

LOS RIOS COMMUNITY COLLEGE DISTRICT

AGREEMENT WITH

LOS RIOS SUPERVISORS ASSOCIATION

July 1, 2012 – June 30, 2015

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Article 1: Recognition

- 1.1 The Los Rios Community College District, hereinafter referred to as the "District" or the "Employer," confirms its recognition of the Los Rios Supervisors Association, hereinafter referred to as the "Association" or "LRSA," as the exclusive representative for employees in the supervisory bargaining unit as certified by the Public Employment Relations Board (PERB) on July 23, 1977, as amended by mutual agreement. This unit includes supervisors in position classifications as listed in Appendix D attached hereto and incorporated by reference as part of this Agreement. The bargaining unit may be expanded to other classes.
- 1.2 The bargaining unit shall not have any classifications removed from it without express written agreement by LRSA.

Article 2: No Strike Clause

- 2.1 The Association agrees not to sanction or participate in any strike, work stoppage, slow-down, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District, including compliance with requests by other labor organizations to do so, during the term of this Agreement. Similarly, the District agrees that it will not conduct a lock-out during the term of this Agreement.
- 2.2 The Association agrees to actively and in good faith encourage unit members to return to work in the event of any of the above-mentioned happenings.

Article 3: Management Rights

- 3.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are consistent with the terms of this Agreement and with applicable law, the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; build, move or modify facilities; establish budget procedures and determine the methods of raising revenues; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees consistent with the terms of this Agreement and with applicable law.
- 3.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the agreement, and then only to the extent such specific and express terms are in conformance with law.
- 3.3 The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency and only as long as the said emergency exists. The term "cases of emergency" as used above specifically refers to any Act of God, natural disaster, or other calamity affecting the District. The determination of whether or not an emergency exists is solely within the discretion of the Board. However, before the Board determines that an emergency exists, the Board must state a factual basis which justifies its determination and such action must be reasonably necessary.

Article 4: Association Rights

4.1 Organizational Security

- 4.1.1 This provision shall be voted upon separately by all employees covered by this Agreement in accordance with rules and regulations promulgated by the Public Employment Relations Board. Upon such a vote, this provision will become effective only if a majority of the employees covered by this Agreement voting approve this provision. Such vote shall not be deemed to either ratify or defeat the remaining provisions of this Agreement.
- 4.1.2 All employees covered by this Agreement as of its effective date and upon satisfaction of the provision above shall not be required as a condition of employment to become members of the Association.
 - 4.1.2.1 Unit members who are not members of the Los Rios Supervisors Association shall pay to LRSA a fair share (agency) fee. This fair share fee shall be the minimum amount necessary for the LRSA to carry out the representational obligations imposed by Educational Employment Relations Act (EERA) on the Association as exclusive representative and shall be based on the direct cost of negotiating and administering the collective bargaining contract, settling grievances, and meeting and negotiating with the employer on matters within the scope of representation. The LRSA shall provide the District the method for computing the fee.
- 4.1.3 During the term of this Agreement, each new employee covered by this Agreement shall, as a condition of continued employment, thirty-one (31) calendar days after employment, pay to the Association initiation fees and dues required by the Association.
- 4.1.4 An employee covered by this Agreement may object to said deductions on the grounds of a conscientious objection. The employee then will be required to inform the District and the Association of his/her objection. The employee shall have an amount deducted monthly from his/her paycheck equivalent to the monthly Association dues with such deduction deposited to a scholarship fund established by the District.
- 4.1.5 Pursuant to PERB Regulation 32992, the exclusive representative shall provide annual written notice to each non-member who is required to pay an agency fee: (a) the amount of the agency fee which is to be expressed as a percentage of the annual dues per member based upon chargeable expenditures identified in detail by the notice; (b) the basis for the calculation of the agency fee; and (c) a procedure for appealing all or any part of the agency fee.

4.2 LRSA Dues

- 4.2.1 The District agrees to deduct from each employee's wages the amount of the Association dues/fees and initiation fees as specified by the Association. The Association shall provide the District with a schedule of dues for employees covered by this Agreement. Individual employees will be required to submit written authorization to the District for payroll deductions of dues.
- 4.2.2 The Association agrees to indemnify and hold the District harmless against any and all claims, suits, orders of judgments brought or issued against the District as a result of

any action taken by the District's agents or members of the Board of Trustees under the provisions of this Article.

4.3 **General**

- 4.3.1 When such use, as verified in advance by the administrative representative, will not interfere with school programs and/or duties of any employee of the District, the Association shall have reasonable access to and use of office equipment and facilities. The Association shall reimburse the District for reasonable costs related thereto involving security, clean-up, materials, repairs, and so forth. Any other use of equipment and facilities shall be subject to the standard chart of costs.
- 4.3.2 In accordance with applicable laws, the District agrees that it shall not interfere with, intimidate, restrain, coerce, or discriminate against employees because of membership, participation, or holding office in the LRSA.

4.4 **Postings, Mailings and Information**

- 4.4.1 It is also understood and agreed that the Association may use the school mailboxes and bulletin board spaces designated by the administrative representative subject to the following: (a) all postings for bulletin boards must contain the date of posting and the identification of the organization; (b) a copy of such posting must be delivered to the administrative representative at the same time as posting; and (c) the Association will not post information which is an untrue or misleading statements regarding the District or its personnel.
- 4.4.2 The Association may use the established District email system in a reasonable manner to communicate with union members and District administration. Such usage is subject to District policies and regulations related to computer use and related privacy expectations for such use. Use of District email for Association business shall not interfere with regular District business conducted with the email system. Use of the District email system does not ensure that all members will have access to a personal computer or a District assigned individual email account.
- 4.4.3 Other Information
The District shall provide, in a timely manner and as mutually agreed by the parties, other information that is generally available to it and to which the LRSA has a legal right to access.

4.5 **Distribution of Agreement**

- 4.5.1 The Human Resources Office at the District Office shall have copies of this Agreement available for distribution to Bargaining Unit members as soon as practical after this Agreement has been ratified by the parties. At the time of processing, new hires into the Bargaining Unit shall be advised that LRSA is the exclusive bargaining representative, will be provided a copy of this agreement, and will be informed of the online access to this agreement including a list of position classifications and salary schedules.

4.6 **LRSA Representatives**

- 4.6.1 An Association representative shall be granted reasonable release time to attend meetings with administrators for the express purpose of working towards the resolution of the grievance of a unit member.

- 4.6.2 Once formal negotiations have commenced, members of the Association negotiation team shall be granted up to two (2) hours per week release time for the purpose of preparing for negotiations. The LRSA negotiating team shall not exceed more than seven (7) members.
Upon request the District will provide the LRSA with a list of unit members on a semi-annual basis. The list will include the name, home address, and phone number(s) for all unit members, unless a member has a written request on file with the Human Resources Office that such information not be released, such form to be mutually agreed upon by the District and the LRSA. If the LRSA requests additional copies, the LRSA will reimburse the District for the actual cost of providing additional copies.
- 4.6.3 For a given fiscal year, up to ninety-six (96) hours of release time shall be provided to the Association officers and executive board members for their attendance at conferences, conventions, and workshops relevant to representation issues and association business. Up to eight (8) hours of release time may be provided to each of these individuals and can be used in minimum blocks of four (4) hours. Association members are to make their request for their release time to their immediate supervisor. This allocation may accumulate to a maximum of one hundred fifty (150) hours.
- 4.6.4 The District will act in good faith in granting said time for association meetings, training and conferences. An association member's request for such release time will be made seventy-two (72) hours in advance or as soon as is practical in writing to the employee's immediate supervisor. The Associate Vice Chancellor of Human Resources will track and maintain record of the amount of release time used by association members.
- 4.7 **Notification – Job Classification/Description**
The District shall provide the LRSA the opportunity to comment on and agree to notify the LRSA whenever a job classification within the unit is being created or modified. The response time from the LRSA shall be no more than twenty-one (21) calendar days from initial notification date. The District agrees to involve the LRSA in determining job classification salary range assignments following the Ewing Study guidelines. Within one year of the modification or creation of a job classification, either the District or LRSA may request a meeting to assess the effectiveness of the job description relative to the assignment.
- 4.8 **LRSA Notification**
The LRSA President shall be forwarded in either print or electronic format one (1) copy of the complete public agenda of the Board of Trustees and one (1) copy of the official minutes of the Board of Trustees. Additionally, the LRSA Treasurer shall be mailed one (1) copy of the complete public agenda of the Board of Trustees and official minutes of the Board of Trustees. Both the public agenda and official minutes are intended to provide notification of new hires, resignations, and reassignments. The LRSA President and Treasurer shall each be provided one (1) copy of the strength report prepared semi-annually by the District Human Resources Office.
- 4.9 Within a reasonable time following the processing, the District will provide the LRSA Treasurer with a copy of a form signed by a new hire verifying that he/she has been provided a copy of this Agreement, the discipline process manual, management handbook, and information relative to the annual new manager/supervisor orientation.
- 4.10 **LRCCD Policies and Administrative Regulations**
LRCCD Policies and Administrative Regulations are available online at <http://www.losrios.edu/legal/>. The District will provide notice to LRSA of any adopted changes of the LRCCD Policies and Administrative Regulations during the term of this Agreement per 4.10.1.

4.10.1 Chancellor's Cabinet

Pursuant to Board Policy P-3411, the LRSA President shall serve as a member of the Chancellor's Cabinet. The Chancellor's Cabinet shall function as the District shared governance group and may take up issues of district level significance, including policy development and implementation, which are not reserved by law, contract or agreement for negotiation, or which may be the responsibility of other groups.

4.10.2 Practices and Procedures

When an issue subject to this Agreement is in dispute, LRSA, upon request, shall have the right to have documentation of any practice or procedure related to the issue in dispute.

4.11 **Posting of Degrees in College Catalogs**

If the college includes Classified Supervisors in the college catalog, LRSA members may opt-in to have their post-high school educational degrees posted in the online version of college catalogs. It is incumbent upon the employee to provide his/her educational information to the responsible person on campus in a timely manner.

Article 5: Personnel Policies

5.1 Duties of Supervisory Employees

The Chancellor shall fix the duties of all supervisory positions in accordance with procedures determined by the governing board.

5.1.1 In situations where supervisors work with faculty coordinators, the supervisor is responsible for directing the functions of the classified support personnel as defined in Government Code 3540.1 and in accordance with the District policies and collective bargaining agreements. It is recognized that best practices indicate the benefit of the coordinator and supervisor working together on the program and its impact on the classified support staff workload.

5.1.2 When a supervisor is assigned to temporarily supervise staff and/or an area which are not part of his/her regular responsibilities:

- a. The immediate manager shall notify the supervisor of the temporary assignment and timeframe involved.
- b. The immediate manager shall make clear as to the expectations of the supervisor regarding the temporary assignment of staff/responsibilities, including but not limited to evaluation responsibilities, direct supervisor authority, chain of command, and area responsibilities to be performed.
- c. The immediate manager shall coordinate with the supervisor to ensure affected staff are informed of the temporary assignment.
- d. Such assignments should be limited in duration to meet the temporary needs of the department/operation.

5.2 Appointment/Probation

5.2.1 Each person appointed to a regular supervisory position shall serve a probationary period of one (1) year. At designated times during the probationary period, the performance of the unit member shall be reviewed by those having the responsibility for recommending permanent status. Failure by the District to timely reject on probation a unit member at the end of the probation period shall automatically result in that employee gaining permanent status. (Education Code 88010)

5.2.2 Upon satisfactory completion of the required probationary period, a regular unit member shall achieve permanent status in the class in which he/she served the probationary period.

5.2.3 Time spent in a service in substitute and short-term positions does not count toward a probationary period in a regular position. (Education Code 88127)

5.2.4 A regular unit member who is reassigned/transferred to a regular position of higher classification shall serve in a conditional (probationary) period of one (1) year. The person's work performance will be evaluated periodically (at least twice) during this conditional period. In the event the employee is unsuccessful in the new position, the individual shall be entitled to reinstatement in his/her former position or a position in the former classification, if the employee held permanent status in the former position and

had received satisfactory evaluations. This section will apply even if this action results in a layoff.

- 5.2.5 At the time of appointment to a position within the bargaining unit, individuals will participate in an orientation and processing at the District Human Resources Office. Individuals will be provided copies of the LRSA contract, training materials from previous supervisory training modules and other materials to assist the supervisor in the day-to-day supervision of personnel (i.e., FRISK manual, evaluation training materials, progressive discipline training materials).

5.3 Transfers/Reassignments

5.3.1 Definitions

5.3.1.1 *Administrative Transfer*

A transfer initiated by the District. It may be a mutual interest. An administrative transfer cannot be to lower classification.

5.3.1.2 *Voluntary Transfer*

A transfer initiated by the employee.

5.3.1.3 *Reassignment*

A (lateral) transfer to another position or operating unit within the work location. A change in work shift is not a reassignment.

5.3.1.4 *Work Locations*

For purposes of this Agreement, work locations are defined as follows: (a) American River College and all satellites; (b) Cosumnes River College and all satellites; (c) Folsom Lake College and all satellites; (d) Sacramento City College and all satellites; and (e) District Office/Facilities Management and all satellites.

5.3.1.5 *Operating Unit*

Any department/division within a work location.

5.3.1.6 *Vacancy*

Any unit position that the District intends to fill.

5.3.2 Employee-Initiated Transfer/Reassignment

The District recognizes the interests of its employees in seeking voluntary transfers. Accordingly, at least five (5) working days before a position is advertised externally, unit members meeting the minimum qualifications will be given consideration for voluntary transfer within the LRSA unit. To be considered for voluntary transfer, the unit member must submit a current application and a letter of interest to be considered for the vacant position to the Human Resources Office by the closing of the fifth working day. The unit member will be afforded an interview with the appropriate administrator and notified by the Human Resources Office of the results of the interview. When more than three (3) unit members request a transfer, the interviews may be limited to only the three (3) most qualified based on screening of applications. If none of the applicants for voluntary transfer are recommended for the position, their applications will be included in the general applicant pool for the position. However, this does not guarantee that they will be granted a second interview.

5.3.3 Employee-Initiated Promotion

The District recognizes the interests of its employees in seeking promotions.

Accordingly, unit members meeting the minimum qualifications will be given consideration for promotion within the LRSA unit. To be considered for promotion, unit members meeting the minimum qualifications must submit the required application materials to human resources prior to the closing date of the position. A minimum of the top three (3) qualified unit members, if available and not included already, will be added to those candidates selected to interview for the position.

5.3.4 Administratively Initiated Transfer

Administratively initiated transfers will be based on the following reasons: Overage in staff and/or critical need for special preparation in specific position classes, or as may otherwise be provided under official Board policies. In most cases, a transfer made because of critical need shall continue for the duration of said need. A supervisor affected by an administratively initiated transfer shall be given a fifteen (15) working day notice unless other arrangements are mutually agreed upon. A conference will be held between the appropriate management designee and the employee prior to the effective date of the transfer. In the event that the administratively transferred unit member's former position becomes vacant, the employee may apply for reinstatement in the position and shall be granted an interview before other applicants are considered.

5.3.4.1 Employees who believe that an administrative transfer is unwarranted may appeal the decision to the next level of supervision beyond the immediate supervisor and to the administrative officer.

5.3.5 Employment Status

A unit member reassigned or transferred to a position of the same class shall retain permanent status in that class if permanent status has been acquired. When a unit member who has not completed a one-year probationary period with the District is granted a transfer or reassignment to another position, that person will complete his/her initial probationary period in the new assignment and will be considered permanent in the classification into which the employee was originally appointed at the conclusion of one (1) full year of service with the District. The unit member will serve an additional conditional (probationary) period in the new assignment that when added to the remainder of his/her initial probationary period will equal one (1) year. The employee will be considered permanent in the new assignment only after completion of the conditional period of one (1) year, including the overlap from the original probationary period.

5.3.6 Salary Status

When a unit member is reassigned to a position of the same salary range as the employee's present placement, the unit member will continue to be paid at the currently assigned salary.

5.4 **Performance Evaluation**

5.4.1 Principles of Evaluation of Supervisors

5.4.1.1 All supervisory employees shall be evaluated on the performance of duties and responsibilities contained in the job description, other current assignments, and established goals and objectives.

5.4.1.2 The supervisor's evaluation provides a basis on which to assess the skills of the supervisor and the effectiveness with which he/she uses these skills.

5.4.1.3 While the supervisor has responsibility for his/her own performance, there may be other elements within the working environment over which the

supervisor exercises little or no control that may impact performance outcomes.

- 5.4.1.4 Persons served by a supervisor and his/her office may be asked to participate in providing information about the effectiveness of these services. The perspective of the supervisor's colleagues and other appropriate members of the college/district faculty and staff may be considered in the supervisor's evaluation.
- 5.4.1.5 The supervisor's manager is the primary evaluator and is responsible for completing the evaluation.
- 5.4.1.6 Self-evaluation may be part of the supervisor's evaluation.
- 5.4.1.7 Though formal evaluation occurs on a cyclical basis, informal evaluation occurs on a continuous, ongoing basis, and, as such, feedback from the manager to supervisor should also be continuous and ongoing.

5.4.2 Evaluation Components

- 5.4.2.1 The evaluation shall consist of a completed final Report of Performance form for supervisors. The evaluation may also include the Supervisor's Self-Evaluation/Staff Feedback Survey form obtained from appropriate college/district contacts. The primary rater may also ask the supervisor to complete one of the Supervisor's Self-Evaluation/Staff Feedback Survey forms.
- 5.4.2.2 The final evaluation will be completed by the manager based on his/her observation and findings, as well as the results of the Supervisor's Self-Evaluation/Staff Feedback Survey, if included.
- 5.4.2.3 The audience for the Staff Feedback Survey will be mutually agreed upon by the manager and supervisor; the survey will be distributed to a sample of persons served by the supervisor and his/her office. Such surveys may be distributed to other supervisors, managers, faculty, and classified staff with whom the supervisor interacts.
- 5.4.2.4 The immediate manager shall be responsible for conducting the supervisor's survey, but the manager may designate another person to distribute the survey with the approved cover memo. The surveys and Scantron forms (if available) will be returned to the office of the manager where the survey ratings and written comments will be summarized.
- 5.4.2.5 The ratings may be categorized separately by employee groups (supervisor, classified, faculty, management) if five (5) or more responses are received from each of the groups; otherwise, the ratings will be combined into one (1) category.
- 5.4.2.6 Self-Evaluation
The supervisor's self-evaluation (not to be confused with the Self-Evaluation/Staff Feedback Survey) shall consist of a brief narrative with respect to his/her job performance based on the job description, annual goals and objectives, and assignments. The supervisor may also complete a Supervisor Self Evaluation/Staff Feedback form if requested by the manager.

5.4.2.7 The supervisor's Report of Performance should include both commendations and recommendations. The recommendations should include suggestions for improvement and, where appropriate, specific performance development activities (e.g. mentoring, job shadowing, workshops, conferences etc.).

5.4.3 Evaluation Categories

Evaluation categories shall include, but not be limited to, the following:

- a. Performance of job duties: ability to perform responsibilities and achieve objectives of the supervisor's current assignment; job knowledge; ability to achieve unit workloads; make appropriate and effective work assignments; administer rules and regulations.
- b. Leadership: Planning and organizing; judgment; decision making; achieving goals and mission of department.
- c. Human relations: Fairness and impartiality; disciplinary control; evaluating performance; support and development of subordinates.
- d. Communication: Motivating, training, instructing, listening; resolving conflicts; providing feedback.
- e. Personal qualities: Effectiveness under pressure; initiative; adaptability to new and unforeseen situations.
- f. Professional growth/staff development: what the supervisor has done to improve his/her own performance/job knowledge, etc.

5.4.4 Evaluation Categories

5.4.4.1 Unit members who have completed an initial one-year probationary period satisfactorily shall have a performance evaluation every two (2) years prior to their anniversary date. The evaluation has as a major goal the improvement of services in support of the educational program. If performance deteriorates before the two-year anniversary date, a special evaluation may be conducted.

5.4.4.2 The purpose of the performance evaluation is to reflect the unit member's proficiency in the job; promote self-improvement; develop leadership; assist employees to meet full potential; identify the areas in which the individual is performing satisfactorily, as well as the areas where improvement is desirable; identify department goals and objectives; establish goals and objectives for the supervisor for the ensuing year; determine how well the pre-established goals and objectives were met; and meet legal requirements.

5.4.4.3 Probationary unit members shall be rated three (3) times in the first year of employment, usually at the end of the fourth, eighth, and eleventh month of employment. The final rating will carry a recommendation regarding status for the supervisory employee.

5.4.4.4 Any evaluation that is less than satisfactory shall include a written explanation of the reasons for such a rating. The immediate manager shall meet with the unit member to discuss specific performance problems and make written recommendations for improvement. The unit member shall

have the right to respond in writing and to attach that response to the evaluation.

- 5.4.4.5 One copy of the evaluation will be given to the unit member; another will be placed in the unit member's permanent personnel records.
- 5.4.4.6 A permanent unit member who disagrees with his/her performance evaluation may appeal such evaluation in writing to the VPA/site administrator within fifteen (15) days of date of review.
- 5.4.4.7 The process used for the evaluation of a unit member is subject to the grievance procedure. However, the standards employed and the judgments rendered, while subject to the appeals process mentioned above, are not subject to the grievance procedure.
- 5.4.4.8 The contents of all documents shall remain confidential, except as requested by law and prudent employment practices.

5.5 **Special Evaluations**

An employee or a supervisor may request a special evaluation based upon a change in position, change in responsibilities (programs), or less than satisfactory performance. Prior to an employee receiving a special evaluation for less than satisfactory performance, the employee must have received a verbal notification and a memo outlining the employee's deficiency(ies). A manager shall provide the unit member with a memo stating the beginning and ending dates of the evaluation period and the reason(s) for the evaluation. If the special evaluation is for performance concerns, a specific work plan is required with expectations identified. The special evaluation process shall be conducted according to the principles and procedures defined in Section 5.4.

5.6 **Employee Discipline**

In the event of a demotion resulting from poor performance/disciplinary reasons, the District shall abide by the following provisions both leading up to and including the imposition of discipline.

- 5.6.1 The District shall not interview and/or question any employee in the bargaining unit, formally or informally, with the intent to impose discipline without the employee being advised of his/her right to have their LRSA representative present during the meeting as per Board Regulation 6914, Section 2.1.5.

When the District determines that the disciplinary action is warranted, it will proceed by the following provisions in Board Policy P-6911: Definitions, P-6912: Just Causes for Discipline, P-6913: Counseling Memo/Letter of Reprimand, P-6914: Severe Disciplinary Action, P-6915: Appeal Process; Board Regulation R-6913: Counseling Memo/Letter of Reprimand and R-6914: Severe Disciplinary Action.

5.7 **Demotions**

5.7.1 Definition

A demotion is the reassignment or transfer of a unit member to another position with a lower classification in the same or a different operating unit within the District.

5.7.2 Administratively-Initiated Demotion

An administratively-initiated demotion, except those caused by reduction in force, will be based on evaluation reports below standard. Demotions due to reduction in force shall be based upon sound management principles.

5.7.3 Salary Placement Upon Demotion

When a unit member is demoted to a regular position at a lower position classification, the unit member will be assigned to the appropriate range and step nearest the unit member's present rate of pay without exceeding it. In no case will the unit member's salary exceed the top step of the appropriate range.

5.7.4 Sole District Option

In the event of a demotion resulting from a reduction in force, the District may, at its sole option, allow the unit member's salary to remain frozen at its then current rate until such time as it is exceeded by the top range and step of the newly assigned position.

5.8 **Examination of Records**

5.8.1 There shall be one (1) official personnel file for each unit member. Such file shall be maintained in the District Human Resources Office. In accordance with current labor and public records laws (state and federal), a unit member may review any materials in his/her permanent personnel file. Such review shall be completed at a time mutually convenient to the unit member and the District Human Resources Office. A unit member may, upon request, obtain copies of documents contained in his/her personnel file. Such materials do not include ratings, reports, or records which (a) were obtained prior to the employment of the person involved or (b) were obtained in connection with a promotional examination.

5.8.2 Information of a derogatory nature shall not be entered into the permanent file until the employee is given a reasonable opportunity to review and comment thereon, and/or appeal to the administrative officer. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Materials not included in an employee's permanent personnel file may not be used in any disciplinary proceeding. Such review shall take place during normal business hours and the employee shall be granted reasonable release time from duty for this purpose without salary reduction.

5.8.3 A unit member may, upon written authorization, designate an LRSA representative to review the file. Access to the official personnel file is limited to administrators, managers, and authorized Human Resources Office staff.

5.9 **Professional Growth**

5.9.1 Unit members are encouraged to increase their job knowledge and effectiveness through classes, workshops and other training/educational opportunities. To this end, flexible work schedules may be permitted with authorization of the immediate manager and administrative officer provided such flexible work schedules do not adversely affect the supervisor's professional responsibilities.

5.9.1.1 Unit members are encouraged to increase their job knowledge and effectiveness through mentorship opportunities, which partner LRSA members with administrators, providing professional growth/staff development opportunities such as job shadowing and training. The District may allow up to six (6) hours of release time per member per fiscal year to take part in such an opportunity as approved by their direct manager and appropriate Vice President or Associate Vice Chancellor for non-campus supervisors. The supervisor is responsible for implementing and coordinating his/her mentorship experience.

5.9.2 The District will reimburse enrollment fees, including the Universal Transit Pass and Student Representation Fee, and the cost of books, not to exceed \$1,000 per Los Rios Fiscal year, for any member of the Supervisors' unit who enrolls in any of the District

colleges and outreach centers. Classes must be taken at times that do not adversely affect the supervisor's job responsibilities. Books must be purchased at a Los Rios bookstore and required for the class(es) taken and completed under this section. Receipts and grade reports or transcripts must accompany the request for reimbursement. Any amount received from selling back the book should be deducted from the original cost of the books. No lifetime cap will apply for reimbursement of enrollment fees or the cost of books when classes are taken at a District college or outreach center. The District Reimbursement of Tuition form must be completed.

- 5.9.3 The District will reimburse tuition fees up to \$1,000 per unit member per lifetime for any member who enrolls in and completes approved classes with a grade of "C" or higher at any accredited college or university provided the following criteria have been met:
- a. the class has been approved in advance by the appropriate administrative officer and the Director of Human Resources;
 - b. the class is related to the unit member's current position or would contribute toward potential promotional opportunities in the District;
 - c. the class does not adversely affect the supervisor's job-related responsibilities;
 - d. the class is not offered through one (1) of the Los Rios colleges and/or outreach centers;
 - e. the employee has submitted the appropriate receipt(s) and transcript(s) or certification of completion at the required grade level with the request for reimbursement; and
 - f. the District Reimbursement of Tuition form (Section 1) must be completed for prior approval and after the classes are completed (Section 2) for reimbursement.

5.9.4 Additional funding for professional growth, including tuition reimbursement, is available through the unit's allocation of Partnership for Excellence (PFE) Classified Staff Development funds. For the term of this contract, a maximum amount of \$41,000 from unused prior year PFE staff development allocations will be appropriated each year for LRSA members to use for additional professional growth activities. Use of these funds is contingent upon the commitment of the unit member to remain employed by the District for a minimum of three (3) years after the completion of the professional development activity. Should a unit member leave the District prior to the completion of the three (3) year commitment, one-third (1/3) of the expenditure shall be reimbursed for each year/partial year of the three (3) year commitment.

5.9.4.1 PFE Classified Staff Development Funds may be used for tuition reimbursement after the District tuition reimbursement has been exhausted. A unit member may request a maximum of \$4,000 per lifetime, subject to the same provisions of Section 5.9.3.

5.9.4.2 PFE Classified Staff Development Funds may be used for other training or conference registration fees and materials.

5.9.4.2.1 Unit members may submit requests for job-related conferences and other professional development activities. Requests may include registration fees and travel costs subject to the District's travel reimbursement policies and regulations.

5.9.4.2.2 The unit member will prepare a District Travel Authorization and Reimbursement Claim with approval of their immediate supervisor. The form will then be provided to the LRSA college/location representative for review. If approved, the representative will initial below the employee's signature and

forward to the Vice President of Administration or the Associate Vice Chancellor of Finance for authorization. If authorized, the claim form will be coded to the budget number provided by the Fiscal Services Office of the District Office and processed.

5.9.4.2.3 No more than two (2) activities per fiscal year per member may be authorized.

5.9.5 As specified in 5.9.4, the maximum carryover for any year from both the allocation for professional development leave and the professional development activities is \$41,000. Amounts above that will be directed toward compensation costs as a unit specific resource as defined in Appendix A.

5.10 Staff Development Leave Program

A Staff Development Leave Program was established for eligible LRSA unit members in 1999-00. The program is available to LRSA members as described below. The application for Staff Development Leave is available online at the following web page:
<http://www.losrios.edu/hr/HumanResourcesForms.html>.

5.10.1 Nature and Purpose

A Supervisor's Staff Development Leave Program provides a unit member with the opportunity to enhance his/her value to the District through further job-related education, the upgrading of skills or retraining for a different career path which is available at the District. The employee is totally released from his/her regular duties during the duration of the approved staff development leave to allow the unit member to engage in studies, projects, courses, or other beneficial activities which do not fall within his/her regular responsibilities during his/her regular work period. The leave may be used to complete interrupted studies, learn by observing methods used in industry or other educational institutions, or for the employee to get a substantial start on a goal of a better education.

5.10.2 Duration and Timing of Leaves

A Staff Development Leave is available to an eligible member for a period from one (1) to five (5) months at eighty five percent (85%) of the employee's regular pay during the approved leave period that is scheduled during the employee's regularly assigned work period. Such leaves may be taken in one-quarter or one (1) semester increments. The minimum approved leave is one (1) month.

5.10.3 Eligibility for Leave

Any employee who has a work assignment of at least seventy five percent (.75 FTE) of a full-time twelve-month employee and has satisfactorily completed a sequence of five full-time equivalent (FTE) years of service with the District is eligible for a Staff Development Leave. The leave program is intended to fully release the employee from all regular assignments and responsibilities. A partial reduction in workload is not permitted. In addition, there must be five (5) full-time equivalent (FTE) years of satisfactory service between leaves granted to one (1) individual regardless of the length of the leave period that was previously granted (one to five months).

5.10.4 Criteria

Application for leaves will be considered according to one (1) or more of the following criteria:

5.10.4.1 Retraining of the applicant to allow for future new assignment in a needed area as determined by District priorities.

- 5.10.4.2 Studies, projects, or activities that provide the employee with opportunities to upgrade skills and knowledge for current or future assignments.
 - 5.10.4.3 Complete uninterrupted studies which will benefit the employee, the District, other employees and students.
 - 5.10.4.4 Other activities which will enhance the employee's knowledge and value to the District, to other employees, and to students.
- 5.10.5 Application Procedures
The Leave Committee (Section 5.10.6) shall determine the application process requirements and the responsibilities of the LRSA Staff Development Leave Committee which shall, at a minimum, include the following:
- 5.10.5.1 The application must be recommended by the immediate supervising administrator and approved by the Vice President of Administration if a campus supervisor or the appropriate Associate Vice Chancellor, as well as the LRSA President or designee. It is expected that the deadline for applications shall provide for a minimum seven (7) months elapsed time from the application submission deadline date to the start of the approved leave.
 - 5.10.5.2 If the applicant intends to enroll in school, the application must identify the educational institution, the academic term, and a list of courses with course descriptions. The application shall include the precise dates from the beginning and ending of the school term/session and the requested leave period. It is expected that if the requested leave is for five (5) months that the leave period will follow the District's or the applicable educational institution's academic term/semester.
 - 5.10.5.3 An outline of the planned program containing a statement of purpose and objectives and a detailed description of the activities proposed should be stated. In addition, an appropriate method of evaluation and the employee's plans for sharing the results of the studies, projects, or activities must be described.
 - 5.10.5.4 The supervising administrator must provide in writing on a separate document how the on-going responsibilities of the applicant will be fulfilled during the period of leave.
 - 5.10.5.5 The employee may apply for educational assistance as defined in Section 5.9 and as modified or enhanced by policies and regulations developed by the Leave Committee.
- 5.10.6 Selection of Candidates
The Staff Development Committee shall meet as needed to review, evaluate, and recommend individuals in compliance with District policy 6370. LRSA's E-Board shall appoint three members and the District shall appoint three managers to the Staff Development Leave Committee.
- 5.10.6.1 The LRSA Staff Development Leave Committee responsibilities shall include the review of all applications received in a timely manner. The Committee shall develop procedures to determine which leaves shall be recommended to the Chancellor for submission to the Board of Trustees. The Committee shall establish procedures and criteria to reduce the

number of recommended applications to the number of authorized leaves as defined in Section 5.10.8.

5.10.6.2 The Committee shall submit by the predetermined deadline recommended applicants who meet the established leave criteria to the District Human Resources Office for consideration of the applicants by the Chancellor and the Board of Trustees. The final selection among recommended candidates shall rest with the Board of Trustees.

5.10.6.3 Should the Chancellor (or designee) disagree with the Committee's selection, the reasons shall be given in writing and forwarded to the Committee within two (2) weeks after submission. Any employee who is recommended for a leave by the Staff Development Committee and is not recommended by the Chancellor shall have the right to appeal to the Board of Trustees.

5.10.7 Reporting Process

The LRSA Staff Development Leave Committee shall establish specific reporting requirements for the employee provided the opportunity for a Staff Development Leave. Such report shall be prepared by the employee and shall be provided to the Committee within two (2) months after returning to work. In addition, the Committee shall review the report submitted by the employee and shall recommend approval or disapproval to the College President or Deputy Chancellor (or designee). Upon approval, the report shall be transmitted to the Chancellor.

5.10.7.1 The Committee shall develop detailed procedures if the report prepared by the employee is not satisfactory. Expected time lines for submission of additional information or development of the revised report shall be determined by the Committee and stated in proposed District policies and regulations for the leave program.

5.10.7.2 If the employee attended school/college during the leave, he/she shall also submit a transcript or other appropriate documentation showing satisfactory attendance and successful completion of the course work as soon as reasonably possible. Policies related to unsatisfactory completion of such studies shall be developed by the Committee.

5.10.8 Number of Leaves per Year

The maximum number of leaves that will be available in a fiscal year is one (1) five (5) month leave or .41 FTE. If applicants are requesting less than a five (5) month leave period, additional supervisory applicants may be provided the opportunity for a Staff Development Leave. In no event shall the maximum leave for all recommended applicants exceed .41 FTE per year.

5.10.8.1 Leaves shall be available to all eligible LRSA unit members.

5.10.9 Service Agreement with the District

The successful applicant shall agree in writing to serve the District for a period of time which is equal to twice the period of the leave and shall begin his/her regular duties immediately after the completion of the leave.

5.10.9.1 If the required employment/service or other terms of the service agreement are not fulfilled, the employee shall be required to repay to the District the cost of salary and benefits, including health benefit premiums, which were provided to the employee during the period of the leave. If the employee completes a portion of required service, a ratio shall be calculated based

upon the amount of unserved time/service bears to the total required service period. Such ratio shall be applied to the total salary and benefit costs incurred by the District during the leave period and shall be owed to the District by the employee.

5.10.9.2 This financial obligation shall not be required if death or permanent disability prevents fulfilling the work period required by the service agreement.

5.10.10 Salary and Benefits

The District shall provide eighty five percent (85%) of the employee's regular pay during the period of leave as long as the leave period falls within the assigned or regular work period of the employee. Monthly salary payment to the employee shall be provided in the same manner but at the reduced amount. The employee shall also receive the same level of health benefits or the District contribution amount towards medical, dental and long-term disability coverage that is provided during his/her regular assignment when actively employed.

5.10.10.1 The leave shall be considered as service time with the District for salary schedule purposes provided that all requirements of the leave are fulfilled.

5.10.10.2 During the period of the leave, the employee shall earn eighty-five percent (85%) of the normal credit for sick leave. Vacation days shall not be earned during the period of the leave.

5.10.10.3 Accrued sick leave may not be used to extend the leave period.

5.10.11 Retirement Service Credit

The employee shall receive eighty-five percent (85%) of his/her regular credit for service credited with Public Employees Retirement System (PERS). The employee may, however, arrange to make a contribution to PERS to ensure full service credit for the period of the leave as provided by PERS regulations.

5.11 **Adjunct Faculty Assignments**

Bargaining unit members are permitted to teach as adjunct professors as indicated in District Regulation R-6326, Section 7.0, and, as supervisors, may not be subject to Section 7.5. Per R-6326 7.2, authority for classified employee teaching is contingent on the recommendation of the immediate supervisor and administrative officer, with the approval of the college president (or appropriate Associate Vice Chancellor for non-campus employees),

Article 6: Work Periods

6.1 Work Year – Twelve-Month Positions

The fiscal year, July 1 to June 30, shall constitute the work year for all twelve-month positions.

6.2 Work Year – Eleven-Month Positions

Those positions designated as having eleven (11) months of service shall be assigned for the period of August 1 to June 30 with the month of July off or such other arrangement as will allow one (1) full month without pay.

6.3 Work Week

The work week for all members of the classified supervisors' unit shall be from 6:00 am, Saturday, through 5:59 am, the following Saturday.

6.4 Academic Calendar

The District will share the academic calendar options under consideration with the LRSA President and seek the input of LRSA regarding these options prior to the adoption of the academic calendar. The District shall meet and negotiate with LRSA over the effect of the school calendar on work schedules for the District prior to the adoption of any such calendar.

Article 7: Work Schedules

7.1 Work Schedule

The District retains the right to establish or modify schedules or hours of work consistent with State and Federal statutes. All members of the supervisors' unit are overtime exempt employees per Educational Code Section 88029 and the PERB unit determination.

7.2 Supervisor's Overtime and Call Back Criteria and Related Compensation

7.2.1 Supervisory positions are considered exempt positions as defined by the Fair Labor Standards Act (FLSA) rules and regulations and shall not be compensated for hours worked in excess of eight (8) hours per day or forty (40) hours per week of the regular work week. And, on occasion, supervisors are expected to work beyond their regular work schedule, when needed.

7.2.1.1 With the advance consent of the immediate first level manager or administrative officer, a supervisor may be provided flexibility in the scheduling of his/her regular work hours for a given work day.

7.2.2 Overtime pay for supervisors will be provided under the following conditions:

7.2.2.1 Hours worked during the sixth and/or seventh work day of the employee's work week; or

7.2.2.2 Hours worked on a holiday or Board-granted day off where the employee is not scheduled for work; and

7.2.2.3 Hours worked with the expressed approval of management.

7.2.2.4 Overtime hours worked on the sixth and/or seventh day shall be compensated at the employee's regular hourly rate of pay for each hour worked. Overtime hours worked on a holiday or Board-granted holiday shall be compensated at the rate of one and one-half (1 ½) hours for each hour worked. Compensatory time off may be used instead of receiving payment for such overtime as further described in Section 7.2.4 below.

7.2.3 A call-back time for unit members will be recognized subject to the following conditions:

7.2.3.1 The call-back work occurred on the sixth or seventh work day of the employee's work week; or

7.2.3.2 The call-back work occurred on a holiday or Board-granted day off when the employee is not scheduled to work; and

7.2.3.3 The call-back to work of the supervisor was unplanned or unscheduled and was due to an emergency situation at one (1) or more District properties.

7.2.3.4 A minimum of four (4) hours of paid wages or compensatory time off shall apply to each call-back incident subject to this section.

7.2.4 It is the option of management whether recognition is given in compensatory time off or paid wages. However, if compensatory time is to be given, it must be taken within three (3) calendar months following the month in which the call-back occurred.

- 7.2.4.1 If such compensatory time off is not taken within the three (3) month period, the employee shall be paid for the overtime worked.
- 7.2.4.2 Compensatory time earned, taken and/or submitted for payment shall be reported on the applicable District form.

7.3 Notification of Work Schedule Changes

- 7.3.1 Work schedules and/or changes thereto will be based upon reasonable District needs. Unit members will be given reasonable advance notice of any change in the regular work schedule unless the change has been deemed an emergency by the administrative officer.
- 7.3.2 The administrative officer or first level manager shall meet and discuss the work schedules or proposed changes to the work schedule with the affected employee(s).
 - 7.3.2.1 The administrative officer or first level manager shall then provide notification, in writing, twenty-one (21) calendar days in advance of the change.
- 7.3.3 Changes to work schedules which do not require formal notification to employee are:
 - 7.3.3.1 employee initiated work schedule changes that are mutually agreed to between the employee and the supervisor (first level manager);
 - 7.3.3.2 temporary work schedule changes such as a summer schedule, vacation staffing or vacancy due to sick leave;
 - 7.3.3.3 any other work schedule changes that are mutually agreed to between the unit member and the supervisor/first level manager.
- 7.3.4 Employees shall have the right to Association representation. When the schedule change will affect a significant group of employees, the Association will be notified of the change. On request by the Association, the District will discuss the planned work schedule changes with Association representatives.
- 7.3.5 Should the District implement a year-round calendar, other major changes and/or course offerings which result in access issues to facilities and grounds, temporarily or permanently, work shift changes may be implemented.
 - 7.3.5.1 The District and the LRSA representatives shall meet to discuss the planned work schedule change(s) required to maintain, enhance or improve the delivery of services for the maintenance, repairs, renovation, security and cleaning of the District plant. Such work schedule changes shall be the result of requirements that are the result of facility access needs and/or other needs that are in the best interest of serving students of the District.
 - 7.3.5.2 Such work day or work week changes may include, but are not limited to, work shift changes which are scheduled during certain weeks or months of the fiscal year.
 - 7.3.5.3 Notification to employees for work shift changes during a fiscal year shall follow the provisions of this section.
 - 7.3.5.4 Shift differential provisions as stated in Article 10, Section 10.8 shall apply.

- 7.3.6 No employee shall be required to work a split shift on a consistent basis unless it is mutually agreed to by the employee and the District.
- 7.3.7 Work schedules are reissued each year by the District's Human Resources Office as part of the notice of employment.
- 7.3.8 If the District offers an alternative summer work schedule for employees covered by this Agreement, the District and the LRSA agree to meet and negotiate over the terms and conditions of the alternate summer work schedule by approximately May 1 of each fiscal year.

7.4 **Vehicle Assignment and Usage**

District vehicles shall not be taken home at night or after the workday. Exceptions to this provision shall follow District policies and regulations established for District vehicle usage (Board Policy/Regulation 8343).

Article 8: Leaves with Pay

8.1 Sick Leave – Personal Illness

8.1.1 Accrual

A regular full-time classified unit member earns one (1) day of sick leave for each full month of completed service (75 percent or more of the paid status days in a calendar month).

8.1.2 Use of Accrued Sick Leave

Use of earned or advanced sick leave will be allowed when a unit member is unable to work because of illness, pregnancy, or off-the-job injuries. Unused sick leave may be accrued indefinitely. Accrued sick leave will be converted to service credit for retirement purposes based on the appropriate retirement system regulations and formula.

8.1.2.1 A unit member with more than six (6) months of service who has used all accrued sick leave will be advanced as much sick leave as the person could earn during the remainder of the fiscal year. A unit member with six (6) or less months of service will be advanced the remainder of six (6) days of earnable sick leave.

8.1.2.2 A unit member who, at time of termination, has taken more sick leave than he/she has accrued, shall reimburse the District for the value of the difference. Whenever an employee is reemployed within a twelve-month period following termination, unused sick leave from the prior period of employment shall be reinstated.

8.1.3 Advance Notification

The unit member shall notify the appropriate immediate supervisor or manager of his/her illness at least one hour before the start of the employee's work shift or as soon as the employee is aware he or she will not be able to come to work. Upon return to work, the unit member shall complete the report of absence stating the reason for the absence.

8.1.3.1 The District shall protect the privacy of employees and insure the personal and confidential nature of each employee's medical information and records in accordance with all applicable state and federal laws and rules including, but not limited, to California Civil Code Sections 56.20 et seq.

8.1.3.2 If the employee knows in advance that the absence may reasonably be expected to last ten (10) or more days (pregnancy, scheduled surgery, etc.), then the employee may submit a written physician's statement to the supervisor (or designee) prior to beginning the sick leave in lieu of daily notification. The physician's statement shall include the beginning date and the anticipated ending date of said illness.

8.1.3.3 The member's supervisor will be responsible for forwarding the physician's statement to the site administrative officer. The administrative officer will forward the information to the District Employee Benefits Office.

8.1.4 Physician Statement

- 8.1.4.1 A physician is any person licensed as a physician, surgeon, or psychiatrist by the Medical Board of California or by the California Board of Dental Examiners to practice medicine and to prescribe controlled medications. Also covered is treatment by a chiropractor as specified in the Labor Code. "Physician" does not include psychologists or licensed clinical social workers.
- 8.1.4.2 When the absence lasts for ten (10) or more consecutive working days, the unit member shall submit a physician's written statement verifying the illness. Upon request, the unit member shall submit a physician's written statement verifying the need for continued absence for any extended illness and the approximate date when the unit member may be expected to return to work.
- 8.1.4.3 The administrative officer may request a physician's statement to verify any illness absence. The physician's statement shall include a statement that in the doctor's opinion the employee could not work and dates of illness. When requesting the use of "Other Sick Leave," the physician's statement shall include a diagnosis (medical condition).
- 8.1.4.4 The District may request a physician's statement to verify any illness to ensure that an employee is able to resume the duties of the position before allowing him/her to return to work.

8.1.5 Sick Leave Pay

Pay for any day of absence chargeable to sick leave shall be the pay rate which the unit member would have received had the unit member served during the day.

8.2 Use of Accrued Sick Leave for Maternity, Paternity, Birth of Child

- 8.2.1 A classified employee may use accrued sick leave for illness or injury resulting from pregnancy, miscarriage, childbirth, and recovery therefrom. A unit member shall submit to the site administrative officer for forwarding to the Employee Benefits Office a physician's statement verifying the period of time with beginning and ending dates that the unit member was temporarily disabled, ill, or injured because of pregnancy, miscarriage, childbirth, and recovery therefrom.
- 8.2.2 A classified employee may use up to ten (10) days of accrued sick leave for absences to care for his/her newborn child or the mother of the newborn child without prior medical verification. The use of this accrued sick leave is intended for the employee not covered under Section 8.2.1 above. Whenever possible, employees shall provide advance notice for use of this leave. When advance notice is not possible, the employee will notify his/her supervisor within twenty-four (24) hours of the commencement of the leave.
- 8.2.3 A classified employee who is adopting a child may use up to ten (10) days of accrued sick leave for the purpose of caring for the needs of the newly adopted child.
- 8.2.4 One (1) day of absence with pay will be granted to an employee at the birth of his/her child or at the time of legal adoption of a child or the day of adoptive placement of a child. This leave is in addition to the leave provided in Sections 8.2.1, 8.2.2, and 8.2.3 above.

- 8.2.5 The District shall comply with all applicable state and federal laws pertaining to family care leaves and as more specifically expressed in the Family Medical Leave Act (FLMA), California Family Rights Act (CFRA), and Pregnancy Disability Leave (PDL) provisions.

8.3 Use of Accrued Sick Leave for Personal Necessity

- 8.3.1 Seven (7) days of accrued sick leave may be used by an employee during a fiscal year for the following personal necessity reasons: death of immediate family members when leave beyond that allowed by bereavement leave is required; accident involving the unit member or his/her property or an accident involving a member of the employee's immediate family; appearance in court when the unit member is required to appear as a litigant or witness; religious observances of a unit member's faith; serious illness of a member of the immediate family; funeral for a very close friend or relative not included in section 8.3.3; imminent danger to the home of the unit member (such as danger occasioned by flood, fire, or earthquake or of such a serious nature that the unit member could not reasonably be expected to disregard it); inability to get to one's assigned place of duty because of transportation failure (mechanical); or prohibitive weather.
- 8.3.2 Medical and dental appointments of the employee's dependents that cannot reasonably be scheduled at times other than working hours may be charged to personal necessity leave.
- 8.3.3 Immediate family includes: mother, father, grandparent or grandchild of the employee or of the employee's spouse or domestic partner; and step-mother, step-father, spouse, domestic partner, son, son-in-law, step-son, daughter, daughter-in-law, step-daughter, brother, brother-in-law, sister, sister-in-law, aunt or uncle of the employee; child or sibling of domestic partner; wife or husband or domestic partner's child; or any person living in the immediate household of the employee.

8.4 Transfer of Accrued Sick Leave – Between Employers

A regular unit member who has been employed by another public school district within the State of California for a period of one (1) calendar year or more, whose employment has been terminated for reasons other than action initiated by the employer for cause, and who accepts employment with Los Rios within one (1) year of termination with the former district, may have transferred all illness absence credit (sick leave) accumulated with the former district. In any case where an employee was terminated as a result of action initiated by the employer for cause, such a transfer may be made if agreed to by the Board of Trustees. The employee must initiate the transfer of sick leave and the transfer must be accomplished within one (1) year of the termination of his/her former employment. (Education Code 88202)

8.5 Advance Sick Leave and Other Sick Leave (Five Month Law)

- 8.5.1 In addition to accrued sick leave, a permanent unit member will be advanced sick leave up to the number of days allowable in the current fiscal year.
- 8.5.2 Furthermore, each fiscal year a total of one hundred (100) days of sick leave, including the accrued sick leave provided in Section 8.1 and Education Code 88191, will be credited to each member of the unit. Each day of "other sick leave" shall be compensated at the rate of fifty percent (50%) of the employee's regular salary. The paid sick leave provided in this section shall be in addition to any other paid leave and shall be used after the exhaustion of the leaves provided in Education Code 88191 and 88192.

- 8.5.2.1 Allowable "other sick leave" shall not be accumulative from year to year, nor shall an employee be credited with more than one (1) entitlement to "other sick leave" for a single illness or injury. Section 88196.5 of the Education Code is hereby referenced and considered included herein. Use of this five (5) month law requires submission of a physician's statement (see Section 8.1.4).
- 8.5.2.2 Under the terms of this section, provisions of the "other sick leave" may only be used for long-term illnesses of five (5) consecutive days or more, except that follow-up medical treatments related to the original illness may be credited to sick leave under "other sick leave" on an hour-for-hour basis. In order to apply this provision, the employee must be eligible for this sick leave under the terms and conditions cited above.

8.6 Use of Vacation for Illness Absence

Whenever the unit member uses all allowable sick leave, further absence will be charged against accrued vacation; or, with administrative approval, the employee may take loss of pay rather than vacation.

8.7 Industrial Accident and Illness

The District is self-insured for the benefit of the regular unit member who sustains a personal injury in the performance of the job. Industrial accident or illness is defined as an illness or injury supported by a physician's certificate and qualifying as being work-connected under the Labor Code.

8.8 Allowable Days of Compensated Absence

8.8.1 All regular unit members with three (3) full years of District service shall be granted industrial accident and illness absences with full pay for each such accident or illness. Allowable leave shall not exceed sixty (60) working days for the same accident. Allowable leave shall not be cumulative from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

8.8.2 Industrial accident or illness absence shall commence on the first day of absence from work and shall be reduced by one (1) day for each day of authorized absence regardless of any temporary disability award.

8.9 Education Code Restriction on Travel (Education Code 88192)

During industrial accident and illness absence, the unit member must remain within the State of California unless specifically authorized to travel elsewhere by the Chancellor.

8.10 Catastrophic Illness or Injury Leave Program

The purpose of the Catastrophic Illness or Injury Leave Program is to establish a program where employees may donate eligible leave credits to a Catastrophic Illness or Injury Leave Bank that may be used by an eligible employee when that employee or a member of his or her immediate family suffers from a catastrophic illness or injury. The bank will be a pool available to any eligible employee from a participating bargaining unit or employee group. For purposes of administering the program, the Catastrophic Illness or Injury Leave Program shall operate on a cycle of three years. The first cycle of the program shall commence on July 1, 2008 and end on June 30, 2011. Unless otherwise agreed, the Catastrophic Illness or Injury Leave Program shall automatically renew for an additional three year cycle upon the conclusion of a cycle.

- 8.10.1 Definitions
For purposes of this section, the following terms are defined as follows:
- 8.10.2 Catastrophic Illness or Injury
Catastrophic illness or injury means an illness or injury that is expected to incapacitate an employee from work for an extended period of time, or that incapacitates a member of the employee's immediate family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her eligible sick leave, vacation, and other paid time off and is in less than full pay status.
- 8.10.3 Eligible Employee
An eligible employee is a permanent employee of the District who is not receiving benefits under the District's Industrial Accident and Illness program and who is not eligible for or receiving benefits from the District's Disability Income Protection program. To receive benefits from the Catastrophic Illness or Injury Leave Program, an eligible employee must be vested in the Catastrophic Illness or Injury Leave Program, pursuant to Section 1.4.1, and not be in probationary status. An eligible employee is further defined as an employee who due to catastrophic illness or injury is in less than full pay status.
- 8.10.4 Immediate Family
The immediate family of an employee for the purposes of the Catastrophic Illness or Injury Leave Program is defined as: mother, father, son, daughter, step-son, step-daughter, grandparent or grandchild of the employee; spouse or domestic partner of the employee; son or daughter of the domestic partner of the employee; brother or sister of the employee; or legal dependent of the employee.
- 8.10.5 Eligible Leave Credits
Eligible leave credits are accrued, unused vacation hours vested to a permanent employee or a probationary employee who has completed six (6) months or more of service.
- 8.10.6 Catastrophic Illness or Injury Leave Bank
A Catastrophic Illness or Injury Leave Bank shall be maintained by the District as follows:
- 8.10.7 Donations
A permanent employee or a probationary employee who has completed six (6) months or more of service may donate accrued, unused vacation leave to the Catastrophic Illness or Injury Leave Bank. Donations must be in a minimum block of three (3) hours but not more than forty (40) hours per solicitation. A donation once made shall be irrevocable. Donations may only be made upon an official solicitation by the District.
- 8.10.8 Probationary Employee Restriction
A probationary employee who has completed six (6) or more months of service may donate to the Catastrophic Illness or Injury Leave Bank but is not vested in the Catastrophic Illness or Injury Leave Program until he or she satisfactorily completes his or her probationary period. In the event the probationary employee does not complete his or her probationary period, his or her vacation donation will be restored to the employee.
- 8.10.9 Solicitation of Donations
Annually, the District shall solicit donations to the Catastrophic Illness or Injury Leave Bank. The annual solicitation shall occur in April. More frequent solicitations by the

District may be made if the Catastrophic Illness or Injury Committee deems it appropriate.

- 8.10.10 Accounting for Donations
Donations shall be converted to a dollar amount based upon the donating employee's current rate of pay. The District shall maintain a separate accounting of the Catastrophic Illness or Injury Leave Bank.
- 8.10.11 Catastrophic Illness or Injury Committee
A Catastrophic Illness or Injury Committee shall be established to oversee the Catastrophic Illness or Injury Leave Program.
- 8.10.12 Committee Composition
The Committee shall be composed of five (5) voting members with one member each appointed by the LRCEA, SEIU, LRSA, Management and Confidential units. The Director of Human Resources or designee shall serve as the non-voting chair of the Committee. The Committee shall have access to resource staff as deemed appropriate by the Committee in discharging their responsibility.
- 8.10.13 Release Time
Committee members will be provided release time without loss of compensation and benefits, including a reasonable amount of travel time to and from the member's work location, to attend official meetings of the Committee.
- 8.10.14 Committee Charge
The Committee will be charged with oversight of the Catastrophic Illness or Injury Leave Program, including approval or disapproval of applications for Catastrophic Illness or Injury Leave. The decisions of the Committee shall be final. Committee deliberations are confidential and decisions on approving or disapproving a requested leave shall be made by majority, secret vote of members present. In order to approve or disapprove a requested leave a quorum of the Committee, defined as three (3) or more voting members, must be present to vote. The Committee shall also be responsible for determining if additional solicitations other than the annual solicitation in April are needed.
- 8.10.15 Committee Limitation
The Committee may not approve a Catastrophic Illness or Injury Leave that exceeds the available funding in the Catastrophic Illness or Injury Leave Bank.
- 8.10.16 Application for Catastrophic Illness or Injury Leave
An eligible employee who is vested in the Catastrophic Illness or Injury Leave Program and who has satisfactorily completed his or her probationary period may apply for Catastrophic Illness or Injury Leave by submitting an application for such leave to the Director of Human Resources. Applications for Catastrophic Illness or Injury Leave will be reviewed and acted upon by the Catastrophic Illness and Injury Committee. In order for an application to be acted upon, a Release of Medical Information form must accompany the application.
- 8.10.17 Eligible Employee Vesting
An eligible employee must be vested in the Catastrophic Illness or Injury Leave Program prior to receiving a Catastrophic Illness or Injury Leave. To be vested, an eligible employee must have donated a minimum of three (3) accrued, unused vacation hours within each cycle, as defined in Section 1.0 of the Catastrophic Illness or Injury Leave Program. The employee must be vested in the cycle of the Catastrophic Illness or Leave Program in which they apply for a Catastrophic Illness or Injury Leave.

- 8.10.18 Physician Statement Required
A physician's statement verifying the employee's incapacitation or the incapacitation of a member of the employee's immediate family which incapacity requires the employee to take time off from work to care for that family member must accompany the application for Catastrophic Illness or Injury Leave.
- 8.10.19 Length of Leave
The length of a Catastrophic Illness or Injury Leave shall not exceed ninety (90) calendar days commencing from the first day that the employee is in less than full pay status.
- 8.10.20 Requirement to Exhaust All Eligible Paid Leaves
An eligible employee must have exhausted all eligible paid leaves, including accrued vacation and sick leave, and be in less than full pay status to qualify for a Catastrophic Illness or Injury Leave. Other Sick Leave (Five Month Law) and Catastrophic Illness or Injury Leave may be coordinated.

8.11 Reporting Industrial Accident or Illness

- 8.11.1 Employees are expected to exercise due care in performing their duties and to report all hazardous conditions to their immediate supervisor. Should an employee sustain a personal injury on the job, the employee shall notify his or her immediate supervisor, or their supervisor, if the immediate supervisor is not available, immediately or as soon as he or she is physically capable of doing so and request that an industrial accident form be completed. It is the immediate supervisor's responsibility to see that an accident form is filled out and forwarded to the administrative officer on the same day that the accident occurs so that a report may be filed with the District Office within twenty-four (24) hours of the time of the accident.
- 8.11.1.1 Initial Examination by Physician
Benefits cannot be paid to an injured employee under any circumstances unless the report of the accident has been filed by the employee, or if unable, by his or her representative with the immediate supervisor and the District Office, and the employee has been examined by a physician within a reasonable period following the accident.
- 8.11.1.2 Examination by Designated Physician
The District has the right to have the employee examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties, and the degree to which a disability is attributable to the "injury involved."
- 8.11.2 Use of Earned Illness Leave
- 8.11.2.1 When entitlement to industrial accident/illness leave has been exhausted, entitlement to earned sick leave will then be used.
- 8.11.2.2 If a unit member is receiving a compensation award, the person shall be entitled to use only as much sick leave or vacation as, when added to the compensation award, will provide for a full day's gross pay.
- 8.11.3 Indemnity Checks
During any paid industrial accident, the unit member shall endorse to the District the temporary disability indemnity checks received because of industrial accident or illness. The District, in turn, shall issue the unit member appropriate warrants for the payment

of not more than full salary and shall deduct normal retirement and other authorized contributions.

8.11.4 Employee Status During Industrial Injury Absence/Leave

Periods of paid industrial injury absence/leave shall not be considered a break in service.

8.11.5 Physician's Determination Regarding Employee's Health

The extent and duration of an employee's eligibility to receive compensation during industrial injury leave is subject to medical review and determination per the terms and conditions of the insurance contract, except that no contract shall provide less than required by Education Code 88192.

8.11.5.1 With administrative approval and with the physician's authorization, modified work schedules or work assignments may be accommodated for employees who are eligible for industrial accident/illness provisions.

8.11.6 Reemployment List

If, at the conclusion of all paid or unpaid leaves of absence to which the employee is entitled, the employee is still unable to assume the duties of his or her position, the employee shall be placed on a reemployment list for a period of thirty-nine (39) months. If at any time during the thirty-nine (39) months the employee is able to assume the duties of his or her position, the employee shall be reemployed in the first vacancy in the classification of his or her previous assignment. The District may pay and appoint a non-attending physician to examine the employee if the District believes there is cause. The first vacancy in the classification of his or her previous assignment will be determined by the date the position vacancy is authorized to be filled by District Fiscal Services. His or her reemployment will take preference over all other applicants except those laid off for lack of work or lack of funds, in which case he or she shall be ranked according to his or her proper seniority. If the employee refuses the offer of reemployment, he or she shall be removed from the reemployment list and shall have no further rights of reemployment accorded an employee on the 39-month reemployment list.

8.11.7 Designated Medical Facility for Workers' Compensation Treatment

Employees have the right to receive medical care at any of the facilities "Designated Medical Facility for Workers' Compensation Treatment" and to receive temporary disability indemnity, permanent disability indemnity, vocational rehabilitation services, and death benefits. An employee may predesignate his/her own physician if they file the "Predesignation of Personal Physician" form prior to any injury. If an employee does not predesignate a physician, a District designated Workers' Compensation physician will provide the first thirty (30) days of medical care, or until such time after thirty (30) days that the employee designates a physician.

8.11.8 Association Notification of Injury

The employee will receive copies of the claim form and can forward one (1) copy to the LRSA if he/she so desires.

8.12 **Short-Term Military Leave**

8.12.1 Regular unit members whose District service and recent military service total one (1) full year may be granted a short-term leave for the period of ordered duty providing it does not exceed one hundred eighty (180) calendar days (including time involved in going to and returning from such duty) in one (1) fiscal year.

- 8.12.2 When an employee is temporarily called to active military duty to attend military field training exercises, he or she shall be entitled to be paid the difference in his or her regular salary and his or her military duty pay. This differential will be paid for the work days he or she is absent during the first thirty (30) calendar days, providing the absence is during the employee's regular annual work schedule.
- 8.12.3 To qualify for the benefits provided, the unit member must forward a written request for leave accompanied by a copy of the field order to the site administrative officer for forwarding to the District Human Resources Office prior to reporting for training or duty unless ordered to report immediately.

8.13 **Jury Duty**

- 8.13.1 A unit member who is called for jury duty shall be granted the necessary time off with pay, and, if necessary, will be temporarily reassigned to a work shift that coincides with the time the employee is required to serve on jury duty to fulfill this obligation. This is not applicable to any voluntary service. The unit member serving as a member of a jury will receive full pay from the District provided the person signs over and remits to the District all compensation received for such jury duty exclusive of mileage, meals and/or parking expenses.
- 8.13.2 For purposes of this section only, when an employee is required to report for jury duty, the employee's normal work schedule will be adjusted to reflect that the employee's work hours fall within the hours of 8:00 am to 5:00 pm.
- 8.13.3 If an employee is released from jury duty prior to having completed the regular number of work hours for that day, the employee is expected to return to work and complete his/her work hours for that day.
- 8.13.4 The employee is expected to return to work whenever it is not necessary to be absent the entire day providing the return does not create unreasonable expectations of the employee.

8.14 **Bereavement Leave**

Every regular unit member shall be granted necessary leave with pay, not to exceed three (3) days or five (5) days if out-of-state travel is required, in the event of the death of any member of the employee's immediate family (as defined in Section 8.3.3). One (1) additional day may be taken for in-state travel in excess of three hundred fifty (350) miles one way from Sacramento. The employee will furnish the immediate manager with the destination, name of the deceased, and the relationship to the employee. In addition to immediate members as defined in Section 8.3.3, nieces and nephews of the employee will be considered members of immediate family for bereavement leave only.

- 8.14.1 To document bereavement leave, the employee must record on their monthly absence report the name of the deceased and their relationship to the deceased.

8.15 **Personal Business**

- 8.15.1 Any unit member, including employees who work an alternate work schedule, may be granted necessary time off with pay, not to exceed two (2) days (16 hours) per year, to resolve personal matters which require attention during work hours and which are the responsibility and rightful concern of the individual. Personal business leave must be approved in advance by the appropriate supervisor. Unused personal business leave does not accrue from one year to the next.

8.15.2 Personal business leave is to be used for activities that the employee could not reasonably be expected to accomplish during non-duty times. Financial or legal appointments are appropriate uses of personal business leave. Vacation and/or recreational activities and related travel are not appropriate uses of personal business leave. Personal business leave taken shall be a minimum block of one (1) hour or more.

8.16 Critical Illness

Three (3) days per year with pay shall be granted in the case of critical illness or accident to a member of the employee's immediate family as defined in Section 8.3.3. A statement by the physician verifying the illness or accident is life threatening and the need for the employee to be present with the immediate family member shall be attached to the employee's Cumulative Absence Report form prior to submitting to his or her immediate supervisor. To qualify for critical illness leave, the situation must be or relate to an illness or condition involving the danger of death.

8.17 Quarantine

An employee whose place of residence is officially quarantined by the officer of competent jurisdiction shall receive full salary during the period of enforced quarantine. If the employee is personally sick, the days of quarantined absence shall be counted against accumulated and current sick leave credited to the employee. If the employee is not ill, no deduction will be made from accrued sick leave.

8.18 Required Court Appearance

8.18.1 One (1) day of absence per year, with pay, will be allowed for a unit member to appear as a witness in court if subpoenaed as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. An exception is to be made if the unit member is acting in the capacity of witness at the request of the District's legal counsel on behalf of the District. In such instances, the unit member will be treated as if in paid status (e.g., as if attending a workshop).

8.18.2 A copy of the subpoena must be attached to the Cumulative Absence Report form submitted by the employee.

8.18.3 The employee is expected to return to work whenever it is not necessary to be absent the entire day providing the return does not create unreasonable expectations of the employee.

8.19 Vacation

Full-time classified unit members earn vacation days at the rate of 1.75 working days per month or twenty-one (21) working days each fiscal year.

8.19.1 Eligibility for Vacation

8.19.1.1 A regular classified unit member must have served the District six (6) calendar months and be in paid status seventy-five percent (75%) of the working days in each calendar month to be eligible to use vacation.

8.19.1.2 Regular classified unit members who are in paid status less than seventy-five percent (75%) of the working days in the month will earn vacation in proportion to the time served.

8.19.1.3 Earned vacation shall not become a vested right until completion of the initial six (6) months of employment. (Education Code 88197e)

8.19.1.4 No vacation shall be used prior to the time it is earned.

8.19.2 Pay for Earned Vacation

8.19.2.1 Unit members earn vacation pay at the range and step of the pay rate for the position to which the unit member is regularly assigned at the time the vacation is commenced.

8.19.2.2 Upon separation from service (after six (6) months of employment or more), the unit member shall be entitled to lump-sum compensation for all earned and unused vacation.

8.19.2.2.1 Payment for accrued vacation days upon retirement or resignation shall not exceed sixty (60) days plus the maximum number of days that may be earned from September 1, to the month of retirement/resignation.

8.19.2.2.2 Employees who are age 55 or older in the year of separation from service shall automatically become a participant in the vacation 403(b) Special Pay Plan. The unit member's vacation payout shall be deposited into the Special Pay Plan at time of separation. If the payment exceeds the maximum annual IRC Section 415 limit, reduced by the employee's personal IRC Section 402(g) limit, the excess will be paid in cash to the employee.

8.19.3 Scheduling Vacations

8.19.3.1 Vacations must be approved in advance by the appropriate administrator at the convenience of the operating unit.

8.19.3.2 Vacation time cannot be used by unit members for a period of less than one (1) hour.

8.19.3.3 An LRSA member may accrue up to 480 hours (60 days) of unused vacation as of September 1. The District will provide written notification to the LRSA members of their vacation balances at six (6) month intervals. If an approved written request for use of accrued vacation days is subsequently denied and the days cannot be rescheduled during the remainder of the year, the employee will be allowed to carry the requested amount as excess to the above stated amount into the following year.

8.19.3.4 The manager of an employee who may exceed the maximum accrual limit in Section 8.19.3.3 and who has not submitted a vacation request by September 30 will meet with the unit member to establish a vacation plan to be in compliance with the accrual maximum.

8.19.3.5 The District may allow permanent unit members to interrupt or terminate vacation in order to begin another type of paid leave without a return to active service provided the employee supplies adequate notice or relative supporting information regarding the basis of such interruption or termination.

8.19.4 Holidays Observed

- 8.19.4.1 All unit members shall be entitled to legal holidays with pay providing the holiday falls during their normal work year and they are in paid status during any portion of the working day immediately before or after the holiday.
 - 8.19.4.1.1 New employees whose first day of employment is the day after a holiday do not receive pay for that preceding holiday.
 - 8.19.4.1.2 Employees who resign or terminate shall not be eligible for any holidays after the last day worked.
- 8.19.4.2 The following legal holidays will be observed: Independence Day; Labor Day; Admission Day (if colleges close on that day); Veterans' Day; Thanksgiving Day; Christmas Day; New Year's Day; Martin Luther King's Holiday; Lincoln's Day; Washington's Day; Memorial Day. (Education Code 88203)
- 8.19.4.3 Other school closure days appointed by the President or Governor as holidays for a public fast, thanksgiving, or other celebration.
- 8.19.4.4 When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.
- 8.19.4.5 When it is permissible under the Education Code to observe a holiday on alternative dates, the District will determine the specific date to be observed.

8.19.5 Board-Granted Days Off

All regular employees shall be entitled to Board-granted days off with pay provided the days fall within their normal work year and they are in paid status during any portion of a working day immediately before or after the holiday. The Board-granted days off to be observed will be Friday after Thanksgiving; Friday during spring recess; and a minimum of seven (7) days between the end of the fall semester and January 2nd of the next calendar year. The minimum (7) day winter break includes the two (2) legal holidays and the in-lieu of day that fall within this period.

8.19.6 Compensation for Holidays and Board-Granted Days Off Worked

Should a holiday or Board-granted day(s) off occur while an employee is absent from work because of sick leave, vacation, or other paid leave of absence, the holiday shall be considered as time worked and shall not be deducted from any other paid leave of absence.

8.20 **LRSA Conferences**

- 8.20.1 For a given fiscal year, a maximum of ninety-six (96) hours of release time shall be provided to Association executive board members, representatives and other Association authorized individuals for their attendance at conferences, conventions, and workshops relevant to representation issues and other Association business. Up to eight (8) hours of release time shall be provided to each individual and may be used in minimum blocks of four (4) hours and up to eight (8) hours release time.

- 8.20.2 Unit members must request such leave in advance, in writing, to the Director of Human Resources and have prior approval of their immediate supervisor.

8.21 **General Conditions Governing Leaves With Pay**

8.21.1 Notification to First Level Manager

The unit member shall notify the first level manager of the reason for the leave and the amount of time to be involved. When the absence cannot be anticipated in advance, the first level manager and the administrative officer shall be notified of the reason for the absence and the estimated time required at the unit member's earliest reasonable opportunity.

- 8.21.1.1 Unit members shall not be required to secure advance permission for leave taken for any of the following reasons:

8.21.1.1.1 Death or serious illness of a member of his/her immediate family.

8.21.1.1.2 Accident involving the unit member or his/her property or an accident involving a member of the employee's immediate family.

8.21.1.1.3 Imminent danger to the home of the unit member when the danger requires the attention of the unit member during his/her assigned hours of duty. Such danger may be occasioned by flood, fire, earthquake or be of other serious nature and under such circumstances as cannot reasonably be disregarded by the unit member.

- 8.21.1.2 The unit member shall notify the first level manager or site administrator within a reasonable period of time unless there are extenuating circumstances beyond the employee's control of such leave.

- 8.21.2 The District may require documentation supporting the employee's need for absence.

8.21.3 Report of Absence

8.21.3.1 Administrative officer means the Vice President of Administration (or designee) at the college and the Deputy Chancellor (or designee) at District Office/Facilities Management.

8.21.3.2 Upon termination of absence, the unit member shall complete the report of absence form stating the reason for the absence.

8.21.4 Gainful Employment Disallowed

A unit member shall not be allowed to undertake any gainful employment while absent unless specifically authorized by the Board of Trustees. The unit member may be required to certify that he/she was not gainfully employed.

8.21.5 Salary Compensation

Unit members who are absent from work during required periods of service shall be entitled to salary compensation during the period of such absence as expressly provided by this Agreement.

8.21.6 Failure to Return to Duty

A unit member who fails to return to duty upon completion of a leave of absence may be dismissed by the District unless such unit member was unable due to causes beyond his/her control to return to duty in which event the unit member must report the circumstances as soon as he/she is able to do so.

8.21.7 Effect of Paid Leave on Continuity of Service

Periods of paid leave shall not be considered a break in service.

8.21.8 For leave reporting purposes under Article 8, reference to a day means an eight (8) hour day, or a pro-rata thereof if the employee regularly works less than eight (8) hours in a given day. If the employee works an alternate work schedule, thereby working more than eight (8) hours in a given day, the word "day" is not intended to include the additional hours, except in the Articles related to Industrial Accident and Illness, Short-term Military Leave, Bereavement, Birth of Child, Critical Illness and Quarantine leaves. This definition is not intended to change the meaning of a 'calendar day.'

Article 9: Leaves Without Pay

9.1 Conditions for Leaves Without Pay

- 9.1.1 A unit member will need to submit a request for leave without pay along with supporting reasons and/or documents to the administrative officer at least one (1) month prior to the date of the leave. Two (2) weeks prior to the effective ending date of the leave (as originally requested); the unit member must notify the administrative officer of the intent to return to work (or request an extension of the leave).
- 9.1.2 A unit member on leave without pay earns no benefits, except as expressly mandated by law, including time toward seniority standing. To earn a service increment, a regular employee must work seventy-five percent (75%) or more of the working time between anniversary dates.
- 9.1.3 Gainful employment, unless specifically authorized by the Board of Trustees, is disallowed during leaves of absence. Consideration will be given in the event an employee requests permission to obtain gainful employment.

9.2 Long-Term Health Leave

- 9.2.1 A permanent unit member who has used all entitlement to sick leave and vacation or other available paid leave and who must be absent because of accident or illness may be granted a long-term unpaid health leave for a maximum period of one (1) year.
- 9.2.2 A unit member, upon ability to resume the duties of a position within the class to which he/she was assigned, may do so by notifying the site administrative officer in writing for forwarding to the District Human Resources Office two (2) weeks prior to the planned return providing that the attending physician verifies that the unit member is fully able to assume all the duties of the position. The District may pay and appoint a non-attending physician to examine the employee if the District believes there is just cause. Time lost shall not be considered a break in service.
- 9.2.3 If, at the conclusion of the leave of absence, the unit member is still unable to assume the duties of his/her position, he/she shall be placed on a reemployment list for a period of thirty-nine (39) months.
- 9.2.4 If, at the conclusion of all paid or unpaid leaves of absence to which the employee is entitled, the employee is still unable to assume the duties of his or her position, the employee shall be placed on a reemployment list for a period of thirty-nine (39) months. If at any time during the thirty-nine (39) months the employee is able to assume the duties of his or her position, the employee shall be reemployed in the first vacancy in the classification of his or her previous assignment. The District may pay and appoint a non-attending physician to examine the employee if the District believes there is cause. The first vacancy in the classification of his or her previous assignment will be determined by the date the position vacancy is authorized to be filled by District Fiscal Services. His or her reemployment will take preference over all other applicants except those laid off for lack of work or lack of funds, in which case he or she shall be ranked according to his or her proper seniority. If the employee refuses the offer of reemployment, he or she shall be removed from the reemployment list and shall have no further rights of reemployment accorded an employee on the 39-month reemployment list.

9.3 **Long-Term Military Leave**

Military leave without pay may be granted to a permanent unit member for a period for one (1) year and extended upon request as substantiated by appropriate military orders. The District shall comply with the applicable provisions of both state and federal military leave laws.

9.4 **Family Care Leave**

9.4.1 The District shall comply with all applicable State and Federal laws relating to Family Care Leave.

9.4.2 A child care leave without pay for a maximum length of one (1) year may be granted to a permanent unit member. The one (1) year period shall include leave time provided by the Family Care Leave program.

9.4.3 A permanent employee may be granted additional unpaid leave immediately following the birth or adoption of a child that when added to the Family Care Leave provisions does not exceed one (1) year.

9.5 **Personal Leave**

A permanent unit member who has used all entitled vacation time and who must be absent from work because of pressing personal reasons may be granted a personal leave without pay for a specified period of time not to exceed twelve (12) months.

9.6 **Full-Time Educational Leave**

9.6.1 A full-time educational leave without pay for a maximum length of one (1) year may be granted to a permanent unit member who has worked for the District for seven (7) consecutive years when it has been determined by the College President or the appropriate Deputy Chancellor (or designee) to be in the best interests of the District.

9.6.2 Eligible employees may also apply for and participate in the Staff Development Leave Program (paid leave) described in Section 5.10. Both leaves (paid and unpaid) may be combined for a maximum length of one (1) year.

9.7 **Part-Time Educational Leave**

A part-time educational leave, without pay, may be granted to a unit member who has served the District for three (3) consecutive years, upon request of the unit member and the administrative officer with the approval of the College President {or Deputy Chancellor (or designee) for District Office employees}. The following conditions shall be given consideration:

- a. The course or training session is a part of a program approved by the administrative officer to improve the unit member's performance in the position he/she holds;
- b. The unit member and the administrative officer can work out a schedule so that the department's work load will not be adversely affected by the employee's absence;
- c. Additional funds will not be required.

9.8 **Peace Corps Leave**

Permanent unit members who become Peace Corps volunteers may request a leave without pay for the period of their service in the Peace Corps not to exceed one (1) year.

Article 10: Compensation Salary & Benefits 2012-15

10.1 **Funding Sources for Salary & Benefit Improvements**

The bargaining unit shall receive its proportionate share of eighty percent (80%) of certain new or increased unrestricted revenue which is above an established base amount. Such revenues and related base amounts are defined in Appendices A and B.

10.2 **Salary Schedules**

Salary schedules for all job classifications assigned to the supervisory unit are identified as per the salary schedule.

10.3 **Initial Salary Placement**

All regular supervisors, at the time of employment, will be placed on the first step of the appropriate salary range of the classified supervisor salary schedule. Under extenuating circumstances, the Chancellor may authorize a higher step.

10.4 **Service Increment**

On the anniversary date, a regular supervisor will be advanced to the next higher step increment of the salary range assigned to his/her position classification until Step 5 of the range is reached if the following conditions are satisfied: (1) the supervisor must have served seventy-five percent (75%) of the required working days; i.e., one hundred ninety-five (195) working days including holidays, paid sick leave, vacation, and other paid absences or leaves; and (2) the supervisor's report of performance evaluation must show an overall rating of "satisfactory" or better.

10.4.1 When the employee's report of performance evaluation is not such to warrant the step increase, the employee will be reevaluated in ninety (90) calendar days through the use of an additional performance evaluation as identified in Board Regulation 6141, Section 2.1.3. If the employee's special performance evaluation is no longer below the necessary standard for a step increment, the employee will be granted the step increment retroactively to his/her anniversary date. If performance is not meeting the necessary standard after the two (2) performance reviews, a step increase will not occur until the next successful review (refer to Article 5.4).

10.4.2 For anyone hired from the 1st through the 15th of the month, the anniversary date will be the first of that month; for anyone hired from the 16th through the 31st of the month, the anniversary date will be the first of the following month.

10.5 **Longevity Increment**

10.5.1 A regular supervisor who has satisfactorily served the District ten (10) full years of paid service will be granted a longevity step not to exceed the equivalent of a one-step increment.

10.5.2 Step 6 of the salary schedule is the ten (10) year longevity step for any member of the Supervisor's unit who attains ten (10) full years of paid service and has reached Step 5 of the salary schedule. No member of the Supervisor's unit shall advance to Step 6 of the salary schedule until he/she has completed ten (10) full years of District service.

10.5.3 A regular supervisor who has satisfactorily served the District for fifteen (15) full years will be provided an additional four percent (4%) for the fifteen (15) year longevity step.

In 1994-95, the fifteen (15) year longevity increment replaced the twenty (20) full years of service requirement/eligibility.

- 10.5.4 After funding all other continuing costs as defined in Appendix A, Section A.2, including a continuing salary schedule improvement for all members at a minimum of two percent (2%) that is implemented, any remaining funds will be used to add a third longevity increment of two percent (2%) for twenty (20) full years of service. In the event that remaining funds are not sufficient to fund the full increment, then those funds will be set aside to be combined with any residual funds as defined above in subsequent years until sufficient funds are available for implementation. The increment will be effective in the year that the total amount needed is available and will be retroactive to either July 1 or the date the employee achieves the increment. If additional continuing funds remain after funding the minimum salary schedule improvement and the additional longevity step, those will be distributed as per Appendix A. Set aside funds will be distributed as one-time only until implementation occurs.

10.6 Longevity Earned – Across Units

10.6.1 Eligibility for Longevity Increments Across Units

In accordance with collective bargaining provisions, employees of the Los Rios Community College District are categorized into the following units: White Collar; Blue Collar; Supervisors; Confidential/Management; and Faculty. Each unit is represented within the parameters of the law either by an exclusive representative or by an association.

10.6.1.1 The District provides a longevity service increment to regular employees at either ten (10), fifteen (15) or twenty (20) years of service with the District, or a combination of two (2) service increments. Eligibility for the longevity service increment is defined in each of the collective bargaining agreements with Los Rios Community College District. For purposes of determining eligibility for a longevity service increment, qualifying years of paid service as defined in the applicable collective bargaining agreement apply.

10.6.1.2 If a unit member transfers to another employee unit of the District, cumulative years of regular paid service for the longevity service credit which was earned by the employee in this District under another unit's collective bargaining contract are retained and shall be combined with other qualifying service years within the new unit to determine overall eligibility for longevity service credit.

10.7 Working Out of Classification within the LRSA Unit

10.7.1 A supervisor who is required to work out of classification (i.e., perform duties and assume responsibilities in a position class above or different from those outlined in the job specifications for the employee's regularly assigned position) for six (6) days or more within a fifteen-calendar-day period shall be paid an increased salary for the entire period of the temporary assignment.

10.7.2 Supervisors so assigned will be paid at Step 1 of the appropriate range for the position that the employee is filling on a temporary basis or at an increase of one (1) step or four percent (4%) above the monthly salary earned in his/her regularly assigned position, whichever is greater.

10.7.3 The supervisor working out of classification will be returned to regular classification with attending changes in rate of pay upon completion of the temporary assignment or in

case it is necessary to replace the temporarily assigned employee because of illness or vacation.

- 10.7.4 Holidays and Board-granted days off falling within the out of classification period will be paid at the out of classification rate.
- 10.7.5 Intermittent sick leave used during the out of classification period will be compensated at the out of classification rate, provided the leave is properly authorized and another regular placement is not required.
- 10.7.6 A written request from an employee for out of classification pay shall be made to the employee's immediate manager. The manager shall respond within ten (10) work days of receipt of the written request.
- 10.7.7 Should a request for out of classification pay be denied, the employee and/or the LRSA may grieve the matter pursuant to the established grievance procedure.

10.8 **Shift Differential**

- 10.8.1 Supervisors who are regularly assigned to work ten (10) or more hours of their weekly scheduled shift between 6:30 pm and 12:30 am shall receive the equivalent of one (1) range shift differential (4%). Typically, this work shift is called "swing shift."
- 10.8.2 Supervisors who are regularly assigned to work twenty (20) or more hours of their weekly scheduled shift between 12:30 am and 6:30 am shall receive the equivalent of two (2) range shift differentials. This work shift is called the "graveyard shift."
- 10.8.3 Supervisors who are temporarily or intermittently assigned to a swing shift or graveyard shift shall receive the appropriate shift differential stated in Sections 10.8.1 or 10.8.2. The supervisor must have been assigned the different shift for a fifteen (15) calendar day period and work a minimum six (6) days at the different shift.

10.9 **Repayment of Money Owed District**

- 10.9.1 If monies are paid to an employee in excess of the appropriate amount due the employee, the employee is liable and responsible for payment of the monies owed to the District. The employee shall bring the overpayment to the attention of the District Payroll Office as soon as it is discovered by the employee.
- 10.9.2 When the District discovers the error, the Payroll Office shall notify the employee of the amount and nature of the overpayment. The District will collect the overpayment that occurred in the previous four (4) years measured from the date the employee is notified and Civil Code statute of limitations for the District regarding underpayments except in cases of fraud or other criminal intent.
- 10.9.3 If any one of the following conditions apply, the money owed to the District shall be deducted from the next warrant due to the employee:
 - 10.9.3.1 Any overpayments of \$200 or less.
 - 10.9.3.2 When the error is discovered and the employee is notified within seven (7) working days of the overpayment followed by written confirmation.
 - 10.9.3.3 When the overpayment is the result of overuse of leave privileges.

- 10.9.3.4 Overpayment of extraordinary amounts that the employee would reasonably be expected to recognize.
- 10.9.4 Any amounts due not falling into any of the above categories will be deducted from future salary warrants at a rate of twenty percent (20%) of the employee's gross pay, but not less than \$200 per pay period until all money is repaid unless other arrangements as stipulated in Section 10.9.5 have been agreed to.
 - 10.9.4.1 If an employee terminates employment with the District before the overpayment has been repaid, the remaining balance will be deducted in full from the final pay warrant. If the amount owed exceeds the final pay warrant, the remaining amount due shall be repaid to the District within thirty (30) days.
 - 10.9.4.2 Regular eleven-month employees will continue any repayment plan during their non-scheduled month by remitting the appropriate payment to the District Payroll Office by the first day of each month.
- 10.9.5 Requests for alternate payment plans may be submitted to the Director of Accounting Services. The decision to allow an alternate payment plan shall be based on any factors deemed relevant by the Director of Accounting Services at the District Office.
- 10.9.6 Disputes regarding overpayments shall be subject to the grievance procedure through Level III, as outlined in Section 12.6.3. Once an employee files a grievance, no payroll withholding or deduction of the employee's pay shall occur until such time that the grievance is abandoned, resolved, or until the Level III response is provided.

This section shall not apply to necessary adjustments when employees have overused available leaves, in which case corrections to pay are made immediately.
- 10.9.7 The District and/or the employee, without LRSA representation, may pursue other legal methods of resolution of a dispute regarding the debt.
- 10.9.8 Nothing in this section shall preclude an employee from agreeing to repayment of the debt in larger increments provided the employee agrees to do so voluntarily.
- 10.10 **Facilities Management Supervisor Compensation**
 - 10.10.1 Facilities Management supervisors listed in Section 10.10.1.1 will receive \$130 monthly in additional compensation. These positions are recognized as regularly responding to two (2) or more calls per week after or before hours.
 - 10.10.1.1 a. Facilities Maintenance Supervisor
 - b. Grounds Supervisor
 - c. HVAC Supervisor
 - d. Structures Supervisor
 - e. Utility Systems Supervisor
 - f. Transportation Supervisor

Article 11: Fringe Benefits and Insurance Programs

11.1 Health and Welfare Benefits

The District will provide coverage for health and welfare benefits for members of the unit through plans recommended by the District Insurance Review Committee (IRC) and adopted by the District. The Los Rios Supervisors Association may appoint a unit member as their representative to this committee.

11.2 Medical Insurance

The District medical premium contribution for 2011-2012 is \$860.23 per month for full-time (12 months) unit members who elect coverage. Any increases above this level during the term of this contract shall be funded from defined revenues described in Appendices A and B.

11.2.1 The District contribution for medical plans will be made to one (1) of the following health plans currently offered as selected by the unit member:

- a. Kaiser Health Plan;
- b. Health Net Plan(s); or
- c. other District plans and packages recommended by the District Insurance Review Committee.

11.2.2 The maximum District contribution for medical premiums shall be based upon the lowest monthly premium established by the District carriers.

11.3 Dental Insurance

The District's self-funded dental premium for 2011-2012 is \$130.48 per month for full-time (12 months) unit members who elect coverage under the District's program. Any increases above this level during the term of this contract shall be funded from defined revenues described in Appendices A and B.

11.4 District Contributions for Less Than Full-Time Unit Members for Medical and Dental

For less than full-time members of the unit, the District shall contribute on a pro-rata basis the percentage of part-time to full-time monthly contribution rate. The full-time equivalent factor is based upon an assigned twelve (12) month work year and forty (40) hours per week.

11.5 Benefits Upon Separation from the District

Unit members who resign or retire will be offered Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) continuation benefits. COBRA is a federally mandated program providing the right to continuation of medical and/or dental coverage for up to eighteen (18) months at group rates plus a small administrative fee. The District will continue to comply with any federally mandated modifications to COBRA.

11.6 Section 125 Plan – Premium Only Plan, Dependent Care Assistance Program and Flexible Spending Accounts

11.6.1 Medical and Dental Premiums (Premium Only Plan)

The payroll calculations used by the District considers the pre-tax effect for medical and dental premium out-of-pocket costs paid by LRSA members and other District employees.

- 11.6.2 Section 125 Plan – Dependent Care Assistance Program and Medical Expense Flexible Spending Account
A Dependent Care Assistance Program is provided to employees as permitted by Internal Revenue Code 125. This plan allows employees to annually elect to have a specified amount withheld from the salary payments for dependent care costs before income taxes are calculated. Employees must file claims for reimbursement with the District when eligible costs have been incurred which then allows employees to pay for dependent care costs with pre-tax dollars. The District also has a Medical Expense Flexible Spending Account (FSA) plan. The plan enables employees to fund eligible uncovered medical/dental/vision expenses with pre-tax dollars.
- 11.6.3 If an employee's monthly pay is not adequate to allow for the dependent care or FSA deduction, that month's deduction will be skipped.
- 11.6.4 The District may charge participants a fee to cover the costs of administering the program should a third party administrator be engaged. LRSA shall participate in the selection of a third party administrator through the District Insurance Review Committee.
- 11.6.5 A detailed description of plan benefits, eligible costs, and requirements can be obtained by contacting the Los Rios Employee Benefits Office. Employees should review this literature before electing to participate in either the Dependent Care Assistance Plan or the Medical Expense FSA.
- 11.6.6 Participation in the plan requires an annual election made at the time of hire or during the open enrollment period each year held in conjunction with the medical/dental open enrollment period. There are no other opportunities during the year for employees to elect to participate in or withdraw from the plan.
- 11.6.7 Continuation of this plan is subject to the Internal Revenue Code. Should the code be changed or modified in any way, the plan shall be amended to comply with any federal/state changes and as determined by the District and LRSA through the District Insurance Review Committee.

11.7 **Life Insurance**

- 11.7.1 The District shall provide \$50,000 of term life insurance and accidental death and dismemberment coverage for regular employees of the unit through plans recommended by the District Insurance Review Committee and adopted by the District.
- 11.7.2 This coverage is provided to regular unit members with a permanent assignment of fifty percent (50%) or more and is effective upon meeting the eligibility requirements at no out-of-pocket cost to the participants.

Any premium increases shall be borne by the unit's proportionate share.

11.8 **Payroll Deductions Schedule**

- 11.8.1 The District will continue to pay the established amount for medical and dental insurance coverage for the employee as long as he/she remains in paid status. Any out-of-pocket costs for the selected insurances shall be deducted over the pay period of the employee.

11.9 **Disability Income Protection**

The District shall maintain its current contribution and coverage level for long-term disability insurance for the life of this contract for unit members who work fifty percent (50%) or more of full-time. For purposes of disability income coverage, fifty percent (50%) or more is based upon a minimum twenty (20) hours or more a week.

- 11.9.1 Such coverage is generally defined as two-thirds (2/3) of the unit member's monthly salary to a maximum of \$12,000 disability income per month, whichever is less.
- 11.9.2 Unit members who receive payment under the terms of the policy of the District's disability income protection plan shall be provided the same level of District medical benefits that they were receiving at the time of disability for the period not to exceed twelve (12) months following the expiration of the employee's accrued sick leave benefits, as defined by Education Code 88191. This benefit is provided to eligible employees for a maximum of twelve (12) months only during his/her employment with the District.
- 11.9.3 Payment arrangement for any monthly out-of-pocket premium costs in excess of the established District contribution must be made with the District Employee Benefits Office. Any out-of-pocket premium costs must be paid by the first day of each month or coverage will lapse.
- 11.9.4 If the disability payments should stop for any reason during the one (1) year period and the employee has not returned to work, the District contribution will terminate on the last day of the month in which the disability payments ceased. The unit member shall immediately notify the District if disability payments cease.
- 11.9.5 After the twelve (12) month period, unit members qualifying to receive payment under the terms of the policy for disability income protection may continue to be covered under the District's medical benefits program at the employee's expense provided that the program or policy permits such participation. Payment arrangements must also be made with the District Employee Benefits Office.
- 11.9.6 Employees who elect to retire during this one (1) year period and who qualify for the retiree medical District contribution shall immediately be subject to the rules governing retiree District contributions.
- 11.9.7 Should the employee's resignation or termination occur within the twelve (12) month period, the employee may elect COBRA benefits or District medical extension only.
 - 11.9.7.1 If the employee elects COBRA benefits, the District will pay the amount determined in Section 11.9.2 toward the COBRA medical premium until the District has paid the full twelve (12) month benefit provided in Section 11.9.2. During this period, the employee must pay the normal employee contribution to maintain this benefit. The employee shall make any COBRA premium payments thereafter. The District will continue to comply with any federally mandated modifications to COBRA.
 - 11.9.7.2 If the employee elects District medical extension only, the District will pay the amount determined in Section 11.9.2 toward the medical premium until the District has paid the full twelve (12) month benefit provided in Section 11.9.2. During this period, the employee must pay the normal employee contribution to maintain this benefit. The employee's participation in the District medical plan will cease at the end of the District-paid period. The District will continue to comply with any federally mandated modifications to COBRA.

11.10 Unemployment Insurance

The District participates in the statewide program of unemployment insurance for classified employees. Eligibility to receive benefits during periods of layoff or upon termination of employment is determined by the State Employment Development Department.

11.11 Parking Fees

Access to parking lots on District properties is provided to LRSA unit members as a fringe benefit. Costs for this parking shall not be chargeable to monies assigned to LRSA per the compensation formula defined in Appendices A and B.

11.12 Health Care Benefit for Retirees

11.12.1 The District shall make monthly contributions based upon the following schedule for full-time regular members of the bargaining unit age fifty-five (55) and over who have ten (10) prior years of service with the District at the time of retirement and who retired during the term of this contract and were employed before June 30, 1990.

11.12.2 For full-time regular members of the bargaining unit who were hired after June 30, 1990, the District shall make monthly contributions for full-time regular members of the bargaining unit who are age fifty-five (55) and over and have fifteen (15) prior years of service with the District at the time of retirement.

11.12.3 Contributions of up to \$216 per month for the eligible unit member who is retiring shall be made toward the premium cost of medical insurance for the retiree only.

11.12.4 The amount of the District contribution toward retiree health care benefits may exceed the above amount if such increase is determined by policies publicly adopted by the Board of Trustees.

11.12.5 The retiring employee may elect to be covered by a health plan other than a District health plan and the established monthly District contribution level shall apply. Once a health plan other than the District's plan is selected, the retiring employee or retiree will not be allowed to re-enroll in a District health plan.

11.12.6 In order to receive the District contribution upon retirement from the District, the employee must be vested in either the California Public Employees Retirement System (PERS) or the California State Teachers' Retirement System (STRS) and be collecting retirement benefits from either PERS or STRS.

11.12.7 The monthly District contribution for health care benefits for the retiree shall be processed electronically utilizing the retiree's selected financial institution.

11.12.8 The District contribution as defined in Section 11.12.3 shall also apply to eligible members of the bargaining unit who retire between the ages of fifty (50) and fifty-five (55), if the unit member was receiving disability income under the District's disability income protection plan just prior to retirement and the qualifying years of service have been met.

Article 12: Grievance Procedure

12.1 Definition

- 12.1.1 For the purpose of this Agreement, a grievance is an allegation, either oral or written, by a member of this bargaining unit, a group of members (if they allege the same violations), or the bargaining unit itself (if alleging a violation under Article 5) that the grievant (or grievants) has been adversely affected by a violation, misapplication, or misinterpretation of the terms of this Agreement.
- 12.1.2 Both parties agree that the purpose of this grievance procedure is to resolve grievances at the lowest possible administrative level.
- 12.1.3 All levels of the grievance procedure must, unless otherwise mutually agreed to by the parties of this Agreement, be exhausted prior to seeking other relief.

12.2 Exclusions

Specifically excluded from this procedure are those issues, including dismissal actions, for which other appeal and adjudication processes are provided in state law, including any dispute concerning:

- a. Recognition
- b. No Strike Clause
- c. Management Rights
- d. Evaluation Standards Employed/Judgment Rendered
- e. Discipline/Discharge

12.3 Conditions of the Grievance Process

- 12.3.1 Unit Member Representation
The unit member may be represented by the Association at any level of the grievance procedure.
- 12.3.2 Definition of a Day
A day is any day Monday through Friday except legal and Board-declared holidays.
- 12.3.3 Time Limits
Time limits specified in the grievance procedure may be waived by mutual written consent of the unit member and the District. Failure to submit the grievance in accordance with time limits (unless waived by both parties) shall constitute abandonment of the grievance. Failure by the District to submit a written reply within the specified time at any step shall permit the grievant to proceed to the next grievance level.
- 12.3.3.1 Appendix C contains a grievance timetable-tracking sheet.
- 12.3.4 A grievance may be terminated at any time upon receipt of a signed statement from the unit member or his/her unit representative that the grievance has been resolved.
- 12.3.5 Release Time
The grievant (and Association representative where applicable) and witnesses, when called, may be released from duty when necessary to attend official conferences or hearings with the District at each level of the grievance procedure.

12.3.6 Grievant Rights
Should the grievance proceed to a hearing before the Board of Trustees, the grievant has the right:

- a. To be present at the hearing
- b. To hear testimony presented to the Board
- c. To give testimony in his/her own behalf
- d. To call others to give testimony in his/her behalf
- e. To question (personally or through representation) any person giving testimony
- f. To be accompanied by counsel

12.3.7 Records
All records of the grievance shall be filed with the District Human Resources Office separately from the personnel files of the participants. Upon written authorization of a unit member, his/her designated representative may review the unit member's personnel file.

12.3.8 Non-Reprisal
Neither the Board of Trustees, nor any member of the administration nor the Association shall take reprisals affecting the employment status of any employee of the District by reason of the employee's participation in a grievance procedure.

12.3.9 Consolidation
If the same grievance or substantially the same grievance is made by more than one (1) grievant, LRSA and the District by mutual agreement shall be allowed to consolidate such grievances and process them as if they were a single grievance.

12.4 **Processing of Grievance**

Grievances will be processed in the following manner and within the stated time limits. A written grievance must be filed within twenty (20) working days of the time when the grievant knew, or with due diligence should have known, of the event giving rise to the alleged violation.

12.5 **Pre-Grievance Dispute Resolution**

Step 1: Prior to filing the written grievance, the unit member shall attempt to settle the dispute by meeting with the immediate supervisor. If the grievance is not resolved at the informal conference, the unit member may proceed to the formal grievance procedure by filing the grievance form or proceeding to Step 2 of pre-grievance dispute resolution.

Step 2: Parties should exhaust an alternate dispute resolution process, such as the Interest Based Approach (IBA), before submitting a grievance at Level 1 of this procedure. This process may include the use of a disinterested third party to assist in the dispute resolution and/or may involve the next level of management along with a unit representative. A list of individuals trained in mediation or interest-based resolution processes will be maintained by the LRSA and the District so that a mutually agreed-upon person from this list can become a resource to this process. Timelines are held in abeyance during any pre-grievance dispute resolution process but can be restarted by either party at any time.

12.6 **Grievance Dispute Resolution**

12.6.1 Level I – Immediate Manager
The grievance shall be reduced to writing on a District grievance form signed by the unit member and filed with the immediate manager. The grievance shall include the following information: A statement of the grievance and the facts upon which it is based; the remedial action requested; and the article and section of this Agreement alleged to have been violated. The response to the grievance will be prepared in

writing by the immediate manager and submitted to the unit member within ten (10) working days of the pre-grievance dispute resolution.

12.6.2 Level II – President or Designee (College); Deputy Chancellor or Designee (District Office)

The unit member may appeal the decision at Level I within ten (10) working days after receipt of the written decision of the immediate manager by submitting all pertinent written materials to the President/Deputy Chancellor (or designee). The President/Deputy Chancellor (or designee) will meet with the unit member within ten (10) working days of receipt of the grievance and shall render a decision within ten (10) working days of the meeting.

12.6.3 Level III – Chancellor or Designee

The unit member may appeal the decision at Level II within ten (10) working days after receipt of the written decision of the President/Deputy Chancellor (or designee) by submitting all pertinent written materials to the Deputy Chancellor overseeing Human Resources (or designee) for forwarding to the Chancellor (or designee) for review. The Chancellor (or designee) will meet with the grievant and will present a written decision to the grievant within fifteen (15) working days of the meeting.

12.6.4 Level IV – Board of Review

The LRSA on behalf of the grievant(s) may appeal the decision at Level III within ten (10) working days after receipt of the written decision of the Chancellor (or designee) to a Board of Review.

- a. The appeal shall be filed in the office of the Chancellor and shall include all pertinent written materials.
- b. The Board of Review shall consist of three (3) members, one member selected by each party and a chairperson selected as described in (d) below.
- c. Within ten (10) working days of receipt of the appeal, each party shall select a member of the Board of Review and shall so notify the office of the Associate Vice Chancellor of Human Resources.
- d. The office of the Associate Vice Chancellor of Human Resources shall obtain a list of seven (7) participants eligible to serve as chairperson of the Board of Review from a list developed by the State Mediation and Conciliation Service or Public Employment Relations Board.
- e. The chairperson shall be selected by alternate striking of names from the list obtained by the office of the Associate Vice Chancellor of Human Resources, or as mutually agreed.
- f. The cost of the services of the chairperson of the Board of Review, including per diem expenses, if any, travel and subsistence expense, the cost of recording hearings, the cost of any hearing room, and any costs ordered by the chairperson will be shared equally by the parties. All other costs will be borne by the party incurring them.
- g. Every reasonable effort shall be made to conduct a hearing by the Board of Review with the parties to the grievance within twenty-five (25) working days. The parties to the grievance will be allowed to attend all hearings at which information is given to the Board of Review. Sessions of the Board of Review shall be private with attendance limited to the members of the Board of Review, the parties to the grievance, their representatives, if any, and witnesses called by

the Board of Review. During the pendency of a proceeding before the Board of Review, no disclosure of the proceedings shall be made public without concurrence of the chairperson and the parties to the grievance. The Board of Review shall issue its decision no later than twenty (20) working days from the date of the close of the hearings. Its decision shall be in writing, shall include findings of fact, reasoning and conclusions on issues submitted, and shall be transmitted promptly to all parties in interest and the Board of Trustees.

- h. The Board of Review shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. They shall consider and decide only the specific issue submitted to them in writing by the Board's representative and the aggrieved and shall have no authority to make recommendation on any other issue not so submitted to them. The Board of Review shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way to applicable laws and rules and regulations having the force and effect of law.
- i. The decision of the Board of Review shall supersede all previous decisions and shall become binding on all parties unless appealed to the Board of Trustees by the aggrieved or the Chancellor within five (5) working days after receiving the Board of Review decision.
- j. The decision of the Board of Review shall not be binding except in cases where the remedy is payment by the District of \$5,000 or less. Cases where the amount in controversy is \$5,000 or less that are determined by the Board of Review shall be binding on the parties but shall not be considered precedent setting.
- k. Where any grievance is appealed to the Board of Review on which the Board has no power to rule, it shall be referred back to the parties without decision or recommendation on its merit.

12.6.5 Final Level – Board of Trustees

Except as provided in Section 12.6.4 (j), the decision of the Board of Trustees shall be final and supersede all previous decisions. The Board of Trustees shall render a final decision within forty-five (45) working days after receipt of the appeal and shall transmit it promptly to all parties in interest. If, during its deliberations on the matter, the Board of Trustees receives evidence from either party to the grievance, it shall immediately notify in writing the other party or the unrepresented grievant and provide them the opportunity to produce any evidence in response on the issue(s) in question before it renders its final decision.

Article 13: Safety

13.1 Safety

Safety is a mutual concern to both employees and employer. The District recognizes its responsibility to comply with Cal-OSHA regulations in providing employees with safe working conditions. District employees and the Association recognize their duty to follow safe working procedures, to utilize appropriate safety gear, and to submit written reports of unsafe conditions. Employees should report conditions deemed to be unsafe or hazardous or which represent a danger to health or safety.

13.1.1 Any on-the-job disputes over safety conditions that cannot be resolved between the employee and the immediate supervisor will be addressed to the Location Safety Officer. Employees will report safety concerns to the officers designated at the location where the employee is permanently assigned.

13.1.1.1 At this time Location Safety Officers designated by the Chancellor (or designee) are as follows:

- a. College Campus - Vice Presidents of Administration (or designees)
- b. Facilities Management/District Office/Business and Economic Development Center – Associate Vice Chancellor of Facilities Management

13.1.1.2 If the Location Safety Officer determines that the conditions are safe, the employee is expected to proceed with the required tasks. Failure to comply may result in disciplinary action. An employee may report the incident to the Location Safety Committee, if he/she finds the decision unsatisfactory. The committee will review the matter at a regularly scheduled meeting.

13.1.2 The District is required by law and certain provisions of its collective bargaining agreements to notify faculty, staff and/or students in the event there is a credible threat of bodily harm or injury to that person arising out of the course and scope of their activities with the District. To facilitate this notification, if a supervisor receives credible information of circumstances which pose a direct and serious threat to the health or safety of any employee, staff, or student, the supervisor shall notify the supervisor's manager in a timely manner regarding the threat, unless public safety officials direct otherwise.

13.2 Location Safety Committees

13.2.1 To ensure employer's/employees' recognition of the importance of a safe working environment and safe working conditions by both the District and the employees, Location Safety Committees shall be constituted on each campus of the District and Facilities Management/District Office.

13.2.2 A representative from each employee unit including Blue Collar, White Collar, Supervisors, Management/Confidential and faculty will be invited to serve on the Location Safety Committee. The President of the LRSA shall appoint one (1) member of the supervisors unit at the appropriate work location to each of the four (4) Location Safety Committees. The Location Safety Officer will assume responsibility for coordinating these meetings. Other individuals with concerns and/or expertise in the area of health and safety may be invited to serve on these committees as well.

13.2.3 A Safety Coordinator will be appointed from each safety committee to act as a safety representative to a district-wide committee.

13.3 Procedure

13.3.1 The Location Safety Committees shall meet periodically to review and make recommendations on the following items:

- a. Accident reports filed by employees during the intervening period. The committee will examine the cause and develop a follow-up procedure for correction, if possible;
- b. Reports filed by employees or others of alleged safety deficiencies or problems or health hazards;
- c. Safety equipment, safety classes and other related safety matters, including safety procedures, safety handbooks, and the responsibility of employees concerning safety practices.

13.3.2 Location Safety Committee members shall first attempt to resolve safety problems on each campus or work site. Any unresolved safety problem not settled at the college/Facilities Management level may be appealed to the District Appeals Committee.

13.3.3 A listing of the safety committee membership at each site shall be provided annually to the LRSA. The LRSA will annually provide the District Human Resources Office with a list of supervisor appointments to all committees for which it has jurisdiction.

13.4 District Appeals Committee

A District Appeals Committee is hereby established composed of one (1) District safety representative appointed by the Chancellor (or designee) and one (1) member appointed by each employee organization. Any disputes involving safety which have not been settled at the college level will be presented at a scheduled hearing arranged by the District Appeals Committee.

Every effort will be made to provide a satisfactory solution to safety concerns. Recommendations of the District Appeals Committee will be presented to the Chancellor (or designee) whose decisions shall be final. This appeal procedure is provided in lieu of the regular grievance procedure of Article 12 and its use for safety problems is exclusive.

13.5 Safety Equipment

The District agrees to make available needed safety equipment recommended by the Location Safety Committees if approved by the Chancellor (or designee). Employees will be required to use the safety equipment when appropriate. Failure to do so may result in disciplinary action.

13.6 Safety Classes

The District agrees to compensate at the regular rate of pay any employee who is required by the District to attend safety classes and first aid classes outside of his/her normal workday.

13.7 Training Information

The District and the Los Rios Supervisors Association recognize the importance of training and information. Every effort will be made to disseminate information to employees describing the latest techniques in achieving a safe working environment. Films and visual aids may also be used from time to time.

13.8 Safety Complaint Form

The District will provide a safety complaint form. Those forms will be available on the respective work sites so that when alleged safety hazards exist a formal complaint may be filed.

13.9 Illness/Injury Prevention Plan

The District will operate an Illness/Injury Prevention Plan as required by law. Members of the LRSA, after being informed of the procedures, will adhere to them.

13.10 Police Uniforms

13.10.1 The uniforms, equipment, identification badges, emblems and cards required to be worn by the employee shall be a District expense. Uniform, accessories and related equipment are required to be worn while on duty; exceptions are subject to the express consent of the Chief of Police

13.10.2 The District agrees to provide the following uniform and equipment items for all Captains prior to his/her starting date of employment:

Uniform items:

- a. Three (3) navy blue uniform pants
- b. Three (3) navy blue long sleeve uniform shirts
- c. Three (3) navy blue short sleeve uniform shirts
- d. One (1) navy blue uniform jacket (Tuffy/Metro)
- e. Two (2) silver name tags (for shirt/jacket)
- f. One (1) pair of Captain's bars
- g. One (1) pair of leather uniform shoes

13.10.3 The following equipment items will be purchased and maintained by the District and will remain the property of the District. Upon termination of employment, the items will be returned to the District.

Equipment items:

- a. One (1) standard issue SigSauer 40 caliber firearm, holster, and magazine holder
- b. One (1) sam brown black leather duty belt
- c. One (1) key holder
- d. Four (4) belt keepers
- e. One (1) leather handcuff case and handcuffs
- f. One (1) pair of Captain's bars
- g. One (1) CPR kit with nylon case
- h. One (1) Streamlight SL20X or Stringer rechargeable flashlight with AC charger and ring holder
- i. One (1) pepper spray and holder
- j. One (1) collapsible baton and holder
- k. One (1) safety vest
- l. Rain gear

13.10.4 After successful completion of the probationary period, the Captain shall be provided the following additional uniform items:

- a. Three (3) navy blue uniform pants
- b. Two (2) navy blue long sleeve uniform shirts
- c. Two (2) navy blue short sleeve uniform shirts
- d. One (1) pair of leather uniform shoes

The uniform items will be provided through use of a District purchase order issued to a vendor(s) selected by the District.

13.10.5 A uniform allowance of \$575 shall be provided to each Captain for each fiscal year after the first year. This allowance will be in the form of a District purchase order issued to a vendor(s) selected by the District. After a Captain is appropriately uniformed, the

Captain may purchase additional equipment/uniform items with approval from the Chief of Police.

13.10.6 Upon hiring, the Captain shall be issued one (1) Tuffy/Metro blue uniform jacket (see Section 13.10.2). Replacement of the jacket shall require the approval of the Chief of Police.

13.10.7 Replacement of Equipment

The District shall replace the safety equipment which is required by the District, which includes but is not limited to the items listed in 13.10.3 (equipment items only) which have become unserviceable through normal wear and tear or circumstances under which the equipment has become unusable through no fault of the employee.

13.11 **Safety Vest**

The District will provide one (1) custom fitted safety vest for each Captain which shall be worn by the employee at all times during the work day. The officer shall not be required to wear the safety vest when medical verification, in writing, is provided to the District by a physician.

13.12 **Facilities Management and Custodial Supervisor Uniforms**

13.12.1 The District shall provide eight (8) shirts and one (1) jacket to LRSA unit members in the following classifications:

- a. HVAC Supervisor
- b. Grounds Supervisor
- c. Utilities Supervisor
- d. Structures Supervisor
- e. Facilities Maintenance Supervisor
- f. Transportation Supervisor
- g. Custodial Supervisor
- h. Custodial/Receiving Supervisor

Uniform shirts and/or jackets are to be worn during scheduled work hours. The uniform shirts and jacket shall not be worn by unauthorized personnel or for activities outside the work environment or normal scope of duties.

13.12.2 LRSA unit members identified in Section 13.12.1 shall be issued up to eight (8) shirts on an annual basis in January as needed. Shirt options shall be shared by the Administrator of each department/section (FM, Custodial) after consultation with the appropriate department/section supervisors.

13.12.3 Uniforms shirts purchased for unit members specified in 13.12.1 and working at Facilities Management shall be embroidered with "Los Rios Facilities." Uniform shirts purchased for Custodial Supervisors and Custodial/Receiving Supervisors shall be embroidered with the unit member's college name. ID badges, if issued by the unit member's work location, shall be worn on the outer uniform garment (shirt or jacket) in view.

13.12.4 In the interest of security, uniform shirts must be turned in to the unit member's supervisor when ready to discard so they can be recycled into shop rags or destroyed. The uniforms shirts shall not be given to charitable organizations or disposed of in any other manner that would allow it to be worn by anyone other than the unit member.

13.12.5 LRSA unit members identified in Section 13.12.1 shall be issued one (1) approved jacket per year as needed. Jacket options shall be shared by the Administrator of each department/section after consultation with the appropriate department/section supervisors.

- 13.12.6 Jackets can be replaced as needed with immediate approval of the unit member's supervisor. The old jacket must be turned in to the unit member's supervisor when ready to discard so it can be destroyed. The jacket shall not be given to charitable organizations or disposed of in any other manner that would allow it to be worn by anyone other than the unit member.

Article 14: Savings Provision

- 14.1 This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein and any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters is hereby superseded.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this Agreement as provided in Section 14.2 below.

- 14.2 The parties agree that the provisions of this subsection shall apply only to matters which are not covered in this Agreement.

The parties recognize that during the term of this Agreement, it may be necessary for the District and/or LRSA to make changes in the areas within the scope of negotiations.

Prior to the implementation, the parties shall undertake negotiations regarding the impact of such changes on the employees or LRSA when the following exist:

- a. Where such changes would affect the working conditions of employees of LRSA.
- b. Where LRSA and the District agree to negotiate.

- 14.3 If a request to negotiate is submitted, said obligation to meet and confer in good faith over the impact of the proposed change shall be fulfilled prior to implementation of the change.

- 14.4 Any agreement/MOU resulting from such negotiations shall be executed in writing and shall become an addendum to this Agreement once approved by both LRSA and the District.

Article 15: Non-Discrimination

The District and the LRSA agree to not discriminate against any member represented by this contract on the basis of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, disability, medical condition, genetic information, age, denial of family and medical care leave and denial of pregnancy disability leave or reasonable accommodation, political beliefs, political activities, political affiliation or marital status. Complaints of discrimination or sexual harassment will be addressed in accordance with established Board policies and administrative regulations and applicable laws. The LRSA supports the District's commitment to equity and diversity.

Article 16: Support of Agreement

In order that public education shall best be served and in the fullest spirit of Chapter 10.7 of the Government Code (Rodda Act) to promote high ideals of public employer-employee relations, the Association and the District agree to wholeheartedly support the terms and conditions of this contract.

Article 17: Effect of Agreement

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over laws to the extent permitted by law. Nothing contained herein shall preclude the parties, should they mutually desire to do so, from meeting and consulting on issues not covered by this Agreement.

Article 18: Term of Agreement

- 18.1 This Agreement shall be effective July 1, 2012, through June 30, 2015, and shall be binding upon the Board, the Association and its members. This Agreement is to apply to all members of this unit who are employees of record as of the effective date of this Agreement. The parties acknowledge that this Agreement constitutes the full and complete commitment between parties and represents the completion of the bargaining obligation for the duration of this Agreement unless mutually agreed upon with respect to any subject or matter of bargaining, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time of negotiations or signing of this Agreement.
- 18.2 The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and the understandings and the agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively unless mutually agreed upon with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- 18.3 This Agreement shall automatically be renewed and shall be binding for an additional one (1) year period unless either the Board or the Association gives written notice to the other not later than January 1 next prior to the aforesaid expiration date of the Agreement of its desire to modify the Agreement for a successive term or to terminate the Agreement.

IN WITNESS THEREOF, this Agreement has been duly executed by the parties this May 9, 2012, to be effective July 1, 2012.

LOS RIOS SUPERVISORS ASSOCIATION

LOS RIOS COMMUNITY COLLEGE DISTRICT

By _____
Bobby Gosal, President

By _____
Ruth Scribner, President, Board of Trustees

Genevieve Siwabessy, Vice President

Brice Harris, Chancellor

Appendix A: Compensation 2012-13

A.1 Funding Sources for Salary & Benefit Improvements

The bargaining unit shall receive its proportionate share of eighty percent (80%) of certain new or increased unrestricted revenue that is above an established base amount.

The bargaining unit's proportionate share of such revenues is based upon:

- 1) The unit's total salary and benefit cost, including the cost of District contributions toward health coverage for all authorized/filled positions associated with the LRSA unit
- 2) Which is compared to the total District salary, benefit and contribution costs for authorized/filled positions of all District employee groups.

Authorized/filled positions funded from special programs/categorical funds are excluded from calculations of both LRSA unit's cost and other employee group costs.

The related salary and benefit costs including the District contribution costs associated with District contract managers are also excluded.

The determination as to whether such defined revenues are "continuous" or "one-time-only" is defined below but may be modified during the term of this contract due to new State regulations. Such revenues and related base amounts associated with such revenues are defined as follows:

A.1.1 Base Revenues (Basic Allocation plus Full-Time Equivalent Students; funded by State General Apportionment, Property Taxes, and Student Enrollment Fees)

The base amount for 2012-13 is the revenue level recognized in the 2011-12 fiscal year that was used for retroactive salary improvement calculations for that year including any 2011-12 Cost of Living Adjustments (COLA), and 2011-12 Growth Funds and reduced by any State deficit, which may be applied retroactively. Base revenues are generally considered "continuous" funds and shall be used to fund continuing salary and benefit costs applicable to LRSA unit members.

A.1.2 COLA

New or increased revenue above the base amount are generally derived from two primary sources: 1) Cost of Living Adjustments (COLA); and 2) Growth Funds. The determination, availability, and distribution of the bargaining units proportionate share of new or increased revenues due to the COLA factor applied to Base Revenue is dependent upon the final adoption of the State Budget and the reliability of receiving such entitlements. An initial salary schedule improvement may be implemented for the fiscal year based upon COLA funds authorized in the State budget for community colleges provided that such COLA revenues are reliable (no projected State funding deficit) and subject to the use of such funds as provided in section A.2.

A.1.3 Growth Funds

After providing for specified District costs associated with student growth, available growth funds as described in Attachment 1 which are attributed to an increase in funded Full-Time Equivalent Students (FTES) or an increase in the District's Basic Allocation are considered "continuous" funds and are proportionately allocated to the unit.

A.1.4 State Revenue Recalculation

Should Base, COLA, Growth or Lottery revenue be increased or reduced as a result of retroactive calculations performed by the State Chancellor's Office (February 2014

Recalculation for 2012-13 or other State computations), such revenue adjustments are one-time and shall be applied in the year the adjustment was made.

A.1.5 Cost Reduction/Salary Savings

The proportionate share of any cost savings which was previously funded from student growth funds as further described in Attachment 1 of this Agreement.

A.1.5.1 The amount of funds attributed to the defined cost savings in 2012-13 shall be distributed to unit members in combination with any growth funds.

A.1.6 Lottery Revenue

The base amount for Lottery revenue is established at \$3.3M. Lottery revenue is considered one-time-only revenue and the proportionate amount of eighty percent (80%) of such funds distributed to the LRSA unit members is distributed on a one-time-only basis. Effective July 1, 2000, fifty percent (50%) of Lottery revenues above 1997-98 revenues are restricted per the conditions set forth in Proposition 20. Such restricted amounts may not be used for salaries and benefits and, therefore, are excluded from the provisions of this section.

A.1.7 Unit Specific Funds (Recoveries)

A.1.7.1 District Contribution Reduction

Should the District contribution for medical and dental coverage be reduced in 2012-13 below the preceding years established level, the related reduction in District contribution costs for unit members shall be returned to the unit as a source of funds which is available for redistribution.

A.1.7.1.1 The amount of funds attributed to any premium reductions in 2012-13 shall be distributed to members in combination with any Growth Funds.

A.1.7.2 Decrements (Salary Savings)

After consideration for replacement costs, net salary schedule savings (decrements) realized from unit members' retirements, resignations and changes to categorically funded assignments which occurs in 2012-13 may be used to:

A.1.7.2.1 Address the unit's proportionate share of any reductions in Base, COLA, Growth or Lottery revenues which is below the defined base, and

A.1.7.2.2 Remaining net salary savings (decrements) shall be included in the distribution or allocation of funds to unit members as described in A.2.

A.1.7.3 Professional Development Funds

Amounts remaining in excess of \$41,000 from the allocations specified in 5.9.4 and 5.10.8.

A.2 **Distribution or Allocation of Funds**

Unit members proportionate share of such additional funds shall be applied in the following priority order:

A.2.1 Increment (Step) Costs

The cost of step increments for 2012-13 including any longevity cost increases for unit members. Any prior year step increment costs which were not adequately funded from previous year's continuing funds; then

- A.2.2 *Disability and/or Unemployment Insurance Increases*
Any increased District cost of providing disability insurance coverage or unemployment insurance coverage to unit members in 2012-13; then
- A.2.3 *District Contribution to Health Premiums*
The District contribution cost increases for medical coverage up to the lowest premium level established by the District health carriers in 2012-13.
- A.2.3.1 The 2011-12 maximum District contribution amount is currently established at \$860.23 per month (12 month basis) or as increased pursuant to this section shall be provided to each participating regular employee who works full-time and as further defined in Article 11.
- A.2.4 *District Contribution to Dental Premiums*
The increased cost in 2012-13 the District contribution for monthly dental premiums up to the 2012-13 monthly premium amount.
- A.2.4.1 The 2011-12 established District contribution of \$130.48 per month (12-month basis) or as increased pursuant to this section shall be provided to each participating regular employee who works full-time and as further defined in Article 11.
- A.2.5 *Life Insurance Premiums*
Premium increases above the premium of \$5.75 per month per participant for \$50,000 in term life insurance and accidental death and dismemberment coverage.
- A.2.6 *Effective Date/Decreases*
Any improvements in District contribution levels to disability, LTD, medical, dental plans and life insurance will be effective July 1, 2012. The amount of funds attributed to any premium reductions in 2012-13 shall be included as a unit specific resource as described in A.1.7.
- A.2.7 *Remaining Funds*
Remaining funds, if any, shall be provided as a retroactive salary improvement for 2012-13 unless the District and the Unit agree to defer remaining funds to 2013-14. The determination of the salary improvement will include evaluation of the provisions set forth in section 10.5.4 for addition of a twenty (20) year longevity increment. The cost of any salary and payroll-related fringe benefit improvements (continuous or one-time-only improvements) for 2012-13 shall be effective for services rendered as of July 1, 2012.
- A.2.7.1 The cost of any salary schedule improvements provided in advance (Section A.1.2) of the final determination of revenues available to LRSA shall be considered in any retroactive salary calculations.
- A.2.8 *Insufficient Continuing Funds*
The costs defined in Section A.2 are considered continuing costs and require "continuing" funds (as defined earlier) in order to continue the funding support of such costs in succeeding fiscal years. Any of the above costs funded in 2012-13 from one-time-only revenues (as defined above) shall be considered one-time-only distributions/improvements for 2012-13.
- A.2.9 *Redistribution of Available Revenues*
The District and LRSA may meet annually during the term of this contract to discuss possible options for the redistribution of available revenues that are defined per Appendix A, Section A.2.

A.2.9.1 It is understood that the cost of funding annual step increments and increased District contribution for medical/dental coverage shall have first priority on such available funds.

A.2.10 Distribution of Lottery Revenues

The increase in funds attributable to Lottery revenues above the base amount stated in Section A.1.6 shall be considered one-time-only payments and will be distributed to the LRSA unit members on an annual basis with other retroactive salary compensation for the fiscal year.

A.2.10.1 Lottery revenues for the fiscal year will be reasonably estimated at the time of processing any retroactive salary payments and the estimated lottery funds shall be included in the scheduled retroactive compensation improvement. Any revenue differences between actual lottery revenues received for this fiscal year compared to the lottery revenue estimates used for the improvements to salary and benefits shall be included in the succeeding fiscal year revenue distribution to LRSA.

A.2.10.2 Lottery revenues below the base amount stated in Section A.1.6 shall reduce available continuous funds.

A.2.10.3 The District Office Business Services staff shall inform the LRSA of the lottery amount received annually.

A.2.11 Distribution of Available Growth Revenues

The distribution of available Growth Funds, as defined in Attachment 1, and any remaining State COLA revenues shall be distributed no later than sixty (60) days after the final status of such funds is determined by the State Budget Act, or the California Community Colleges Chancellor's Office, or the close of the District's fiscal year, whichever is later.

A.3 **Other Unrestricted Funds**

Should other new State unrestricted revenues become available in 2012-13 as a result of changes in funding legislation or excess unrestricted funds above the State's appropriation limit, such new revenue source(s) shall be subject to further negotiations.

A.3.1 The District shall notify the LRSA unit of such new unrestricted revenues that are subject to further negotiations.

A.4 **Excluded Revenue/Funding Sources**

Other State revenues not defined herein, and other categorical apportionment funds, state apprenticeship, and other restricted or designated revenue sources shall be excluded from any computations of the bargaining unit's proportionate share of funds.

A.5 **Ten Percent (10%) Limitation**

Should the 2012-13 revenues as defined above provide sufficient funding for salary, fringe, and health benefit improvements, including step and longevity changes and other mutually agreed upon allocations which result in a distribution in excess of ten percent (10%), such excess funds above ten percent (10%) shall be subject to further negotiations.

A.5.1 The District shall notify the LRSA unit of such excess funds above the ten percent (10%) level as it relates to the revenues defined herein.

A.6 **Review of District Records**

Records maintained by the District Office Business Services Office related to the implementation and calculation of LRSA's proportionate share of the defined funds shall be available for review by designated representatives of LRSA. LRSA and Business Services representatives shall meet at a mutually agreeable time. Business Services representatives will provide copies of any records upon request of the designated representatives during their review of the records.

Annual reports summarizing the calculation of LRSA's proportionate share of defined funds and the allocation/distribution of such funds shall be prepared by Business Services representatives. All such summary reports relating to the implementation of Articles 10 and 11 and related appendices shall be available to designated representatives of the LRSA.

A.7 **Changes in Funding Formulas for Community Colleges**

Should the funding formula for community colleges change substantially for 2012-13 which affect the application of the contract provisions, the above Sections A.1.1 to A.1.6 shall not apply. Such new unrestricted funding provisions shall be subject to further negotiation for 2012-13.

A.8 **Reduction or Insufficient Defined Revenues in 2012-13**

Should the total of all defined revenue/resources for 2012-13 be less than or equal to the various specified base amounts stated in Sections A.2.1 through A.2.5 above, LRSA unit members shall bear their proportionate share of such reduced or insufficient funding levels. Such reduced revenues shall be calculated as specified in this section.

A.8.1 LRSA's proportionate share of computed revenue reductions shall be applied, but not limited to: a) salary schedule adjustments; b) workload adjustments; c) suspension of salary schedule step advancements; or d) other adjustments as mutually agreed to by LRSA and the District.

A.8.2 The District and LRSA shall meet and negotiate the method and application (i.e. amount of salary schedule adjustment, benefit contributions, order, etc.) of implementing the proportionate share reduction not less than 30 days prior to the District's implementation of proportionate share reduction. If the District and LRSA cannot agree on a plan for implementing LRSA's proportionate share of defined revenue reductions, the District may implement the reduction in accordance with items outlined in A.8.1. Any implemented reductions form the base for the succeeding years.

A.9 If the total of 2012-13 defined revenues are calculated at a lower level than received in 2011-12, the cost savings described in Attachment 1 and Section A.1.7 shall offset such decreased revenues. The bargaining unit's proportionate share shall be based upon eighty percent (80%) of Base, COLA and Growth revenue reductions and other revenue.

A.9.1 If 2012-13 defined revenues have increased above 2011-12 specified levels, the calculated cost savings per Attachment 1 shall be considered another source of revenues.

A.10 **Cost Advances**

The cost of any 2012-13 step increments and other additional payroll related benefit costs for 2012-13 which are not sufficiently funded shall then be considered advanced by the District for 2012-13. Any costs advanced which are insufficiently funded by the District shall have first priority in the utilization of LRSA's proportionate share of defined revenues in 2013-14 or the subsequent year.

Appendix B: Salary & Benefits 2013-14 & 2014-15

- B.1 Salary & Benefits – 2013-14 & 2014-15**
Salary and fringe benefit improvements, including step changes and improvements to the District contribution for medical and dental insurance, shall be determined for fiscal years 2013-14 and 2014-15 in accordance with the provisions stated in Appendix A, Salary and Benefits 2012-13, of this Agreement and all such improvements as determined for the respective contract year shall be effective at the start of the particular fiscal year.
- B.2 Funding Sources for Salary & Benefit Improvement – 2013-14 & 2014-15**
Eighty percent (80%) of such revenues defined in Appendix A, Salary and Benefits 2012-13, shall be allocated and distributed in the same manner for 2013-14 and 2014-15. Related base amounts for each contract year are defined in Sections B.3 to B.4.
- B.3 Base Revenue (Basic Allocation plus Base Full-Time Equivalent Students; funding by General State Apportionment, Property Taxes, and Student Enrollment Fees)**
The base amount is the amount that was used for retroactive salary improvement calculations for the preceding year which includes any COLA and Growth funds for such year as adjusted for the final calculation made by the State of California, Chancellor's Office usually determined in February of the following year. Such base revenues may also be reduced by any retroactively applied State deficit.
- B.4 Lottery Revenue**
The base amount for Lottery revenue is established at \$3.3M. Effective July 1, 2000, fifty percent (50%) of Lottery revenues above 1997-98 revenues are restricted per the conditions set forth in Proposition 20. Such restricted amounts may not be used for salaries and benefits and, therefore, are excluded from the provisions of this section.
- B.5 District Contribution Reduction**
Should the District contribution for medical/dental coverage be reduced in the respective contract year below the preceding year's established level, the related reduction in District contribution costs for unit members shall be returned to the unit as a source of funds which is available for redistribution.
- B.6 Cost Reduction/Salary Savings**
The proportionate share of any cost savings which were previously funded from student growth revenues and as further described in Attachment 1 and in Appendix A shall be considered as a source of funds which is available for redistribution.
- B.7 State Revenue Calculations**
Should Base, COLA, Growth or Lottery revenues be increased or reduced as a result of retroactive calculations performed by the State Chancellor's Office, such revenue adjustments shall be applied in the year the adjustment was made by the State.
- B.8 Distribution or Allocation of Funds**
LRSA unit members shall receive their proportionate share of such increased revenues which shall be applied in the same priority order as listed in Appendix A of this Agreement except that any previous years' continuing costs of LRSA unit members funded from one-time-only revenues that year shall have first priority.

B.9 Other Unrestricted Funds

Should other new State unrestricted revenues become available in 2013-14 or 2014-15 as a result of changes in funding legislation or excess unrestricted funds above the State's apportionment limit, such new revenue source(s) shall be subject to further negotiations.

B.9.1 The District shall notify the LRSA unit of such unrestricted revenues which are subject to further negotiations.

B.10 Available Growth Revenues

Available Growth Funds as defined in Attachment 1 shall be proportionately distributed to LRSA on a continuous or one-time-only basis dependent upon the nature of such funds received by the District. The same terms stated in Appendix A of this Agreement shall apply to the 2013-14 and 2014-15 contract year.

B.11 Reduction or Insufficient Defined Revenues – 2013-14 and 2014-15

Should the total of all defined revenues for the respective contract year be less than or equal to the base amounts stated in Sections B.3 to B.4, or sufficient revenues are not received to fund the full cost of step and longevity increments and other increased payroll related benefits, LRSA unit members shall bear their proportionate share of eighty percent (80%) of such reduced or insufficient funds. Such reduced revenues shall be calculated as specified in Appendix A.

B.11.1 LRSA's proportionate share of computed revenue reductions shall be applied, but not limited to: a) salary schedule adjustments; b) workload adjustments; c) suspension of salary schedule step advancements; or d) other adjustments as mutually agreed to by LRSA and the District.

B.11.1.1 The District and LRSA shall meet and negotiate the method and application (i.e. amount of salary schedule adjustment, benefit contributions, order, etc.) of implementing the proportionate share reduction not less than 30 days prior to the District's implementation of proportionate share reduction. If the District and LRSA cannot agree on a plan for implementing LRSA's proportionate share of defined revenue reductions, the District may implement the reduction in accordance with items outlined in A.8.1. Any implemented reductions form the base for the succeeding years.

Attachment 1: Calculation of Available Growth Revenues & Related Growth Costs 2012-15

The following information has been prepared to describe how District growth revenues are appropriated for defined growth costs in order to serve the additional students of our District and the funding.

1.1 Calculation of Available Growth Revenue

Eighty percent (80%) of growth funds as defined in Appendices A & B received in 2012-15 shall be initially appropriated in the following manner:

- 1.1.1 The increased costs associated with each year's actual full-time equivalent (FTE) instructional level for which is above the previous year's actual instructional staffing level.
 - 1.1.1.1 The actual instructional staffing level for each year shall be determined after the end of the third week of Spring and shall be based upon the average of the Fall/Spring third week instructional FTE level for that year plus the change in FTE for the Summer term above the base level of 122.34 subject to Section 1.1.1.1.1 below. For this provision, the Summer term is the term occurring prior to the Fall term for the fiscal year.
 - 1.1.1.1.1 To calculate the growth in instructional FTE for the Summer term, a productivity level of 450 will be used. If the actual Summer term productivity is below 450, Growth Funds will not be charged for FTE utilized below the 450 level.
 - 1.1.1.2 Such costs shall be computed based upon the 2011-12 standard part-time FTE cost of \$50,048 plus any salary schedule improvements provided in 2011-12 except the standard adjunct cost for Summer term instruction will not include the health and welfare benefit costs; and
 - a. for 2012-13, additional improvements provided in 2012-13 applied to the standard adjunct FTE cost, as adjusted for 2011-12; then
 - b. for 2013-14, additional improvements provided for 2013-14 applied to the standard adjunct FTE cost, as adjusted for 2012-13; then
 - c. for 2014-15, additional improvements provided for 2014-15 applied to the standard adjunct FTE cost, as adjusted for 2013-14.
 - 1.1.1.3 The increased cost over the previous year's related to contracted instruction, such as public safety, instructional programs and other contracts;
 - 1.1.1.4 The determination of actual staffing level utilized, increased contracted instruction costs, and actual enrollment growth revenues received for the contract year shall be made no later than sixty (60) days following the close of the District's fiscal year end. Potential State funding deficits may reduce expected growth revenue. The records maintained by the District Office Business Services Office shall be used to determine actual staffing levels.

- 1.2.1 The salary and fringe benefit annual contract cost in the contract year of additional certificated counselors required to maintain a counselor/student ratio of 1:900;
 - 1.2.1.1 Such positions shall be hired for the start of the following Fall semester; and
 - 1.2.1.2 Continuing growth funds shall be committed for the additional authorized counseling positions and any unused continuing funds set aside for this purpose in the contract year shall be proportionately distributed to the unit on a one-time-only basis; then

- 1.3.1 The cost of additional full-time faculty required to be hired as specified in Title V provisions. The incremental salary and fringe benefits costs due to conversion of part-time instructional FTE to regular instructional positions and salary and benefit costs of other non-classroom faculty positions shall be funded from specified growth funds. The standard cost of salary and payroll related fringe benefit cost for 2011-12 is established at \$30,339 for converted instructional FTE. The standard cost of salary and payroll related fringe benefit costs for newly hired non-classroom faculty (164 or 174 days) is \$77,246 and \$87,024 respectively for 2011-12. The established District contribution costs toward health benefits shall be considered. The standard costs for required faculty hires pursuant to Title V provisions shall be increased by any salary schedule and fringe benefit improvements provided in 2011-12 and salary improvements provided in 2012-13, 2013-14, and 2014-15, as applicable;
 - 1.3.1.1 The salary and benefit costs of the additional full-time faculty hired shall consider whether such hires were for the start of the Spring semester or the following Fall semester.
 - 1.3.1.2 Continuing growth funds shall be committed for any positions authorized in the contract year; and
 - 1.3.1.3 Any unused continuing growth funds set aside for this purpose shall be proportionately distributed to the unit on a one-time-only basis.

- 1.4.1 The salary and fringe benefit cost of additional classified positions which are needed as a result of District enrollment growth or new education sites, and
 - 1.4.1.1 The maximum number of additional full-time equivalent (FTE) classified staff required due to enrollment growth shall be based upon the District's current growth factor percentage assigned by the State multiplied by the total classified FTE level authorized for the year. Authorized classified FTE includes White Collar, Specialists, Blue Collar, Supervisory and Confidential positions funded with general purpose revenues.
 - 1.4.1.2 Classified positions (FTE) which are funded with categorical resources/revenues are excluded from this computation; then
 - 1.4.1.3 The additional classified FTE shall be in place no earlier than the Spring semester of the contract year or on or after July 1 of the succeeding year.
 - 1.4.1.4 The actual number of additional classified staff (FTE) authorized for the contract year and the related salary and benefit costs of such positions shall be funded from continuing growth funds.

- 1.4.1.5 The cost of any retroactive salary improvements for the additional classified positions which are authorized in a given contract year shall be provided from growth funds; and
- 1.4.1.6 Any unused continuing growth funds appropriated for new classified staff positions shall be included in Available Growth Funds and proportionately distributed to the unit on a one-time-only basis.
- 1.5.1 Additional administrative positions shall not be funded from growth funds.
- 1.6.1 Then, Available Growth Funds shall be distributed proportionately to LRSA in accordance with Sections A & B.
- 1.7.1 The distribution of any State growth revenues as defined in this contract shall be distributed to unit members no later than sixty (60) days after the final status of such funds is determined by the State Budget Act or the California Community Colleges' Chancellor's Office or the close of the District fiscal year, whichever is later.
- 1.8.1 **Cost Reductions**
The cost reductions related to those items listed below shall be calculated and applied as an additional source of funds. Typical items previously funded from growth revenue are:
 - 1.8.1.1 The cost reductions associated with the actual instructional FTE utilized for the academic year based upon the average of the Fall/Spring third week instructional FTE level which is below the previous year's actual instructional staffing level. The standard 2011-12 part-time cost per FTE \$50,048, as defined per Section 1.1.1.2, shall be used to determine instructional cost savings plus cost reductions in Summer term instructional FTE above the base level of 122.34 FTE, and
 - 1.8.1.2 The cost reductions in the contract year attributed to the annual salary and fringe benefit cost due to the reduced number of full-time-equivalent (FTE) certificated counselors required to maintain a counselor/student ratio of 1:900. The previous year's required counseling FTE shall be used as a base to determine the net reduction in FTE for the current contract year. The standard 2011-12 part-time cost per FTE of \$72,261 (@ 174 days) as adjusted for any salary schedule improvements provided in 2011-12 or thereafter or the standard cost for entry level Schedule A shall be used to determine such cost reductions.

Actual counselor staffing FTE levels above the required staffing level of 900:1 shall be used in the determination of cost reductions if such levels are greater.
 - 1.8.1.3 Any other cost reductions due to staffing changes (reduction) which were previously funded from growth funds as further described Sections 1.1.1 to 1.4.1.
 - 1.8.1.4 The total amount of cost savings as determined above shall be proportionately distributed to LRSA.
- 1.9.1 Available Growth Revenue for 2013-14 and 2014-15 shall be determined in the same manner as 2011-12 contract year except that:

- 1.9.1.1 The actual instructional staffing levels expressed in full-time equivalent (FTE) terms in either 2013-14 or 2014-15 which is greater than the actual FTE level of the previous year shall be determined for the particular contract year; and, in addition,
- 1.9.1.2 Standard part-time FTE cost \$50,048 as defined in 2011-12 shall be adjusted for salary schedule improvements provided in 2011-12 and 2012-13.
- 1.9.1.3 The standard net faculty conversion cost increase amounting to \$30,339 plus the established District contribution cost towards health benefits for any conversions of part-time instructional FTE shall be adjusted for any salary schedule and benefit improvements provided in 2011-12, 2012-13 and 2013-014.
- 1.9.1.4 The increased (or decreased) cost of contracted instructional programs in 2011-12 or in 2012-13 over the previous year's level.

Appendix C: Forms

This appendix provides a listing of forms available that support contract language. It is the intent of this Agreement to have these available online at the Human Resources Forms Web page <http://www.losrios.edu/hr/HumanResourcesForms.html> in addition to the Human Resources office.

- Report of Performance
- Supervisor's Self Evaluation/Staff Feedback Survey
- LRSA Grievance Time Table
- Reimbursement of Tuition
- Travel Authorization and Reimbursement Claim (not available online; available in campus offices and the Accounting Operations Department at the District Office)

Appendix D: Position Classifications

LRSA includes supervisors in the following position classifications:

- Accounting Operations Supervisor
- Bookstore Supervisor – Educational Center
- Business Services Supervisor
- CalWORKS Supervisor
- Campus Operations Supervisor
- Child Development Center Supervisor
- College IT Systems Supervisor
- Community Services Supervisor
- Counseling Supervisor
- Custodial Supervisor
- Custodial/Receiving Supervisor
- Disabled Students Programs and Services Supervisor
- Educational Center Supervisor
- Employee Benefits Supervisor
- EOP&S Supervisor
- Facilities Maintenance Supervisor
- Facilities Management Operations Supervisor
- Facilities Projects Supervisor
- Financial Aid Supervisor
- Fiscal Services Supervisor
- Food Service Manager
- General Accounting Supervisor
- General Services Supervisor, Risk Management
- Grounds Supervisor
- Heating/Ventilation/Air Conditioning Supervisor
- Instructional Computer Laboratory Supervisor
- IT Application Systems Supervisor
- Media Resources Supervisor
- Payroll Supervisor
- Police Captain
- Printing Services Supervisor
- Purchasing Supervisor
- Records and Admissions Supervisor
- SRPSTC Office Supervisor
- Structures Supervisor
- Student Services Supervisor, CalWORKs/Career and Job Opportunity Center/Re-Entry & Veterans Information Center
- Student Services Supervisor – CalWORKS, EOPS, CARE & Assessment
- Student Support Services Supervisor
- Technical Director – Visual & Performing Arts Center
- Ticket Office Supervisor – Visual & Performing Arts Center
- Transportation Supervisor
- Utility Systems Supervisor

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