ 12.5.14 If a unit member does not take the full amount of sick 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 in accordance with CalPERS/CalSTRS regulations. 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.) ~~through~~ (42.) in Section 12.6.1. 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~~ apply to Human Resources for a maximum of thirteen (13) supplemental personal necessity 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.

§ 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 registered-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. Differential Pay applies when all leaves are exhausted, including Catastrophic Leave, then-a substitute is hired.

§ 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.

§ 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 continue to not accrue ~~any~~ vacation and ~~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.

§ 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, except where CFRA applies:

- 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 that is incapable of self-care because of a serious health condition or disability at the time the FMLA leave will start.
- 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~~ Involves: in-patient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider.
- d. A "son" or "daughter" includes individuals for whom the employee stood or is standing "in loco parentis" when FMLA allows leave for an eligible employee when the employee is needed to care for certain qualifying family members (child, spouse or parent) with a serious health condition.
- e. Eligible employees may take CFRA leave for a child, spouse, registered domestic partner, parent, parent-in-law, grandparent, grandchild, sibling, or someone else related by blood or in a family-like relationship with a serious health condition.

§ 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. Bonding with a new child or ~~C~~care of a child (including foster, step and adult children if they are incapable of self-care because of a serious health condition or disability 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)].

§ 12.10.3 Duration of Leave

1. All leave is ~~unpaid~~ paid by the unit members existing leave balances and unpaid when leave balances are exhausted.
2. Leave may be taken for a total of twelve (12) work weeks in a twelve (12) month period.

3. ~~Leave taken per 12.10.2.4 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 ([Human Resources](#)) 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.

§ 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.

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

§ 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.

§ 12.15.12 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.

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

§ 12.15.34 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.

§ 12.15.45 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.

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

§ 12.15.67 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.

§ 12.15.78 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.

§ 12.15.89 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.

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 ~~shall~~ ~~may~~ be considered for transfer to another District position (outside of the unit member's classification) under the provision of this Agreement, or ~~shall~~ ~~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.

~~§ 12.15.910~~ 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.

~~§ 12.15.1011~~ 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.

~~§ 12.15.1112~~ Unit members with five (5) years of continual service to the District, on leave under this section who have successfully been retrained ~~shall~~ ~~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.

§ 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 (District Committee Assignments/Interview Committees), and 15.1 (Safety Committee) does not need to be reported.

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Article 16 FRINGE BENEFITS FOR RETIREES

§ 16.1 Definition

§ 16.1.1 Throughout Article 16 the term “regular retiree” refers to all retirees who are not participating in the Early Retirement Option. In all aspects of retiree benefits, including retirement stipends, coverage is extended to include domestic partners, 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 Eligibility

16.2.1 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. In 2023-2024, the stipend will be increased to the 2023 cost of the lowest Medicare Part B premium for a single stipend for a retiree without dependents (\$164.90/month) and a double stipend for a retiree with a dependent spouse/domestic partner (\$329.80/month). Beginning in 2024-25, on October 1 of 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.

The amount of the stipend above is considered taxable income under IRS regulations.

16.2.2 Eligibility for Stipend

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 who do not participate in the medical portion of the ERO as described in 16.37 will begin receiving the medical/dental stipend immediately upon their retirement. Stipend-eligible retirees who participate in the medical portion of the ERO as described in 16.37 will begin receiving the medical/dental stipend once the benefits provided under the ERO have ended (i.e., if the employee elects to withdraw from coverage or on the 1st day of the month of their 65th birthdate).

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.~~
- ~~1. In 2021-2022, the stipend will be increased to \$116 for a retiree without dependents and \$216 for a retiree with dependents.~~
- ~~2. In 2022-2023, the stipend will be increased to \$132 for a retiree without dependents and \$256 for a retiree with dependents.~~
- ~~3. 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.~~
- ~~4. 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.~~

§ 16.3 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 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.
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. The unit member must have completed a minimum of fifteen years of full-time employment with the District, five of which must have been as a regular 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.
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.

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.

§ 16.43 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.

§ 16.54 Dental

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

§ 16.65 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.

§ 16.76 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~~

~~6. 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.~~

~~7. Alternate early retirement provisions for medical coverage:~~

~~c. 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.~~

8. ~~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.~~

9. ~~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.~~

10. ~~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~~

6. ~~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.~~

7. ~~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.~~

8. ~~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.~~

9. ~~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.~~

10. ~~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~~

~~6. 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.~~

~~7. 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.~~

~~8. 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.~~

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~~7. 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.~~

~~8. If extenuating circumstances arise, exceptions to the application deadline will require approval by the Superintendent/President and by the Board of Trustees.~~

Article 27 GENERAL WORKING CONDITIONS

27.2 Safe Workplace Environment

No employee will be placed in unhealthy or unsafe workplace environment due to indoor or outdoor temperature, mold, smoke, or any other unhealthy environmental condition. The unit member will notify the facilities management team or their immediate supervisor should there be a workplace environment concern. The District will respond to the concern within three (3) working days. If the unit member does not receive a response, the unit member shall contact Risk Management to request an external evaluation.

Should the workplace environment be found to be unsafe according to CAL-OSHA or any other state or federal regulatory body, unit members will be reassigned to another work location until the hazard has been remedied or remediated.

27.2.1 Workplace Temperature and Humidity

The District shall maintain appropriate minimum and maximum temperatures and humidity in indoor working environments, considering the comfort and well-being of classified professionals. Workplace temperature and humidity levels shall be consistent with OSHA guidance.

Regular monitoring of the indoor temperature shall be conducted by the District to ensure compliance.

27.2.2 Workplace Air Quality

27.2.2.1 Indoor Air Quality

The District shall take reasonable measures to ensure satisfactory indoor air quality within its facilities. This includes addressing issues related to black mold, residual smoke residue, and other hazardous substances that may affect the health and safety of classified professionals.

27.2.2.2 Outdoor Air Quality

The District shall monitor and address outdoor air quality concerns, particularly those related to smoke, pollution, and other environmental factors that may pose health risks to classified professionals while on duty.

27.3 Workload

Workloads for classified professionals shall be manageable and reasonable.

The District shall negotiate with SEIU when negotiating with other bargaining units on matters that may impact the workload or working conditions of classified professionals.

27.4 Accommodation(s)

27.4.1 Timely Response

The District shall provide a timely response to requests for reasonable accommodation(s) from classified professionals, considering their specific needs and circumstances.

27.4.2 Accommodation(s) Implementation

Acknowledging the interactive nature of the process, the District agrees to implement the appropriate reasonable accommodation(s) in a timely manner based on the diagnosis of a medical professional.

In a case where the District is unable to implement reasonable accommodation(s), the District will assist the employee with identifying positions for possible District-initiated transfer within the District.

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