

District / SEIU Classified Negotiations for FY2024-2025

Comprehensive Tentative Agreement– 10/18/24

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, **ensure 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.

Article 4 EVALUATION AND PERSONNEL FILES

~~The District & SEIU agree to delay implementation of AB275.~~

§ 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.

§ 4.1.4 All evaluation documents and meetings are to be completed during regular work hours.

§ 4.1.5 The District shall provide electronic evaluation forms for unit member and supervisor use.

§ 4.1.6 All evaluations shall include an area of rating for Inclusion, Diversity, Equity, Anti-Racism, and Accessibility.

§ 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~~ two years during the months of March and April. ~~The next regular evaluation cycle will occur in the months of March and April, 2024.~~ The District and SEIU shall mutually agree on the evaluation form and format. (See Appendix C.2 for the Classified Regular Evaluation form.)

§ 4.2.3 Disciplinary action based on performance or conduct shall not be initiated based upon events prior to the unit member becoming permanent or more than two (2) years prior to the filing of a statement of disciplinary action. (See Article 21 for further details.)

§ 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. The interim evaluation shall be reviewed with the Vice President of Human Resources, or designee, prior to the meeting with the supervisor and the employee.

§ 4.5 Performance Improvement Plan (PIP)

§ 4.5.1 Evaluations with an overall performance appraisal of needs improvement or unsatisfactory shall require a Performance Improvement Plan which shall not exceed one hundred eighty (180) days from the evaluation date.

§ 4.5.2 Prior to the meeting with the supervisor and the employee, the supervisor shall review the PIP with the Vice President of Human Resources, or designee, to ensure that components 1-5 are met.

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. 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.
4. Time period by which the changes in performance or conduct are to be made.
5. A mid-point progress meeting between the unit member and the supervisor.

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. Prior to the PIP outcome report completion and discussion with the employee and supervisor, the supervisor shall review with the Vice President of Human Resources, or designee to ensure the process has been followed. This time period shall not exceed one hundred eighty (180) days from the evaluation date. This report will indicate either:

1. Satisfactory completion.
2. Some progress, Complete a new Performance Improvement Plan **is required.**
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.

§ 4.6 Discussion

§ 4.6.1 Each evaluation shall include a meeting between the unit member and the evaluator (Supervisor) to discuss and review the evaluation. 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 signature is an acknowledgement that the employee has received the evaluation. ~~The unit member's signature on the evaluation form does not necessarily indicate that they agree with its content.~~

§ 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~~ workdays 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 their 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.

§ 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~~ shall 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.~~

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

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

Article 5 UNION RIGHTS

§ 5.3 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, digital resources and collaboration tools as long as there is no additional cost to the District for the use, and the use of the District mail and email system for the posting or transmission of information or notices concerning SEIU matters, including surveys, polls, and elections;

§ 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.

§ 5.5 Copies of Documents

§ 5.5.1 The District shall provide SEIU a digital 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.

§ 5.6 SEIU Conferences, Unit Meetings, and Membership Meetings

§ 5.6.1 SEIU Conferences

~~District-unit~~ 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.

§ 5.6.2 SEIU Unit Meetings and SEIU Membership Meetings

Unit members shall be provided a total of one (1) hour paid release time per month to attend SEIU Unit Meetings and Membership Meetings.

§ 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 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.

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

§ 5.8.5 Job Steward

§ 5.8.5.1 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.

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

§ 5.8.5.3 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.

§ 5.8.5.4 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.

§ 5.8.5.5 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.

§ 5.8.5.6 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.

§ 5.8.5.7 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.

§ 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. Probationary unit members shall not participate on hiring committees. Exceptions to this provision must be granted in writing by the SEIU President and Classified Senate President.

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

SEIU will be granted representation on District committees related to terms and conditions of employment such as, but not limited to: Auxiliary Enterprise, Board of Review, Classification Review Committee, College Council, District Access, District Facilities Advisory Committee, District Online, Equal Employment Opportunity Advisory, Fringe Benefits, Institutional Technology Group, Integrated Student Success, Planning and Budget Council, President's Consultation Council, Professional Development, Student Health Services Advisory, and Sustainability.

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. Exceptions to this provision must be granted in writing by the supervisor.

§ 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.~~

§ 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
- **Hire Date**

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.

Article 6 HOURS OF EMPLOYMENT

§ 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 Section 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, telecommute per Article 28. Telecommuting Agreement 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~~ workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit member shall be assigned a fixed, regular, and ascertainable minimum number of hours.

§ 6.7 Variable Scheduling

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

§ 6.7.2 The District recognizes that **flexible variable** 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-variable** schedule so long as the core needs of the District are met. A **flexible-variable** 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 **variable-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-variable** 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-variable** 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-variable** 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-Variable 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-variable** 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-variable** schedules may be arranged.

No **flexible-variable** 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-variable** 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-variable** 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 Unit Members shall be compensated for overtime per section 6.13 and applicable CA regulations.~~

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

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

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

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

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

§ 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.

§ 6.11 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-variable** 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-approved** 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.

§ 6.13 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. **Per Ed Code 88027, for the purpose of computing the number of hours worked, time during which a unit member is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked by the unit member.**

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

§ 6.13.2 At the time a unit member is requested to work overtime ~~he/she they~~ must advise ~~his/her their~~ supervisor as to whether ~~he/she wishes they prefer~~ 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 as compensatory time off at one and one-half (1-1/2) hours for all overtime work.

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. CA Ed Code 88030

§ 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.

§ 6.18 Shift Differential

§ 6.18.1 Shift differential shall apply to all hours regularly scheduled to work, including

sick leave, vacation, holiday leave, overtime and all other paid leaves.

§ 6.18.2 Unit members whose regularly scheduled shifts includes 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 variable 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 2014-2024 to study “on-call pay.” compensation for and definition of shifts, including but not limited to, 24-hour event chaperone shifts, multi-day chaperone shifts, travel shifts, stand-by and on-call status.

§ 6.19 Split Shift

§ 6.19.1 All unit members whose regularly assigned shift is between 6:00 a.m and 7:00 p.m. and contains one (1) or more periods of unpaid time, whose total exceeds two (2) hours a period of 2 or more hours of unpaid time shall be paid a split 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 variable schedule pursuant to Section 6.7.2, Variable Scheduling, of this Agreement.

Article 7 PAY AND ALLOWANCES

§ 7.1 Rate of Pay

§ 7.1.1 The District and SEIU agree that the ~~2023-24~~2024-25 classified salary schedule will reflect a ~~6.543~~6.85% negotiated increase from the ~~2022-23~~ 2023-24 salary schedule.

§ 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.

Unit members conducting district business while working remotely will be reimbursed for mileage to/from their remote worksite or normal/official worksite, whichever is the lesser distance.

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

§ 7.12 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. **Per Article 19.5.2 Working out of classification for 12 consecutive-month period may trigger an off-schedule review.**

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 \$442 per fiscal year for uniforms, of permanent or probationary classified employees in the job classifications listed below. The total maximum 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. The maximum amount for reimbursement each fiscal year can be found in Appendix Q.

- 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, Custodial Services
- Coordinator, Facilities Projects & Maintenance
- Coordinator, ~~Facilities~~ Maintenance Operations
- Coordinator, Grounds ~~Operations~~ Maintenance
- Coordinator, Warehouse Operations
- Custodial Maintenance Technician
- ~~Custodian~~ Custodial Technician
- Electrician
- Farm Equipment Operator
- Farm ~~Assistant~~ Maintenance Technician
- Groundskeeper I Grounds Maintenance Technician I
- Groundskeeper H Grounds Maintenance Technician II
- Hazardous Materials Specialist
- Horticulture Technician ~~I~~
- ~~Horticulture Technician II~~
- HVAC and Controls Technician
- Livestock Technician
- Locksmith
- Plumber
- Warehouse Assistant
- Warehouse Specialist
- Tree Maintenance Worker

§ 8.1.2 The basic uniform shall consist of the following:

- Tan or navy blue short or long sleeve shirt

- Tan, **black, brown**, 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, **black, brown** or navy blue Arc-Flash Category 2 coveralls as part of their uniform. The initial pair will be provided by the District.

Coordinator, **Facilities** Maintenance Operations
 Electrician
 HVAC and Controls Technician
~~Building~~ Maintenance Generalist
 Plumber

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

Automotive/Equipment
 Mechanic Carpenter
 Farm Equipment Operator
 Farm ~~Assistant~~ **Maintenance Technician**
 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~~ **Director, Purchasing and Risk Management**, and two supervisor(s), will describe and define the shirt, jacket, sweatshirt, coverall, and hat materials and styles. **If the consensus of the committee changes specific described details in this Article, they will make a recommendation to the negotiations teams.**

§ 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 be labeled as meeting the applicable Cal/OSHA standards.

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

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

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

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

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

Coordinator, Grounds ~~Operations-Maintenance~~
Farm Equipment Operator
Farm ~~Assistant Maintenance Technician~~
~~Groundskeeper I~~
~~Groundskeeper II~~
~~Ground Maintenance Technician I~~
~~Grounds Maintenance Technician 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 **their accrued** 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 \$442 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.~~

~~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 Director, Purchasing and Risk Management Manager, Employee Health and Safety for review and recommendation.~~

§ 8.32 Replacing or Repairing Employee's Property

§ 8.32.1 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.

§ 8.43 Use of Personal Vehicle

§ 8.43.1 No unit member shall be required to utilize their personal vehicle in the

performance of District business.

§ 8.43.2 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.

§ 8.54 Physical Examinations

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

§ 8.65 Use of District Equipment

§ 8.65.1 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.

§ 8.76 Licenses and Certificates

§ 8.76.1 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).

§ 8.76.2 Section 8.76, 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, ~~2024~~2025. For the ~~2023-24~~ 2024-25 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. During Fall 2024, SEIU and the District agree to negotiate cost controlling measures to limit benefit cost increases in 2025-26 and beyond.

The level of coverage in effect under SISC/Blue Shield and Kaiser plans, as of October 1, 2015, shall be maintained through September 30, ~~2024~~2025.

§ 9.1.3 For unit members enrolled in an ABHP, for benefit year ~~2024~~2025, 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.

§ 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, ~~2024~~2025. The level of coverage in effect as of October 1, 2015 shall be maintained through June 30, ~~2024~~2025. 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, ~~2024~~2025. 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, ~~2024~~2025.

§ 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.

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:

HOLIDAYS

Memorial Day

Asian American & Pacific Islander Day

Juneteenth Independence Day

Independence Day

Labor Day

Native American Day

Admissions Day (Floating Holiday)

Veterans' Day

Fall Break **(2 days encompassing mandated holidays)**

~~Fall Break~~

~~Christmas Eve~~ **Winter Break (4 days encompassing mandated holidays)**

~~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

§ 10.1.2 ~~A-p~~ Projected holiday schedules ~~is-are~~ provided in Appendix E.1 and E.2, Holiday Calendar Cycle. The dates given are subject to change based on variations in the ~~college academic~~ calendar.

§ 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 academic~~ 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 one academic~~ year to the next.

§ 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 granted~~. **See Article 10.6.3 for more information on the use of floating holidays.**

§ 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 Break 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-Winter Break~~. While it is understood that there may be some activities and programs that will occur, and some facilities that will remain occupied, most employees 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, t~~The actual days during which the holidays are taken will be adjusted in order to achieve a continuous closure period during Winter Break.

§ 10.6.3 ~~The Winter Holiday Closure-Break~~ will be **structured scheduled** 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 **will be applied towards this time off**, and an additional District provided local holiday **will may** 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 of their accrued 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 is located in Appendix E.2, Winter Holiday Closure Template.~~

§ 10.6.4 Based on the provisions of Section 10.6.3, a schedule of holidays through the fiscal year ~~2026/2027~~2022/2023 is reflected in Appendix E.12, Winter **Break Holiday** Calendar ~~Cycle~~.

§ 10.7 **College Academic Calendar**

§ 10.7.1 SEIU shall be consulted **over with on** the placement of holidays that have more than one (1) option.

Article 12 LEAVES OF ABSENCE

§ 12.5 Sick Leave

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

§ 12.10 Family Care & Medical Leave

§ 12.10.3 Duration of Leave

1. All leave is 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 may be taken for a total of twenty-six (26) work weeks in a twelve (12) month period.
4. Leave is pro-rated for part-time unit members.
5. Intermittent leave in the form of reduced ~~work days~~ workdays 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.

§ 12.20 Monitoring Absences

§ 12.20.2 As identified in Article 5.1~~02~~.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,
- ~~13.3.75.8.5~~ (Job Steward)
- 22.1 (Educational Release Time Program)
- 22.2 (In-Service Training)

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.

Article 13 GRIEVANCES

§ 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 ~~addressed adjusted~~ without ~~representation by intervention of~~ SEIU as long as ~~any resolution does not violate the adjustment is not inconsistent with~~ the terms of this Agreement. The SEIU President shall be provided copies of any grievance filed directly by unit members and any responses by the District. Prior to any resolution of any grievance, SEIU shall be given the opportunity to file a written response to the proposed resolution.

~~§ 13.3 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 ~~(s) 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.

§ 13.4.2 Level I - Formal Level

§ 13.4.2.1 A formal grievance shall be initiated by the filing of a completed written District Grievance Form with the Vice President of Human Resources within sixty (60) calendar days after the grievant reasonably could have discovered and verified the circumstances, or action, giving rise to the grievance; or after an attempt to informally resolve the issue has failed. 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. Human Resources will provide copies of the grievance to the grievant's immediate supervisor and to SEIU. The District shall provide an electronic Grievance Form for grievant's use and will mutually agree with SEIU on the contents and format of the form.

§ 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 ten (10) 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 ten (10) 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 California State Mediation & 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 SEIU. 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.

Article 16 FRINGE BENEFITS FOR RETIREES

§ 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 the 2023 cost of the lowest Medicare Part B premium for a single stipend for a retiree without dependents (\$164.90/month) or a double stipend for a retiree with a spouse/domestic partner (\$329.80/month). The amount of the stipend for eligible retired unit members can be found in Appendix Q. Beginning in 2024-25, on~~ 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 into 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.

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 Segal** methodology to maintain equity and consistency with the comprehensive classification study that evaluated all regular classified positions in ~~1999-2000~~ **2023-2024**.

§ 19.3 Classification Review Schedule

§ 19.3.1 All regular classified positions in the SRJC District will be automatically reviewed by ~~component group Group~~ once every five years according to a set schedule. See Appendix H for a listing of positions by ~~component group Group~~. This schedule is to start in the fiscal year ~~2011-2012~~ **2026-27** with ~~component group 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:

- Group #1 Cross-component Group (Administrative Assistant Family)
- Group #2 Cross Component Group **(Facilities Operations, Custodial Services and IT) (Facilities & IT Classifications)**
Formerly: Administrative Services

- Group #3 Cross Component Group (Remainder of Finance and Administrative Services and Human Resources) (~~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.~~

§ 19.5 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.

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~~ SEIU Chapter 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 Change in Technology Change or Technology Usage
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~~ SEIU Chapter President. These individuals will then review the request and direct the CRC accordingly.

§ 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.

Per Article 14.3.1., when a new position is created, the District shall first offer the opportunity for transfer to qualified unit members prior to an open recruitment.

§ 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 workday**. In the event of significant economic hardship for the District, the District and SEIU shall meet and confer about delaying implementation.

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 who are registered as students at SRJC in language courses are eligible for up to four (4) hours/week paid release time. (Total paid release time per semester shall not exceed seventy (70) 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 **for time to** study **for courses**. 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 will be mutually agreed upon by SEIU and the District and** available on the Human Resources webpage (see Appendix M). When possible, courses will be taken at SRJC unless not available, or **if** another institution offers courses at a time which interferes less with the unit member's work schedule. **At no time may a unit member's release time exceed 20% of their regularly scheduled workweek.**
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 Given that** Santa Rosa Junior College is designated as a Hispanic Serving Institution (HSI), all Spanish-language courses shall be deemed **appropriate eligible for this program.** **While Santa Rosa Junior College maintains "Cultivating a Healthy Organization" as part of the Board-approved Strategic Plan, all courses and** District-sponsored activities **and courses** 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 Section 12.14 General Leaves.**

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 either directly related to the staff unit members' job skills in their current classification or training that is required by an external entity. The participating unit member will not forfeit their lunch break to attend.**

Part-time unit members or those who are not scheduled to work on in-service training days may request approval from their supervisor for a flexible schedule in order to participate in in-service training. Participation in the in-service training will count as hours worked.

§ 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.

§ 22.2.3 Requests for in-service training opportunities must be submitted to Human Resources for approval at least two weeks prior to the professional development opportunity. Participants must request approval from their supervisor prior to attendance through a Notice of Absence Form using District Release Time or Flex Time.

§ 22.3 Professional Development Activities (PDA) Days

§ 22.3.1 Classified unit members are expected to participate **in**, 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 in order for~~ all unit members ~~may to~~ attend PDA Day activities.

§ 22.3.2 For the unit members who are operationally unable to attend PDA Days, the unit member ~~can complete~~ may participate in 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.~~

§ 22.3.3 Part-time unit members or those who are not scheduled to work on PDA days may request approval from their supervisor for a flexible schedule in order to participate in PDA days. Participation in PDA day activities will count as hours worked.

§ 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 Shared Governance 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.
2. Compensation is limited to Councils, Standing Committees, President's Advisory Committees, and other Governance Bodies as listed on the District Committee website, including officially recognized sub-committees and workgroups of those bodies.
3. Committee seats by position or which have negotiated release time are not eligible for compensation.
4. Activities, planning/agenda building meetings, and retreats are not eligible for compensation.
5. 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 or twenty (20) hours per Management Team committee assignment.
6. ~~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.~~
7. ~~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 Online Compensation Form ~~located on the Human Resources website. (See Appendix N)~~
2. The form shall be completed and submitted via the SRJC SEIU website ~~hardcopy to the SEIU mailbox through inter-department envelope~~. Unit members will certify that their participation is true and accurate by digitally signing and dating the form. No other attendance verification will be required.
3. The form will be reviewed and approved by the CEC Committee Specialist, CEC Secretary Treasurer, and the SEIU Chapter President.
4. SEIU will ~~validate service eligibility~~, consolidate all requests, and route to Human Resources for Flex time accrual or Payroll for payment.

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 sites~~ (e.g., Petaluma and Windsor). In addition, ~~after between~~ 3:00 p.m. ~~and 7:00 p.m.~~, Classified unit members with permits may park in ~~B-Lot or~~ any non-designated 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 staff, student, parking meter, and ADA space at any time without a parking permit.

Article 26 TERM OF AGREEMENT

§ 26.1 Term of Agreement

§ 26.1.1 The term of this Agreement shall be from July 1, 202~~14~~ to June 30, 202~~47~~.

In the first year of negotiations under this contract (taking place in 202~~41~~-2~~25~~ for the 202~~25~~-2~~36~~ contract reopeners), Articles 7 – Pay and Allowances, and 9 – Health and Welfare Benefits, ~~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 202~~25~~-2~~36~~ for the 202~~36~~-2~~47~~ contract reopeners), Articles 7 – Pay and Allowances, and 9 – Health and Welfare Benefits, ~~19 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 202~~36~~-202~~47~~ for the next full contract agreement), Articles 7 – Pay and Allowances, 9 – Health and Welfare Benefits, and 26 – Term of Agreement will be automatically reopened. Each party may choose any number of additional articles to re-open.

In each year of negotiations, appendices will be considered open to change rates and other relevant items to current conditions.

AGREED TO ON: October 18, 2024

BY:

FOR THE DISTRICT’S TEAM:

Theresa Richmond
Theresa Richmond (Dec 23, 2024 08:55 PST)
Theresa Richmond
Interim Vice President, Human Resources or Designee

FOR THE SEIU, LOCAL 1021 TEAM:

Jessica Melvin
Jessica Melvin
Vice President/Lead Negotiator
Classified Executive Council

Phil Ybarrolaza
Phil Ybarrolaza (Dec 27, 2024 14:35 PST)
Phil Ybarrolaza
Area Field Representative
SEIU Local 1021 – North Coast Region