

LOS RIOS COMMUNITY COLLEGE DISTRICT

AGREEMENT WITH

LOS RIOS SUPERVISORS ASSOCIATION

July 1, 2018 – June 30, 2021

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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.
- 1.3 **Definition of Terms**
- a) Administrative Officer
The Vice President of Administration (or designee) at the college or the appropriate department manager at the District Office or Facilities Management unit.
 - b) Association
The bargaining unit known as the Los Rios Supervisors Association (LRSA).
 - c) Board of Trustees
(also Board) The Governing Board of the Los Rios Community College District.
 - d) District
The Los Rios Community College District.
 - e) Exclusive Representative
The Los Rios Supervisors Association is the sole representative for the bargaining unit.
 - f) First Level Manager
An employee in a management position that directly supervises the unit member.
 - g) Fiscal Year
The Los Rios fiscal year is the yearly period from July 1 through June 30.
 - h) Full-Time Employee
An employee who is assigned to work eight (8) hours per day, forty (40) hours per week over a twelve-month work year.
 - i) Interim Supervisor
An employee hired to fill a regular supervisory position on a temporary basis.
 - j) Job Classification
Each existing job title with applicable job description within the Los Rios

classification system.

- k) Permanent Employee
An employee who has completed a probationary period in a regular position in the classified service and who is employed for an unlimited period of time, subject to District policies.
- l) Probationary Employee
An employee who has been appointed to a regular position by the Board of Trustees and is in a working test period during which he/she is required to demonstrate fitness for the position by actual performance of the required duties.
- m) Regular Employee
An employee who has probationary or permanent status.
- n) Rodda Act (SB 160)
See Chapter 10.7, Sections 3540 through 3549.3 of Division 4 of Title I of the Government Code of the State of California.
- o) Seniority
The total time of service with the District. This includes service in all job classifications, commencing with the employee's date of hire into a regular position, and all time in paid status (vacation, holidays, sick leave, etc.).
- p) Supervisor
A regular employee in a position affiliated with the Los Rios Supervisors Association who is responsible for the supervision of employees of another bargaining unit (i.e. LRCEA, SEIU).
- q) Unit Member
An employee in a supervisory position affiliated with the LRSA bargaining unit.

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 Employees 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 contains 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 and Other Association Authorized Individuals**

- 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, executive board members, representatives and other Association authorized individuals 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.
- 4.6.4 The District will act in good faith in granting said time for association meetings, training and conferences. Association members are to make their request for release time in advance to the Associate Vice Chancellor, Human Resources and have the approval of their immediate supervisor. 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 unit member's immediate supervisor. The Associate Vice Chancellor, 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 LRSA 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 unit member 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.

5.1.3 Supervisors shall have the primary role in evaluating employees they supervise. If the reviewing officer does not concur with the evaluation, they shall meet and discuss with the supervisor, prior to making modifications.

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 unit member 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 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/Promotions

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 unit member.

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.

5.3.1.7 *Classification*

A specific job description and its salary range within the unit.

5.3.2 Employee-Initiated Transfer/Reassignment

The District recognizes the interests of unit members 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 unit members 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 unit member prior to the effective date of the transfer. In the event that the administratively transferred unit member's former position becomes vacant, the unit member may apply for reinstatement in the position and shall be granted an interview before other applicants are considered.

5.3.4.1 Unit members 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

5.3.5.1 A unit member reassigned or transferred to a position of the same classification shall retain permanent status in that classification 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 a position of the same classification, that person will complete the remainder of his/her initial probationary period in the new assignment and will be considered permanent at the conclusion of one (1) full year of service with the District.

5.3.5.2 A regular unit member who is voluntarily transferred or reassigned to a regular position in a different classification within the same salary range shall serve a conditional (probationary) period of six (6) months. The person's work performance will be evaluated periodically (at least once) during this conditional period. In the event the unit member 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 unit member held permanent status in the former position and had received satisfactory evaluation. This section will apply even if this action results in a layoff. When a unit member who has not completed a one-year probationary period with the District is granted a transfer or reassignment to a different classification within the same salary range, that person will complete his/her initial probationary period in the new assignment and will be considered permanent in the classification into which the unit member 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 unit member 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.

5.3.5.3 A regular unit member who is promoted 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 unit member 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 unit member held permanent status in the former position and had received satisfactory evaluations. This section will apply even if this action results in a layoff. When a unit member who has not completed a one-year probationary period with the District is granted a transfer or reassignment to a regular position of higher classification, that person will complete his/her initial probationary period in the new assignment and will be considered permanent in the classification into which the unit member 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 unit member 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 unit member'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 Supervisor's Self-Evaluation/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 or email. The surveys will be submitted online or 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 Supervisor's 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's Self Evaluation/Staff Feedback Survey 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 Processes

- 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 unit members 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**

A unit member or their manager may request a special evaluation based upon a change in position, change in responsibilities (programs), or less than satisfactory performance. Prior to a unit member receiving a special evaluation for less than satisfactory performance, the unit member must have received a verbal notification and a memo outlining the unit member'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 unit member is given a reasonable opportunity to review and comment thereon, and/or appeal to the administrative officer. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Materials not included in a unit member's permanent personnel file may not be used in any disciplinary proceeding. Such review shall take place during normal business hours and the unit member 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 a 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 forty (40) 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 \$1,200 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 \$2,400 per unit member per Los Rios fiscal year, not to exceed a lifetime maximum of \$2,400 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:

- the class has been approved in advance by the appropriate administrative officer and the Director of Human Resources;
- the class is related to the unit member's current position or would contribute toward potential promotional opportunities in the District;
- 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 unit member 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 \$61,500 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 \$9,600 per lifetime, subject to the same provisions of Section 5.9.3. A unit member may request up to \$4,000 PFE Classified Staff Development funds per fiscal year. A combination of funds used from 5.9.3 and this section shall not exceed \$4,000 in a fiscal year.

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 unit member'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 program and the professional growth activities is \$61,500. Amounts above that will be directed toward compensation costs as a unit specific resource as defined in Appendix A.

5.10 Professional Development Leave Program

A Professional 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 Professional 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 Professional 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 unit member is totally released from his/her regular duties during the duration of the approved professional 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 unit member to get a substantial start on a goal of a better education.

5.10.2 Duration and Timing of Leaves

A Professional 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 unit member's regular pay during the approved leave period that is scheduled during the unit member'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 unit member who has a work assignment of at least seventy five percent (.75 FTE) of a full-time twelve-month unit member and has satisfactorily completed a sequence of five full-time equivalent (FTE) years of service with the District is eligible for a Professional Development Leave. The leave program is intended to fully release the unit member 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 unit member with opportunities to upgrade skills and knowledge for current or future assignments.

5.10.4.3 Complete uninterrupted studies which will benefit the unit member, the District, other unit members and students.

5.10.4.4 Other activities which will enhance the unit member's knowledge and value to the District, to other unit members, 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 Professional 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 for non-campus supervisors, 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 unit member'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 unit member 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 Professional Development Leave 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 Professional Development Leave Committee.
- 5.10.6.1 The LRSA Professional 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 unit member who is recommended for a leave by the Professional Development Leave 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 Professional Development Leave Committee shall establish specific reporting requirements for the unit member provided the opportunity for a Professional Development Leave. Such report shall be prepared by the unit member 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 unit member and shall recommend approval or disapproval to the College President or Associate Vice Chancellor, Human Resources.

5.10.7.1 The Committee shall develop detailed procedures if the report prepared by the unit member 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 unit member 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 Professional 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 unit member shall be required to repay to the District the cost of salary and benefits, including health benefit premiums, which were provided to the unit member during the period of the leave. If the unit member 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 unit member.

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 unit member's regular pay during the period of leave as long as the leave period falls within the assigned or regular work period of the unit member. Monthly salary payment to the unit member shall be provided in the same manner but at the reduced amount. The unit member 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 unit member 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 unit member shall receive eighty-five percent (85%) of his/her regular credit for service credited with the California Public Employees Retirement System (PERS) or California State Teachers Retirement System (STRS). The unit member may, however, arrange to make a contribution to PERS or STRS to ensure full service credit for the period of the leave as provided by PERS or STRS 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 unit members).

5.12 **Job Classification Review**

During the first year of this agreement, LRSA and the District shall meet and review LRSA job classifications for potential consolidation and family grouping. Each year thereafter, LRSA and the District shall meet to review and discuss a select job family:

5.12.1 *Joint Job Classification Study Committee*

LRSA and the District shall each select three (3) representatives to serve on the Joint Job Classification Study Committee. The committee shall meet at mutually agreed upon times. Committee members will be provided reasonable release time without loss of compensation and benefits, including a reasonable amount of travel time and from the member's work location, to attend official meetings of this committee. Committee members will develop a job analysis document for unit members to complete and return for review.

5.12.2 *The Scope of the Job Study*

The scope of the job classification study shall include an internal review of every job classification/family within the LRSA bargaining unit. Unit members will be encouraged to participate in the study but failure to participate shall not be a cause for discipline.

5.12.3 *Timeline for Employee Comments*

Within thirty (30) calendar days of the distribution of the job classification study documents to the unit members, the member may file a written response with the committee.

5.12.4 *Committee Review of Employee Comments*

Within thirty (30) calendar days of receipt of the written comments from unit members, the committee shall meet to discuss the comments submitted by unit members.

5.12.5 *Deliberations of the Committee*

The committee will deliberate the information received from members. If a consensus is reached by the committee, recommendations will be developed regarding job classifications. In the event of a dispute, both parties shall work together in good faith to resolve any disputes regarding job classifications. Until resolution, the job classification will maintain status quo.

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.

6.4.1 **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 California Education Code and 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. 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 unit member's work week; or

7.2.2.2 Hours worked on a holiday or Board-granted day off where the unit member 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 unit member'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.

7.2.2.5 Overtime hours that meet the definition of 7.2.2.1 and 7.2.2.2 will be paid a minimum of four (4) hours when unplanned or unscheduled.

7.2.3 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.

7.2.3.1 If such compensatory time off is not taken within the three (3) month period, the unit member shall be paid for the overtime worked.

7.2.3.2 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 unit member(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 unit member are:

7.3.3.1 unit member initiated work schedule changes that are mutually agreed to between the unit member 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 Unit members shall have the right to Association representation. When the schedule change will affect a significant group of unit members, 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 No unit member shall be required to work a split shift on a consistent basis unless it is mutually agreed to by the unit member and the District.

7.3.6 Work schedules are reissued each year by the District's Human Resources Office as part of the notice of employment.

7.3.7 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 a unit member 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 unit member's work shift or as soon as the unit member 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 unit members and insure the personal and confidential nature of each unit member'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 unit member knows in advance that the absence may reasonably be expected to last ten (10) or more days (pregnancy, scheduled surgery, etc.), then the unit member 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 unit 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, nurse practitioner, physician's assistant, 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 unit member 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 a unit member 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 unit member 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 unit member may use up to thirty (30) days of accrued sick leave for absences to care for his/her newborn child or the mother of the newborn child, less any days previously used for Personal Necessity (Ed. Code §88207.5), without prior medical verification. The use of this accrued sick leave is intended for the unit member not covered under Section 8.2.1 above. Whenever possible, unit members shall provide advance notice for use of this leave. When advance notice is not possible, the unit member will notify his/her supervisor within twenty-four (24) hours of the commencement of the leave.

8.2.3 A unit member who is adopting a child may use up to thirty (30) days of accrued sick leave for the purpose of caring for the needs of the newly adopted child, less any days previously used for Personal Necessity (Ed. Code §88207.5).

8.2.4 An employee who has worked for the District for 12 months may use up to 12 workweeks of sick leave for parental leave to bond with their newborn or newly adopted child. When an employee has exhausted all available sick leave and continues to be absent from his or her duties on account of parental leave, the employee shall be

compensated no less than 50 percent of the employee's regular salary for the remaining portion of the 12-workweek period on parental leave. This leave shall run concurrently with leave provided under the California Family Rights Act (Ed. Code §88196.1) and with leave provided in 8.2.2.

8.2.4.1 Parental leave means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee (Ed. Code §88196.1 (f)).

8.2.5 One (1) day of absence with pay will be granted to a unit member 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, 8.2.3, and 8.2.4 above.

8.2.6 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 a unit member 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 unit member'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 unit member'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 unit member or of the unit member'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 unit member; child or sibling of domestic partner; wife or husband or domestic partner's child; or any person living in the immediate household of the unit member.

8.3.4 Up to one-half of a unit member's annual sick leave entitlement may be used to care for their ill immediate family member (as defined in 8.3.3) per the California Kin Care law. Leave used under this provision must be accrued (available) and counts towards personal necessity (8.3.1). If usage of this leave results in overuse of personal necessity, previous personal necessity taken during the year not qualifying under Kin Care law will be changed to vacation or unpaid time.

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 a unit member 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 unit member must initiate the transfer of sick leave. (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 unit member'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 a unit member 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).

8.6 **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 unit member may take loss of pay rather than vacation.

8.7 **Industrial Accident**

Industrial accident is defined as an injury or illness supported by a physician's statement and qualifying as being work-connected under the Labor Code. The District maintains a combined self-insured and conventional insurance coverage for workers' compensation for the benefit of the regular unit member who sustains an injury or illness in the performance of the job. Upon hire, the District shall provide each new unit member a workers' compensation brochure which describes the District's program and benefits. The benefits described in this section are in addition to those benefits provided an employee under the Labor Code.

8.7.1 Allowable Days of Compensated Absence

All regular unit members who have completed three (3) full years of District service shall be granted industrial accident absences with full pay for each such accident or illness. This allowable leave shall not exceed sixty (60) working days for the same industrial accident. Allowable leave shall not be cumulative from year to year. When an industrial accident 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 industrial accident occurred.

8.7.1.1 Industrial accident absence shall commence on the first day the unit member is absent from work and shall be reduced by one (1) day for each day of the unit member's authorized absence regardless of any temporary disability award.

8.7.1.2 Modified work schedules may be provided for unit members who are eligible for industrial accident provisions. Such modified work schedules will be in accordance with the treating physician's instructions and with the concurrence of the administrative officer.

8.7.2 Availability During Industrial Accident Leave

If the unit member will be unavailable at his or her place of residence on any given day (24-hour period) during the industrial accident leave, he or she should notify the immediate supervisor to provide a telephone number where the unit member can be reached.

8.7.3 Reporting Industrial Accident

Unit members are expected to exercise due care in performing their duties and to report all hazardous conditions to their immediate supervisor. Should a unit member sustain an industrial accident on the job, the unit member shall notify his or her immediate supervisor and if not available, notify the department manager, 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 ensure that an accident form is completed and forwarded to the administrative officer on the same day that the accident occurs. The administrative officer will file the report with the District Office within twenty-four (24) hours of the time of the accident. If the unit member is unable to report the accident, his or her family member or designated person should notify the unit member's supervisor.

8.7.3.1 Unit members have a right to receive medical care at any of the District's designated occupational medical facilities. The unit member may predesignate their own personal physician by filing a "Pre-Designation of Personal Physician" form prior to any industrial accident. If a unit member does not predesignate a physician, the physician from one of the District's designated occupational medical facilities will provide the first thirty (30) days of medical care, or until such time after thirty (30) days that the unit member designates a physician.

8.7.4 Eligibility for Industrial Accident Leave

Eligibility for industrial accident leave is contingent on the following conditions:

8.7.4.1 The unit member has reported the industrial accident to the appropriate supervisor as soon as possible after the unit member became aware of the injury; and

8.7.4.2 medical treatment has been provided by either the unit member's predesignated personal physician or a designated facility, and a medical verification report physician's statement (see section 8.1.4) has been filed with the District Employee Benefits Office; and

8.7.4.3 the industrial accident is verified to be work-related.

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

8.7.5 Use of Earned Illness Leave

When the unit member's entitlement to industrial accident leave has been exhausted, the unit member's entitlement to earned sick leave will then be used.

8.7.5.1 If the unit member is receiving a compensation award, he or she shall be entitled to use only as much of his or her accrued sick leave or vacation

as, when added to the compensation award, will provide for a full day's pay.

8.7.6 Indemnity Checks

During any period the unit member is off work on industrial accident leave, eligible temporary disability checks will be paid to the District. The District, in turn, shall issue the unit member an appropriate salary warrant for the payment of not more than his or her full salary and shall deduct normal retirement and other authorized contributions and deductions from such warrants.

8.7.7 Employee Status During Industrial Accident Leave

Periods of paid industrial accident leave shall not be considered a break in the unit member's service.

8.7.8 Physician's Determination Regarding Employee's Health

Unit Members requesting a return to duties shall be required to submit a physician's statement assessing their ability to perform normal duties assigned to the position (see section 8.1.4 for definition of physician). The attending physician's determination will be subject to the Workers' Compensation Law.

8.7.8.1 With administrative approval and with the physician's authorization, modified work schedules or work assignments on a temporary basis at the unit member's regular rate of pay (limited duty program) may be accommodated for unit members who are eligible for industrial accident provisions.

8.7.8.2 With the limited duty program, the work assignments shall match the abilities and skills of the unit members with the limitations and restrictions prescribed by the physician.

8.7.9 ADA/FEHA Reasonable Accommodations for Qualified Individuals with Disabilities

Once it is ascertained that a person is a qualified individual with a disability, the District will engage in a timely and interactive process with the employee to determine if the unit member can perform the essential functions of his or her job with or without reasonable accommodations. Unit Members should inform their supervisors of the need for reasonable accommodations.

8.7.10 Reemployment List

If, at the conclusion of all leaves of absence, paid or unpaid, the unit member is still unable to assume the duties of his or her position, the unit member 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 unit member is able to assume the duties of the former position, the unit member shall be reemployed in the first vacancy in the classification of his or her previous assignment. His or her reemployment will take preference over all other applicants except those laid off for lack of work or funds, in which case the affected employee shall be ranked according to his or her proper seniority. If the unit member refuses the offer of reemployment, he or she shall be removed from the reemployment list and shall have no further rights of reemployment accorded a unit member on the 39-month reemployment list.

8.8 **Catastrophic Illness or Injury Leave Program**

The purpose of the Catastrophic Illness or Injury Leave Program is to establish a program where unit members may donate eligible leave credits to a Catastrophic Illness or Injury Leave Bank that may be used by an eligible unit member when that unit member 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 unit member 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.

8.8.1 Definitions

For purposes of this section, the following terms are defined as follows:

8.8.2 Catastrophic Illness or Injury

Catastrophic illness or injury means an illness or injury that is expected to incapacitate a unit member from work for an extended period of time, or that incapacitates a member of the unit member's immediate family which incapacity requires the unit member 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 unit member because he or she has exhausted all of his or her eligible sick leave, vacation, and other paid time off (except Five Month Law) and is in less than full pay status.

8.8.3 Eligible Employee

An eligible unit member is a permanent employee of the District who is not receiving benefits under the District's Industrial Accident 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.

8.8.4 Immediate Family

The immediate family of a unit member 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 unit member; spouse or domestic partner of the unit member; son or daughter of the domestic partner of the unit member; brother or sister of the unit member; or legal dependent of the unit member.

8.8.5 Eligible Leave Credits

Eligible leave credits are accrued, unused vacation hours vested to a permanent unit member or a probationary unit member who has completed six (6) months or more of service.

8.8.6 Catastrophic Illness or Injury Leave Bank

A Catastrophic Illness or Injury Leave Bank shall be maintained by the District as follows:

8.8.7 Donations

A permanent unit member or a probationary unit member 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.

8.8.8 Probationary Employee Restriction

A probationary unit member 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 unit member does not complete his or her probationary period, his or her vacation donation will be restored to the unit member.

- 8.8.9 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.
- 8.8.10 Accounting for Donations
Donations shall be converted to a dollar amount based upon the donating unit member's current rate of pay. The District shall maintain a separate accounting of the Catastrophic Illness or Injury Leave Bank.
- 8.8.11 Catastrophic Illness or Injury Committee
A Catastrophic Illness or Injury Committee shall be established to oversee the Catastrophic Illness or Injury Leave Program.
- 8.8.12 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.
- 8.8.13 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.
- 8.8.14 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.
- 8.8.15 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.
- 8.8.16 Application for Catastrophic Illness or Injury Leave
An eligible unit member 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.
- 8.8.17 Eligible Employee Vesting
An eligible unit member 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 unit member 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 unit member must be vested in the cycle of the Catastrophic Illness or Leave Program in which they apply for a Catastrophic Illness or Injury Leave.

8.8.18 Physician Statement Required

A physician's statement verifying the unit member's incapacitation or the incapacitation of a member of the unit member's immediate family which incapacity requires the unit member to take time off from work to care for that family member must accompany the application for Catastrophic Illness or Injury Leave.

8.8.19 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 unit member is in less than full pay status.

8.8.20 Requirement to Exhaust All Eligible Paid Leaves

An eligible unit member 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.

8.9 **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 **Short-Term Military Leave**

8.10.1 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.

8.10.2 When a unit member 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 unit member's regular annual work schedule.

8.10.3 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.

8.11 **Jury Duty**

8.11.1 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 unit member 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.

- 8.11.2 For purposes of this section only, when a unit member is required to report for jury duty, the unit member's normal work schedule will be adjusted to reflect that the unit member's work hours fall within the hours of 8:00 am to 5:00 pm.
- 8.11.3 If a unit member is released from jury duty prior to having completed the regular number of work hours for that day, the unit member is expected to return to work and complete his/her work hours for that day.
- 8.11.4 The unit member 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 unit member.
- 8.12 **Bereavement Leave**
Every regular unit member shall be granted necessary leave with pay, in the event of the death of any member of the unit member's immediate family (as defined in Section 8.3.3). Such leave will not exceed three (3) days, or five (5) days if travel is in excess of three hundred-fifty (350) miles from Sacramento or out of state. The unit member will record the destination, name of the deceased, and the relationship to the unit member on their monthly absence report. In addition to immediate members as defined in Section 8.3.3, nieces and nephews of the unit member will be considered members of immediate family for bereavement leave only.
- 8.13 **Personal Business**
- 8.13.1 Any unit member, including unit members 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.
- 8.13.2 Personal business leave is to be used for activities that the unit member 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.
- 8.14 **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 unit member'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 unit member to be present with the immediate family member shall be attached to the unit member'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.
- 8.15 **Quarantine**
A unit member 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 unit member is personally sick, the days of quarantined absence shall be counted against accumulated and current sick leave credited to the unit member. If the unit member is not ill, no deduction will be made from accrued sick leave.
- 8.16 **Required Court Appearance**

- 8.16.1 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 unit member. 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).
- 8.16.2 A copy of the subpoena must be attached to the Cumulative Absence Report form submitted by the unit member.
- 8.16.3 The unit member 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 unit member.

8.17 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.

8.17.1 Eligibility for Vacation

- 8.17.1.1 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.
- 8.17.1.2 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.
- 8.17.1.3 Earned vacation shall not become a vested right until completion of the initial six (6) months of employment. (Education Code 88197e)
- 8.17.1.4 No vacation shall be used prior to the time it is earned.

8.17.2 Pay for Earned Vacation

- 8.17.2.1 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.
- 8.17.2.2 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.
 - 8.17.2.2.1 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.
 - 8.17.2.2.2 Unit members 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 unit member's personal IRC

Section 402(g) limit, the excess will be paid in cash to the unit member.

8.17.3 Scheduling Vacations

- 8.17.3.1 Vacations must be approved in advance by the appropriate administrator at the convenience of the operating unit. If a response is not provided within ten (10) working days of receipt of a vacation request (barring extenuating circumstances), the request shall be granted.
- 8.17.3.2 Vacation time cannot be used by unit members for a period of less than one (1) hour.
- 8.17.3.3 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 unit member will be allowed to carry the requested amount as excess to the above stated amount into the following year.
- 8.17.3.4 The manager of a unit member 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.
- 8.17.3.5 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 unit member supplies adequate notice or relative supporting information regarding the basis of such interruption or termination.

8.17.4 Holidays Observed

- 8.17.4.1 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.
 - 8.17.4.1.1 New unit members whose first day of employment is the day after a holiday do not receive pay for that preceding holiday.
 - 8.17.4.1.2 Unit members who resign or terminate shall not be eligible for any holidays after the last day worked.
- 8.17.4.2 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)
- 8.17.4.3 Other school closure days appointed by the President or Governor as holidays for a public fast, thanksgiving, or other celebration.

8.17.4.4 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.

8.17.4.5 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.

8.17.5 Board-Granted Days Off

All regular unit members 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.

8.17.6 Compensation for Holidays and Board-Granted Days Off Worked

Should a holiday or Board-granted day(s) off occur while an unit member 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.

8.18 **LRSA Conferences**

8.18.1 Please see article 4.6.3 regarding LRSA Representatives attending conferences.

8.19 **General Conditions Governing Leaves With Pay**

8.19.1 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.

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

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

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

8.19.1.1.3 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.

- 8.19.1.2 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 unit member's control of such leave.
- 8.19.2 The District may require documentation supporting the unit member's need for absence.
- 8.19.3 Report of Absence
- 8.19.3.1 Administrative officer means the Vice President of Administration (or designee) at the college and the Vice Chancellor of Finance and Administration (or designee) at District Office/Facilities Management.
- 8.19.3.2 Upon termination of absence, the unit member shall complete the report of absence form stating the reason for the absence.
- 8.19.4 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.
- 8.19.5 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.
- 8.19.6 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.
- 8.19.7 Effect of Paid Leave on Continuity of Service
Periods of paid leave shall not be considered a break in service.
- 8.19.8 For leave reporting purposes under Article 8, reference to a day means an eight (8) hour day, or a pro-rata thereof if the unit member regularly works less than eight (8) hours in a given day. If the unit member 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, 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 unit member 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 a unit member 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 unit member 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 unit member is entitled, the unit member is still unable to assume the duties of his or her position, the unit member 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 unit member is able to assume the duties of his or her position, the unit member 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 unit member 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 unit member refuses the offer of reemployment, he or she shall be removed from the reemployment list and shall have no further rights of reemployment accorded a unit member 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 unit member 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 Vice Chancellor of Finance and Administration (or designee) to be in the best interests of the District.

9.6.2 Eligible unit members may also apply for and participate in the Professional 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 Vice Chancellor of Finance and Administration (or designee) for District Office unit members}. 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 unit member'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 2015-18

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 Appendix A.

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 unit member's report of performance evaluation is not such to warrant the step increase, the unit member 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 unit member's special performance evaluation is no longer below the necessary standard for a step increment, the unit member 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 Increments**

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 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.

10.5.3 A regular supervisor who has satisfactorily served the District for Twenty (20) full years will be provided an additional two percent (2%) for the twenty (20) year longevity step.

- 10.5.4 A regular supervisor who has satisfactorily served the District for twenty-five (25) full years will be provided an additional two percent (2%) for the twenty-five (25) year longevity step.

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: LRCEA; SEIU; LRSA; Confidential/Management; and LRCFT. 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 longevity service increments to regular employees as defined in the collective bargaining agreements or Board Policy. 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 unit member'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 unit member 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 unit member 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 a unit member for out of classification pay shall be made to the unit member'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 unit member 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 a unit member in excess of the appropriate amount due the unit member, the unit member is liable and responsible for payment of the monies owed to the District. The unit member shall bring the overpayment to the attention of the District Payroll Department as soon as it is discovered by the unit member.

10.9.2 When the District discovers the error, the Payroll or Human Resources Department shall notify the unit member 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 unit member 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 The employee will be provided options for repaying the amount due. Employees who do not respond to such request may have their debt referred to a collection agency.

10.9.4 The money owed to the District shall be deducted from future salary warrants:

10.9.4.1 When the overpayment is due to union dues or health premiums not being deducted in the prior month; or

10.9.4.2 when the overpayment is the result of overuse of leave privileges; or

10.9.4.3 when the overpayment is an adjustment related to military duty leave differential pay referenced in Article 8.12, or

10.9.4.4 when the error overpayment is a statutory deduction (e.g. CalSTRS, CalPERS, taxes, etc.).

10.9.5 If a unit member terminates employment with the District before the overpayment has been repaid, the remaining balance will be deducted in full from the final pay warrant, any retroactive salary schedule improvement and/or the payment for any outstanding vacation day accruals. If the amount owed exceeds the final pay warrant, the remaining amount due shall be repaid to the District within thirty (30) days.

10.9.5.1 Regular eleven-month unit members 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.

10.9.6 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.

10.9.7 Disputes regarding overpayments shall be subject to the grievance procedure through Level III, as outlined in Section 12.6.3. Once a unit member files a grievance, no payroll withholding or deduction of the unit member'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 unit members have overused available leaves, in which case corrections to pay are made immediately.

10.9.8 The District and/or the unit member, without LRSA representation, may pursue other legal methods of resolution of a dispute regarding the debt.

10.9.9 Nothing in this section shall preclude a unit member from agreeing to repayment of the debt in larger increments provided the unit member 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. Grounds Supervisor
- b. HVAC/Plumbing Supervisor
- c. Structures Supervisor
- d. Electrical Systems Supervisor
- e. Transportation Supervisor

10.11 On-Call for Police Sergeants

10.11.1 Police Sergeants will be required to be on-call as authorized by the District's Chief of Police. Police Sergeants may be called to respond to matters requiring their attention, such as, major incidents, suspicious circumstances, or crime scenes as soon as possible.

10.11.2 Typically Police Sergeants will be assigned to on-call status on a rotational basis. This will require the Police Sergeants to be available to respond by telephone without delay.

10.11.3 Police Sergeants while on-call shall:

- a. Be properly equipped for duty and available to respond directly to the location assigned within sixty (60) minutes.
- b. Not drink alcoholic beverages.
- c. Immediately take appropriate steps to acknowledge notification upon being contacted.

10.11.4 Police Sergeants will receive an on-call allowance of one hundred and thirty dollars (\$130.) per month as compensation for their on-call status.

Article 11: Fringe Benefits and Insurance Programs

11.1 Health and Welfare Benefits

The District shall provide coverage for health, dental, life, and other fringe benefit programs for members of the unit through plans recommended by the Insurance Review Committee (IRC) and adopted by the District. LRSA may appoint a unit member as their representative to the IRC.

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

11.2.1 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.

11.2.2 Section 125 Plan – Dependent Care Assistance Program, Medical Expense and Limited Purpose Flexible Spending Accounts

A Dependent Care Assistance Program is provided to unit members as permitted by Internal Revenue Code 125. This plan allows unit 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 unit members to pay for dependent care costs with pre-tax dollars. The District also has a Medical Expense and Limited Purpose Flexible Spending Account (FSA) plan. This plan enables employees to fund eligible uncovered medical/dental/vision expenses with pre-tax dollars. Typical out of pocket expenses eligible under this plan include, but are not limited to, vision care expenses such as eyeglasses and contact lenses, orthodontia, medical and dental co-pays. The Limited Use FSA is also provided which allows employees who have a Health Savings Account to fund eligible uncovered dental/vision expenses with pre-tax dollars.

11.2.2.1 If a unit member's monthly pay is not adequate to allow for the dependent care or FSA deduction, that month's deduction will be skipped.

11.2.3 The District may charge participants a fee to cover the costs of administering the program by a third party administrator. LRSA shall participate in the selection of any new third party administrator through the District Insurance Review Committee.

11.2.4 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 the Dependent Care Assistance Plan, the Medical Expense FSA, or the Limited Purpose FSA.

11.2.5 Participation in the plan requires an annual election made at the time of hire or during the open enrollment period each year. There are no other opportunities during the year for unit members to elect to participate in the plan.

11.2.6 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.

11.3 Health/Medical & Other Insurance

The District shall make a monthly contribution for employee and dependent(s) health/medical insurance coverage that has been negotiated with LRSA as part of this contract for the upcoming contract year. The carriers for the LRSA unit as of the 2017-18 fiscal year are: Kaiser Health, Western Health Advantage and Sutter Health plans. Any change in the contribution should be agreed to by the District and LRSA prior to the annual open enrollment period each year for the coverage year starting July 1st.

11.3.1 The maximum District contribution amount in 2018-19 is currently established at \$1,212.51 per month for Kaiser Health, Western Health Advantage and Sutter Health participants. Increases to the District contribution level for 2018-19, and 2019-20, and 2020-21 shall be funded from defined revenues described in Appendix A of this Agreement, and are subject to meeting and negotiating with LRSA. Such negotiations shall occur after the Insurance Review Committee has recommended the plans for the ensuing year and any changes to the District contribution should be agreed to prior to the commencement of open enrollment. Any change in the District's contribution shall be effective July 1 of the contract year.

11.4 Dental Insurance

The District shall contribute up to a maximum of the monthly premium amount established for the self-funded dental program of the District.

11.4.1 The maximum District contribution amount in 2016-17 is currently established at \$133.00 per month and any increase above this level shall be funded from defined revenues described in Appendix A of this Agreement.

11.5 Vision Plan

LRSA employees may voluntarily participate in the District's vision plan. The cost for participation is borne by the unit member.

11.6 Medical/Dental Coverage – Work Assignment Increases or Decreases

The District will allow regular employees who have never been enrolled previously, to enroll in the existing medical and/or dental insurance programs when the employee becomes eligible for an increased District contribution for medical or dental insurance due to a permanent increase in hours of employment. The District will notify the employee in writing of the provision of this section. The employee must then request enrollment in writing and within sixty (60) days of the effective date of the increased assignment. Coverage for this benefit would be effective the first day of the second month following written submission of enrollment application(s) to the Employee Benefits Department. Conversely, the District will allow a regular employee who is enrolled, to dis-enroll in existing medical and/or dental insurance programs and other optional benefits when the employee realizes a reduction in District contribution due to a permanent decrease in hours of employment.

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

The established District contribution levels as described in LRSA Contract sections 11.3, 11.4, and Appendix A for medical and dental coverage shall be applied towards the premium cost of the selected plan of each participating unit member who has a regularly assigned work year of fifty percent (50%) or more of a full-time equivalent (FTE) position.

11.7.1 A full-time equivalent position is based upon an assigned twelve (12) month work year and regularly scheduled to work forty (40) hours per week.

11.7.2 The determination of the less than full-time equivalent factor shall be based upon the authorized FTE level established for the position. Intermittent or non-regularly scheduled hourly work which may occur during non-regular paid periods shall not be used in the determination of the FTE factor or the related District contribution level.

- 11.7.3 For each participating member whose regularly assigned work schedule is less than fifty percent (50%) of a full-time equivalent (FTE) position, the District contribution level for medical and dental coverage shall be a proportionate amount of the maximum amount per LRSA Contract sections 11.3, 11.4, and Appendix A. For example, the District contribution level for a regular unit member working ten hours per week for ten months would be twenty one percent (21%), which is computed as follows:
10 hours/40 hours = 25%
10 months/12 months = 83%
25% x 83% = 20.8% of the maximum District contribution level.
- 11.7.4 Participating unit members who incur a loss of pay in which the time off is not covered under Five Month Law leave or State or Federal leaves, such as FMLA/CFRA, will receive a District contribution towards medical and dental benefits based on the number of paid hours compared to the number of full-time hours payable in that month.

11.8 **Payroll Deductions Schedule**

The District will continue to pay the established amount for medical and dental insurance coverage for the unit member 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.

- 11.8.1 Premiums for nine-, ten- and eleven-month employees will be paid by the District during regular non-pay months. Employee contributions for insurance premiums for the non-paid months will be deducted in equal amounts in advance during the employees' paid work months. This provision applies to regular employees working nine-, ten-, or eleven-month work years.

11.9 **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.

11.10 **Life Insurance**

The District shall provide \$50,000 of term life insurance and accidental death and dismemberment coverage for regular unit members of the unit through plans recommended by the District Insurance Review Committee and adopted by the District.

- 11.10.1 This coverage is provided to regular unit members with a permanent assignment of fifty percent (50%) or more. Coverage is effective upon meeting the eligibility requirements at no out-of-pocket cost to the participants during the term of this agreement.

11.11 **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.

- 11.11.1 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.
- 11.11.2 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 a twelve (12) month period following the expiration of the employee's paid leaves. This benefit is provided to eligible employees for a maximum of twelve (12) months during his or her lifetime and will be provided as a subsidy toward COBRA.

- 11.11.3 If any benefit, such as life insurance, can be continued but are not coordinated through COBRA, payment arrangement for any monthly out-of-pocket premium costs in excess of the established District contribution must be made with the Employee Benefits Department at the District Office. Any out-of-pocket premium costs must be paid by the first day of each month or coverage will lapse.
- 11.11.4 If the disability payments should stop for any reason during the one-year period and the employee has not returned to work, the District contribution subsidy toward COBRA 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.
- 11.11.5 After the twelve-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 through COBRA at the employee's expense provided that the program or policy permits such participation. Payment arrangements for benefits continued through Los Rios must continue to be made with the Employee Benefits Department at the District Office.
- 11.11.6 Employees who elect to retire during this one-year period, and who qualify for the retiree medical District contribution, shall be subject to the rules governing retiree District contributions after the one-year period.
- 11.11.7 Should the unit member's resignation or termination occur within the twelve (12) month period, the unit member may elect to remain on COBRA benefits.
 - 11.11.7.1 If the unit member elects COBRA benefits, the District will pay the amount determined in Article 11.11.2 towards the COBRA medical premium until the District has paid the full twelve (12) month benefit provided in Article 11.11.2. During this period, the unit member must pay the normal unit member contribution to maintain this benefit. The unit member shall make any COBRA premium payments thereafter, including the small administrative fee. The District will continue to comply with any federally mandated modifications to COBRA.

11.12 **Unemployment Insurance**

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

11.13 **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 Appendix A.

11.14 **Health Care Benefit for Retirees**

11.14.1 Retirement from the District

To be eligible to retire from the District, an employee must have the equivalent of five years of full-time service with Los Rios, be vested in either CalSTRS or CalPERS, and (a) be at least age fifty-five (55), or (b) between the ages of fifty (50) and fifty-five (55) and receiving disability income under the District's Disability Income Protection Plan

immediately prior to retirement. Retirement from the District requires that the employee submit a request for retirement to Human Resources and receive Chancellor, or designee, approval for that request.

11.14.2 District Contribution for Post-Employment (Retiree) Medical Costs

11.14.2.1 Eligibility The District shall make monthly contributions for full-time regular members of the bargaining unit who retire from the District as defined in 11.14.1, are collecting retirement benefits from either CalSTRS or CalPERS, and who at the time of retirement, meet any of the following conditions.

11.14.2.1.1 The District shall make monthly contributions 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.

11.14.2.1.2 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.

11.14.2.1.3 Employees who retire between the ages of fifty (50) and fifty-five (55), and are receiving disability income under the District's Disability Income Protection Plan just prior to retirement, and meet the qualifying years of full-time service referenced under either 11.14.2.1.1 or 11.14.2.1.2, are also eligible.

11.14.2.2 Amount and Processing of Contribution - Contributions shall be established by the Board of Trustees and shall be provided for the premium cost of medical insurance for the retiree only. The amount of the District contribution toward retiree health care benefits may be increased as determined by policies publicly adopted by the Board (Policy 6622). The maximum monthly contribution is the lesser of the amount determined by the Board or the total combined health care and Medicare premiums for the individual retiree.

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

11.14.2.2.2 If the retiree enrolls in a medical plan outside of the Los Rios plans, the retiree is eligible for monthly reimbursement of premiums up to the District contribution. If the retiree enrolls in a Los Rios medical plan, the premium owed will be reduced by the District contribution. Documentation for retirees with coverage outside the District's plans must be submitted annually verifying that the retiree is covered by health insurance and the monthly cost for the retiree's insurance.

- 11.14.2.2.3 If the premium is greater than the District contribution, a monthly withdrawal will be made from the retiree's bank account for the difference. Two or more failed transactions due to lack of funds will result in termination of coverage and the loss of the ability to be covered under a Los Rios plan, except as provided in 11.14.5.1.1.
- 11.14.2.2.4 If the monthly contribution is stopped due to lack of proof/evidence of premium cost, a closed bank account, etc., the contribution will be restarted prospectively, only.
- 11.14.2.2.5 If the premium owed is less than the District contribution, the retiree will be eligible for reimbursement of other medical premiums such as Medicare Part B or D, provided proof/evidence of premium cost is received.

11.14.3 Eligibility to Participate in Retiree Medical Plans

- 11.14.3.1 Retirees who are eligible for the District Contribution as specified in 11.14.2 are eligible to participate in the District's retiree medical plans.
- 11.14.3.2 Retirees who are not eligible for the District Contribution as specified in 11.14.2 may enroll in a retiree medical plan upon retirement if they have the equivalent of ten (10) years of full-time service with the District.
- 11.14.3.3 Dependents of retirees are eligible to participate in the District's plan, as long as the retiree is also a participant, and may enroll at the same time as the retiree or during any open enrollment period. Enrolled dependents may continue to participate in a District plan following the retiree's death, but may not re-enter the plan if they dis-enroll after the retiree's death.

11.14.4 Selection of a District Medical Plan

Retirees may enroll in or change plans at the time of retirement if allowed by the medical carriers and must participate continuously in the retiree group plan in order to remain on a District retiree medical plan, except as provided in Articles 11.14.5.1.1 and 11.14.5.2. In addition, the retiree will be provided the opportunity to change to a different District health plan during each annual open enrollment period.

11.14.5 Non-District Plan

11.14.5.1 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 if the retiree is eligible for the District contribution and incurs an out-of-pocket premium expense. Annual verification of premium cost is required. If verification is not received when requested, the District contribution will be stopped until verification is received and will be reinstated prospectively only. Except as provided below, 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 unless an open enrollment period for such retirees is approved by the District health carriers and offered by Los Rios.

- 11.14.5.1.1 Retirees eligible to participate in a District Retiree Medical plan who retire before the age of sixty-five (65) may choose a health plan other than a District health plan either at the time of retirement or during retirement, prior to

age 65, without forfeiting their ability to enroll in a District health plan upon turning sixty-five (65).

11.14.5.1.2 If such enrollment paperwork is not received in Employee Benefits within the 7-month window of turning sixty-five (65), the retiree will not be able to enroll at a later date. The 7-month window coincides with the Medicare enrollment window and includes the three months prior to turning sixty-five (65), the month of turning sixty-five (65), and the three months after turning sixty-five (65). The retiree must be enrolled in Medicare Parts A and B. Enrollment in the Los Rios plan must coincide with enrollment in Medicare.

11.14.5.1.3 To enroll in a District health plan, retirees who were not enrolled in a District plan must provide evidence of continued coverage from the date of retirement, or cancellation of the Los Rios coverage, whichever is later, to the date of enrollment in Medicare and a Los Rios plan. The retiree must provide evidence of enrollment in Medicare Parts A and B. It is the retiree's responsibility to monitor this and contact the Los Rios Employee Benefits Department and submit required paperwork within the timeline

11.14.5.2 Articles 11.14.5.1.1 applies to retirees who become Medicare eligible for a health-related, or any other, reason prior to turning age sixty-five (65). The same requirements apply as stated in Article 11.14.5.1.1, but the 7 month window is based upon the date they become Medicare Eligible.

11.14.6 Retiree Dental

The District may offer a group dental insurance plan to retirees. The District contribution cannot be used toward dental premiums

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 B 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 unit member of the District by reason of the unit member'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); Vice 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/Vice Chancellor (or designee). The President/Vice 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/Vice Chancellor (or designee) by submitting all pertinent written materials to the Associate Vice Chancellor, Human Resources, 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, Human Resources.
- d. The office of the Associate Vice Chancellor, 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, 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 unit members and employer. The District recognizes its responsibility to comply with Cal-OSHA regulations in providing unit members with safe working conditions. District unit members and the Association recognize their duty to follow safe working procedures, to utilize appropriate safety gear, and to submit written reports of unsafe conditions. Unit members 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 unit member and the immediate supervisor will be addressed to the Location Safety Officer. Unit members will report safety concerns to the officers designated at the location where the unit member 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 (or designee).

13.1.1.2 If the Location Safety Officer determines that the conditions are safe, the unit member is expected to proceed with the required tasks. Failure to comply may result in disciplinary action. A unit member 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 unit member, 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/unit members' recognition of the importance of a safe working environment and safe working conditions by both the District and the unit members, 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 SEIU, LRCEA, LRSA, Management/Confidential and LRCFT 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 unit members during the intervening period. The committee will examine the cause and develop a follow-up procedure for correction, if possible;
- b. Reports filed by unit members 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 unit members 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). Unit members 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 unit member 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 unit members 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 unit member 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 a Sergeant prior to his/her starting date of employment:

Uniform items: (current value: \$1,000)

- a. Three (3) navy blue uniform pants
- b. Two (2) navy blue long sleeve uniform shirts
- c. Three (3) navy blue short sleeve uniform shirts
- d. One (1) navy blue long sleeve polo shirt
- e. One (1) navy blue short sleeve polo shirt
- f. Two (2) navy blue uniform ties
- g. One (1) brass tie bar
- h. Two (2) brass name tags (for shirt/jacket)
- i. One (1) pair of leather uniform shoes
- j. One (1) navy blue hat/cap
- k. One (1) dress uniform hat
- l. One (1) pair leather or neoprene type tactical gloves
- m. One (1) black basket weave leather dress belt with brass buckle

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

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 firearm, holster, and magazine holder
- b. One (1) sam brown black leather duty belt with brass buckle
- c. One (1) key holder with brass snap
- d. Four (4) belt keepers with brass snaps
- e. One (1) leather handcuff case with brass snaps
- f. Two (2) pair of handcuffs
- g. One (1) CPR kit with nylon case
- h. One (1) rechargeable flashlight with AC charger and ring holder
- i. One (1) mace/pepper spray and holder
- j. One (1) expandable baton and holder
- k. One (1) high visibility traffic safety vest
- l. One (1) set of rain gear consisting of one (1) reversible pair of rain pant, one (1) reversible rain jacket, and one (1) reversible rain hood. The rain gear shall be black on one side and high visibility safety color on the other.
- m. One (1) navy blue uniform jacket
- n. One (1) external load bearing vest
- o. One (1) ballistic vest (as described in 13.11)

- p. Two (2) internal carriers for ballistic vest (as described in 13.11)
- q. One (1) Patrol Bag
- r. One (1) Posse Box
- s. One (1) Citation Book Holder

13.10.4 A uniform allowance of \$675 shall be provided to each Sergeant for each fiscal year after the first year. Sergeants who have completed their probationary period shall receive the uniform allowance in monthly installments of \$56.25 through the District's normal payroll process and they may choose which vendors to purchase the uniform items from.

13.10.5 Replacement of the navy blue uniform jacket shall require the approval of the manager.

13.10.6 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 unit member.

13.11 **Ballistic Vest**

The District will provide one (1) custom fitted ballistic vest for each Sergeant which shall be worn by the unit member at all times during the work day. The Sergeant shall not be required to wear the ballistic vest when medical verification, in writing, is provided to the District by a physician or when approved by the Chief of Police to not wear the ballistic vest due to the conditions of a specific assignment.

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 (current value \$250):

- a. HVAC/Plumbing Supervisor
- b. Grounds Supervisor
- c. Electrical Systems Supervisor
- d. Structures Supervisor
- e. Transportation Supervisor
- f. Custodial Supervisor
- g. 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 (except Custodial Supervisor and Custodial/Receiving Supervisor) and working at Facilities Management shall be embroidered with the appropriate "Los Rios" logo. 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 unit members or LRSA when the following exist:

- a. Where such changes would affect the working conditions of unit members 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 Board and the LRSA agree to not discriminate against, or harass any member represented by this contract on the basis of one or more of the following actual or perceived characteristics, or due to the association with a person or group with one or more of the following actual perceived characteristics: race, color, ethnic group identification, religion or religious creed, sex, gender, gender identity, gender expression, sexual orientation, sexual identity, veteran/military status, national origin, ancestry, physical or mental disability, medical condition, age (over forty), pregnancy or childbirth related condition, political affiliation or belief, 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, 2018, through June 30, 2021, 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 10th, 2018 to be effective July 1st, 2018.

LOS RIOS SUPERVISORS ASSOCIATION

LOS RIOS COMMUNITY COLLEGE DISTRICT

By _____
Genevieve Siwabessy, President

By _____
Pamela Haynes, President, Board of Trustees

Gerald Nuckols, Vice President

Brian King, Chancellor

Appendix A: Salary & Benefits

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 which 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 contribution towards health coverage for all authorized/filled positions associated with the LRSA unit which is compared to the total District salary, benefit, and District contribution costs for authorized/filled positions of all District employee groups.
- 2) Authorized/filled positions which are funded from special programs/categorical funds are excluded from calculations of both LRSA unit's cost and other employee group costs.
- 3) The salary and benefit costs including the District contribution costs associated with contract managers are also excluded.
- 4) "Contract year" consists of the fiscal years 2018-19, 2019-20, and 2020-21.
- 5) Any reference to "prior year" refers to the fiscal year preceding one of the contract years stated above.

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

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

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

A.1.2 COLA

New or increased revenues 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 costs associated with student growth, as described in

Attachment 1, net Growth funds are considered continuing funds and are proportionately allocated to the unit. Growth funds are attributed to either an increase in funded Full-Time Equivalent Students (FTES) or an increase in the District's Basic Allocation.

A.1.3.1 Cost Reduction

As described in Attachment 1, any cost savings which were previously funded from student growth funds shall be included in the calculation of net available Growth Funds.

A.1.4 Lottery Revenue

The initial 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.

In 2014-15 the base amount for unrestricted Lottery revenue was increased by \$2.6M to a new established base of \$5.9M. Eighty percent (80%) which is \$2.08M of the increase was considered a continuing resource and the proportionate amount of such funds was provided to LRSA through the proportionate share calculation as a continuing resource.

Lottery revenues below the base amount of \$5.9M shall reduce available continuing funds. Any revenue received above the established base of \$5.9M is considered one-time-only revenue and the proportionate amount of eighty percent (80%) of such funds provided to the LRSA unit as a non-continuing resource.

A.1.5 State Mandates

Mandate Block Grant is unrestricted funding provided to districts that elect to receive a block grant in lieu of filing claims seeking reimbursement for mandated activities for a specific fiscal year. If the State budget includes mandate block grant funding during the contract year and the District elects to receive the block grant in lieu of filing a claim, eighty percent (80%) of that amount will be allocated to the compensation calculation to be distributed to the LRSA unit based upon its proportionate share. This resource is categorized as one-time only funding.

A.1.6 District Contribution Reduction

Should the District contribution for medical and dental coverage be reduced in a 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.

A.1.6.1 The amount of funds attributed to any premium reductions in a contract year shall be distributed to unit members in combination with any Growth funds.

A.1.7 Salary Savings (Decrements)

Any net salary savings after replacement costs are considered resulting from unit member retirements or resignations will be included as a resource for the unit. Replacement cost is typically step one (1) for the vacated position but can be higher if the person hired to fill the vacated position is placed at a higher step. Savings for positions vacated at the end of the academic or fiscal year will be included in the calculation for the following year. Any position that is not filled within the year of including the decrement will be calculated based upon the step 1 value for that position's classification. Net salary savings may be used to:

- A.1.7.1 Address the unit's proportionate share of any reductions in Base revenues below the defined base, and
- A.1.7.2 Remaining salary savings shall be available to the unit as another resource.

A.1.8 State Revenue Recalculations

Should Base, COLA, Growth or Lottery revenues be increased or reduced as a result of retroactive calculations performed by the State Chancellor's Office (February of the following year Recalculation for prior year revenues or other state computations), such revenue adjustments for the prior year shall be applied to current year revenue computations as per Section A.1.

A.1.9 Carry Forward of Continuing or One-Time Only Funds from prior year

A.1.9.1 Staff Development Leave Program

Annually, \$20,500 will be appropriated for leaves as specified in 5.10.2. Unexpended funds from this allocation will be combined with the unexpended amount of prior years' carryover for other staff development activities. The total amount up to \$61,500 will be appropriated in the following year for other staff development activities. For any year when the cost of a leave(s) exceeds the \$20,500, the excess will be charged against the carryover allocation. A charge will be made against the unit's one-time resources to ensure a minimum of \$41,000 for the following year's carryover for other staff development activities.

A.1.9.2 Other Resources

Should the Unit and the District agree to defer either continuing or one-time funds from a prior year calculation such funds will be combined with other available resources for the following contract year.

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

The Unit's proportionate share of such additional funds as defined in A.1.1 through A.1.9 shall be applied in the following priority order:

- A.2.1 The cost of step increments for a contract year for unit members and any prior year step increment or other continuing costs which were not adequately funded from prior years continuing funds; the unit shall bear the cost of step and longevity increments for all members except as follows. In the initial year of hire, if a member is placed on either of the highest two steps of the LRSA schedule and/or is entitled to a longevity increment(s) when placed, the District will provide to the unit resources to pay the portion of the placement cost associated with the highest two steps and/or the longevity increment(s). This exception applies to replacement hires only or for a new position when the new position is a conversion of an existing position. Increment costs associated with the reclassification or promotion of an existing member, or from a growth position, shall not be included in the determination of the amount provided by the District; then,
- A.2.2 Any increased District cost of providing disability insurance coverage, unemployment insurance coverage, or other increased payroll-related benefits to unit members in a contract year; then
- A.2.3 The increased cost over the prior year level of providing the District contribution for medical coverage up to the amount agreed to per Article 10.2.

A.2.3.1 For 2018-19, the maximum District contribution amount is currently established at \$1,212.51 per month (12 month basis). The contribution level is only made up to the premium level for the plan selected. The amount of the contribution will be determined each year based upon negotiations with the unit.

A.2.3.1.1 The District will contribute to a Health Savings Account (H.S.A.) for regular employees who select the Western Health Advantage High Deductible Health Plan (WHA HDHP). The maximum contribution level is either \$100 per month or \$150 per month, dependent upon single or family coverage, respectively. The contribution will remain in effect for the contract term unless the WHA HDHP is discontinued or as long as the WHA HDHP premium plus the H.S.A. contribution is less than or equal to the District contribution.

A.2.3.1.2 The District will contribute to a Health Savings Account (H.S.A.) for regular employees who select the Sutter Health Plus High Deductible Health Plan (SHP HDHP). The contribution level for 2018-19 is \$55.00 per month. The contribution level for 2019-20 and 2020-21 will be determined following negotiations regarding the contribution amount for medical coverage for that year. The maximum contribution level is either \$100 per month or \$150 per month, dependent upon single or family coverage, respectively. A contribution will remain in effect for the contract term unless the SHP HDHP is discontinued or as long as the SHP HDHP premium plus the H.S.A. contribution is less than or equal to the District contribution.

A.2.3.1.3 The District will contribute to a Health Savings Account (H.S.A.) for regular employees who select the Kaiser High Deductible Health Plan (Kaiser HDHP). The maximum contribution level is either \$100 per month or \$150 per month, dependent upon single or family coverage, respectively. The contribution will remain in effect for the contract term unless the Kaiser HDHP is discontinued or as long as the Kaiser HDHP premium plus the H.S.A. contribution is less than or equal to the District contribution.

A.2.3.2 The District carriers providing medical coverage to LRSA members in 2018-19 are:

Kaiser Health Plan
Sutter Health Plus
Western Health Advantage

And the established District contribution will apply to any of the health plans selected by the unit member that are offered by the District as recommended by the Insurance Review Committee. The carriers in subsequent years will be determined by the Insurance Review Committee.

A.2.3.3 The contract year District contribution shall be provided to each participating regular employee as defined in Article 11 of this Agreement.

A.2.4 The increased cost in a contract year, if any, for increasing the prior year District

contribution for monthly dental premiums up to the contract year monthly premium amount. For 2017-18, the District contribution level is currently established at \$133.00 (12 month basis).

- A.2.4.1 The contract year District contribution shall be provided to each participating regular employee as defined in Article 11 of this Agreement.
- A.2.5 Premium increases above \$6.75 per month per participant (guaranteed through 2019-20) for \$50,000 in term life insurance and accidental death and dismemberment coverage.
- A.2.6 Remaining funds shall be used to compute the salary and payroll-related fringe benefit improvements on an annual basis for the current year and shall be effective for services rendered as of July 1, of the current year, unless the District and the Unit agree to defer remaining funds, if any, to future years. The PERS rate to be used for determining continuing salary schedule improvements shall be the projected PERS rate for 2021-22 at the time of the calculation. The cost of any salary schedule improvements provided in advance of the final determination of revenues available to LRSA shall be considered in the retroactive salary calculations. If no salary improvement has been advanced, then any retroactive salary payments for services rendered for the contract year will be paid as a one-time improvement for that year.
 - A.2.6.1 The District and LRSA unit representatives will meet following the close of the District's financial records to review the calculation. Any continuing improvements from the remaining funds to either salary or benefits for unit members must be supported by continuing resources.
- A.3 Any improvements in District contribution levels toward medical and dental premiums will be effective July 1 of the contract year.
- A.4 The costs defined in Section A.2 are considered continuing costs and require continuing" funds (as defined in Section A.1) in order to continue the funding support of such costs in succeeding fiscal years. Any of the above costs funded in a contract year from one-time-only revenues (as defined in Section A.1 shall be considered one-time-only distributions/improvements for the contract year.
- A.5 The District and LRSA shall meet, if requested by either party by February 1st, each Spring of the 2018-21 contract to discuss possible options for the distribution of LRSA's proportionate share of available revenues defined per Appendix A of the 2018-21 Agreement. The options will include adding a sixth step to the LRSA salary schedule and, following the implementation of the sixth step, increasing the 20- and 25-year longevity increments from 2% to 4%. The increase to the longevity will be considered after the salary schedule has received at least a 2% overall improvement.
 - A.5.1 It is understood that the cost of funding annual step increments shall have first priority on such available funds.
- A.6 **Scheduled Distribution of Lottery Revenues**

The increase in funds attributable to lottery revenues above the base amount stated in Section A.1.4 shall be considered one-time-only payments and will be distributed to LRSA unit members on an annual basis with other retroactive salary compensation for the fiscal year.

 - A.6.1 If lottery revenues can be reasonably estimated at the time of processing any retroactive salary payments, such 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 in the improvements to salary and benefits shall be included in the succeeding fiscal year revenue distribution to LRSA.

A.6.2 The District Office Business Services staff shall inform LRSA of the lottery amount received annually.

A.7 Distribution of Available Resources

The distribution of net resources as defined in A.2.6 shall be made no later than sixty (60) days after the final status of such funds is determined by the California Community Colleges Chancellor's Office, or the close of the District's fiscal year, whichever is later.

A.8 Salary savings resulting from unclaimed Dependent Care Assistance Program or Flexible Spending Plan elections by LRSA unit members will revert to unit members who participated in the plan(s) per Internal Revenue Service code net of any costs associated with the plan administration.

A.9 Other Unrestricted Funds

Should other new state unrestricted revenues become available in a contract year 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.9.1 The District shall notify the LRSA unit of such new unrestricted revenues which are subject to further negotiations.

A.10 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.11 Ten Percent (10%) Limitation

Should the contract year revenues as defined above provide sufficient funding for salary, fringe, and health benefit improvements, including step 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 for the contract year.

A.11.1 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.12 Review of District Records

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

Annual reports which summarize 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 this Appendix shall be provided to designated representatives of LRSA.

A.13 Changes in Funding Formulas for Community Colleges

Should the funding formula for community colleges change substantially which affects the application of the contract provisions, the above Sections A.1 to A.4 shall not apply. Such new unrestricted funding provisions shall be subject to further negotiation for the contract year.

A.14 Reduction or Insufficient Defined Revenues

Should the total of all defined revenue/resources for a contract year be less than the various specified base amounts stated in section A.1 including all sub-sections, LRSA unit members shall bear their proportionate share of such reduced or insufficient funding levels. The bargaining unit's proportionate share reduction shall be based upon its share of eighty percent (80%) of Base, COLA and Growth revenue and/or other revenue reductions.

A.14.1 LRSA's proportionate share of computed revenue reductions shall be applied to: a) salary schedule adjustments; b) workload adjustments; c) suspension of salary schedule step advancements; d) benefit level adjustments; or e) other adjustments as mutually agreed to by LRSA and the District.

Following written notice to LRSA from the District regarding the proportionate share reductions, if the District and LRSA cannot agree on a plan for application of LRSA's proportionate share of the defined revenue reductions, after both parties have engaged in good faith negotiations for a period of thirty (30) days, if no agreement has been reached between the parties, the parties will, if requested by either party, jointly declare impasse and request the PERB to certify the impasse and have a mediator assigned to assist the parties. Not less than sixty (60) days from the District's notice to LRSA of the potential need to implement reductions, the District may implement the reduction in accordance with the items outlined in A.14.1. Following the District's implementation, the District will continue to expeditiously negotiate in good faith with LRSA regarding the final manner for how the reductions are borne by the unit, up to and including impasse, mediation and fact-finding. Any implemented reductions form the base for succeeding years.

A.15 Cost and Salary Savings

Any cost savings realized per the calculation specified in Attachment 1 and salary savings (decrements) as defined in A.1.7 will offset either the overall reduction in resources or the unit's specific costs for that year.

A.16 Layoff Provision

No unit member will be laid off for fiscal reasons during the contract year if all the following conditions exist: 1) District revenues (Basic Allocation, COLA, and Growth provisions) for the contract year are maintained at the amount received in the prior year; 2) categorical funding remains at the same level for the contract year as the prior year; and 3) there are no operational deficits in the contract year for auxiliary services.

A.17 Cost Advances

The cost of a contract year step increments and other additional payroll related benefit costs for a contract year which are not sufficiently funded shall then be considered advanced by the District for the contract year. Any costs advanced shall have first priority in the utilization of LRSA's proportionate share of defined revenues in future years.

Attachment 1: Calculation of Available Growth Revenues & Related Growth Cost

1. Calculation of Available Growth Revenues

Eighty percent (80%) of Growth Funds as defined in Appendix A received in a contract year shall be initially appropriated in the following manner:

- 1.1 The increased costs associated with each year's actual full-time equivalent (FTE) instructional level which is above the previous year's actual instructional staffing level.
 - 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 instructional FTE level for that year plus the change in FTE for the summer term above the base level of 122.34 subject to 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 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.
 - 1.1.2 The cost for additional FTE will be based upon the standard adjunct cost for the contract year, except the standard adjunct cost for summer term instruction will not include health and welfare benefit costs. In computing the standard adjunct cost for the purposes of this calculation, the 2021-22 STRS rate of 19.10% for employer contribution will be used in place of the rate in effect for the contract year. This is done to set-aside the increased pension costs for these additional positions. The 2017-18 rate using the 2021-22 rates is \$59,541 and
 - 1.1.2.1 for 2018-19, the standard rate as determined by averaging the fall 2018 actual payments for adjunct and overload instructional assignments and the standard benefit rate for part-time instructional service as adjusted for the 2021-22 STRS rate; then
 - 1.1.2.2 for 2019-20, the standard rate as determined by averaging the fall 2019 actual payments for adjunct and overload instructional assignments and the standard benefit rate for part-time instructional service as adjusted for the 2021-22 STRS rate; then
 - 1.1.2.3 for 2020-21, the standard rate as determined by averaging the fall 2020 actual payments for adjunct and overload instructional assignments and the standard benefit rate for part-time instructional service as adjusted for the 2021-22 STRS rate.
- 1.2 The increased cost over the previous year's cost related to contracted instruction such as public safety instructional programs and other contracts;
- 1.3 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 Department shall be used to determine actual staffing levels.

- 1.4 The cost of additional counselors required to maintain a counselor/student ratio of 1:900. The cost will be based upon the average salary and fringe benefit annual contract cost in the contract year for adjunct and overload counselors using the 2021-22 STRS rate.
 - 1.4.1 such positions shall be authorized as a continuing appropriation for the start of the following fiscal year; and
 - 1.4.2 continuing growth funds committed for the additional authorized counseling positions and set aside for this purpose in the contract year shall be proportionately distributed to the unit on a one-time-only basis; then
- 1.5 The cost of additional full-time faculty required to be hired as specified in Title V provisions (faculty obligation number). The incremental salary and fringe benefits costs due to conversion of part-time instructional and counseling FTE to regular instructional and counseling positions and salary and benefit costs of other non-classroom faculty positions shall be funded from Growth funds. The 2017-18 rate for converted instructional FTE using the 2021-22 STRS employer rate is \$34,737. The 2017-18 rate for new or re-authorized regular faculty positions (164 or 174 day), using the increased pension rates is \$89,591 or \$100,931 respectively. The established district contribution cost towards health benefits shall also be considered. Calculated standard costs for required faculty hired pursuant to Title V provisions shall be determined annually and typically increases by salary schedule and fringe benefit improvements provided in 2017-18 through 2020-21 as applicable;
 - 1.5.1 Continuing growth funds shall be committed for any positions authorized in the contract year and;
 - 1.5.2 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. Any unused continuing growth funds set aside for this purpose in the contract year shall be proportionately distributed to the unit on a one-time-only basis; then
- 1.6 The salary and fringe benefit cost of additional classified positions which are needed as a result of district enrollment growth or new educational sites.
 - 1.6.1 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, Blue Collar, Supervisory and Confidential positions funded with general purpose revenues. Classified positions (FTE) which are funded from categorical resources/revenues are excluded from this computation.
 - 1.6.2 For any given contract year, it is the District's intent to distribute the additional classified staff funded from growth funds across all classified units; then
 - 1.6.3 The additional classified FTE shall be in place no earlier than the spring

semester of the contract year or July 1 of the succeeding year.

- 1.6.4 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.
- 1.6.5 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 at \$77,000 per FTE, based on the average salary from prior year 1% calculation and the 2021-22 PERS projected rate of 19.80%; and,
- 1.6.6 Any unused continuing growth funds in the contract year shall be proportionately distributed to the unit on a one-time-only basis.
- 1.7 Additional administrative positions shall not be funded from growth funds.
- 1.8 The net Growth funds shall be proportionately allocated to LRSA in accordance with Appendix A. The difference between the current employer contributions for STRS and PERS and the rates used in 1.1, 1.4, 1.5, and 1.6 shall be credited back as a one-time resource until required.
- 1.9 The cost savings or cost reductions related to those items listed below shall be calculated and applied as an additional source of funds. Items previously funded from growth revenues are:
 - 1.9.1 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 2016-17 part-time cost per FTE of \$59,541, as defined per Section 1.1, shall be used to determine instructional cost savings, and
 - 1.9.2 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) counselors required per the terms of the LRCFT contract. 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 2017-18 counseling part-time cost per FTE (@174 days) using the increased pension rates is \$81,966. Actual counselor staffing FTE levels above the required staffing level shall be used in the determination of cost if such levels are greater.
 - 1.9.3 Any other cost reductions due to staffing changes (reduction) previously funded from growth funds as further described in Sections 1.1 to 1.6.
 - 1.9.4 The total amount of cost savings as determined above shall be proportionately distributed to LRSA as per section 1.8.
- 1.10 Available Growth Revenue for 2019-20 and 2020-21 shall be determined in the same manner as the 2018-19 contract year except that:
 - 1.10.1 The actual instructional staffing levels expressed in full-time equivalent (FTE) terms in either 2019-20 or 2020-21 compared to the actual FTE level of the previous year shall be determined for the particular contract year as well as the standard cost; and the actual cost for contract instruction for 2019-20 and 2020-21 compared to the cost charged in the previous year, and

- 1.10.2 The change in authorized levels for counseling, the conversion of part-time to regular FTE, and classified positions will be determined using the basis described for the 2018-19 year and the salary schedule and fringe benefit rates in effect for the 2019-20 and 2020-21 years.

Appendix B: 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 C: Position Classifications

LRSA includes supervisors in the following position classifications:

- Accounts Payable Supervisor
- Admissions & Records Supervisor
- Bookstore Supervisor
- Business Services Supervisor
- Campus Operations Supervisor
- Child Development Center Supervisor
- College IT Systems Supervisor
- Community Services Supervisor
- Counseling Supervisor
- Custodial Supervisor
- Custodial/Receiving Supervisor
- Educational Center Supervisor
- Employee Benefits Supervisor
- Facilities Maintenance – Electrical Systems Supervisor
- Facilities Maintenance – Grounds Supervisor
- Facilities Maintenance – Heating/Ventilation/Air Conditioning (HVAC)/Plumbing Supervisor
- Facilities Maintenance – Structures Supervisor
- Facilities Maintenance – Transportation 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
- Information Technology Application Systems Supervisor
- Information Technology Technical Services Supervisor
- Instructional Computer Laboratory Supervisor
- Instructional Science Laboratory Supervisor
- Media Resources Supervisor
- Payroll Supervisor
- Police Sergeant
- Printing Services Supervisor
- Purchasing Supervisor
- SRPSTC Office Supervisor
- Student Life Supervisor
- Student Services Supervisor
- Technical Director – Visual & Performing Arts Center
- Ticket Office Supervisor – Visual & Performing Arts Center

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