

Los **R**ios **C**ommunity **C**ollege **D**istrict

Collective Bargaining Agreement With

Los **R**ios **C**lassified **E**mployees **A**ssociation

July 1, 2021 – June 30, 2024

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(to be renumbered at the time of publishing)

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Preamble

This collective bargaining agreement (“Agreement”) is made and entered into by and between Los Rios Classified Employees Association (“LRCEA”) and Los Rios Community College District (“District”) under authority of the Educational Employment Relations Act commencing with Section 3540 of the Government Code (“EERA”).

Article 1: Recognition and Bargaining Unit

1.1 Recognition

The District hereby recognizes LRCEA as the exclusive bargaining representative of the White Collar bargaining unit in accordance with Public Employment Relations Board (PERB) Case Number S-R-498, dated June 17, 1977, and as amended thereafter by mutual written agreement.

1.2 Bargaining Unit

The White Collar Bargaining Unit ("Bargaining Unit" or "Unit") consists of all employees in position classifications as listed in Appendix B attached hereto and incorporated by reference as part of this Agreement.

1.2.1 The Bargaining Unit position classifications may be expanded by the District during the term of this Agreement.

1.2.1.1 New position classifications shall be provided by Human Resources to the Bargaining Unit for review and comment. The Bargaining Unit shall provide a written response to the proposed new classification within fifteen (15) working days from the date received. If requested, Unit and Management will meet jointly within ten (10) working days from receipt of Unit response to clarify and discuss any concerns regarding the new classification. For the purpose of discussing new classifications and job descriptions as described in this section, the joint meeting will be comprised of the LRCEA and District representatives of the Joint Job Classification Review Committee.

1.2.2 The Bargaining Unit shall not have any position classifications removed from it during the term of this Agreement without the express written agreement of LRCEA.

1.2.3 Disputed cases regarding the composition of the Bargaining Unit and additions and/or exclusions into or from the Bargaining Unit shall be submitted to PERB for final resolution.

1.2.4 The District agrees it shall not layoff or reduce the annual, monthly, and/or hourly work schedule of any employee in any position classification in the Unit during the life of this Agreement, except as provided for in Appendix A of this Agreement.

Article 2: Organizational Rights

2.1 Exclusive Rights

LRCEA is provided the following exclusive organizational rights by the EERA subject to the provisions herein:

2.1.1 Right to Represent Employees in the Unit

LRCEA has the exclusive right to represent employees in the Bargaining Unit over matters involving employee relations with the District.

2.1.2 Access to Employees at Work

LRCEA representatives shall have access to areas in the District where employees in the Bargaining Unit work and shall have access to those employees at reasonable times.

2.1.3 Use of District Bulletin Boards

LRCEA has the use of District bulletin boards to post materials related to LRCEA activities subject to the following:

2.1.3.1 Currency of Postings

All postings shall contain the date of posting and the identification that the posting is authorized by LRCEA.

2.1.3.2 Copy of Postings

A copy of each posting or an electronic copy shall be provided to the appropriate Administrative Officer within a reasonable time of the posting.

2.1.4 Use of District Mailboxes and Mail Distribution System

LRCEA shall have the use of District mailboxes and the District mail distribution system to distribute material related to LRCEA activities provided that such use does not interfere with normal District mail delivery.

2.1.5 Use of District Communications

LRCEA may use the established District communication systems including telephones, email, fax, internet and related systems in a reasonable manner to communicate with unit 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 LRCEA 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 email account.

2.1.6 Use of District Facilities

LRCEA shall have the use of District facilities and related equipment for the purpose of conducting meetings related to LRCEA activities provided that such meetings shall not displace events scheduled prior to the LRCEA request for use and shall not interfere with District programs and services. LRCEA

requests for facility use shall be made to the appropriate District manager/representative at the District work location where the facility use is requested.

2.1.6.1 Use of Employee Rest Space

Facilities for employee rest space (lunch/break areas) will not be scheduled for use if such use interferes with other employee use of the rest space.

2.1.6.2 Facility Use Fee

LRCEA shall not be charged for the use of District facilities provided that the use pertains to rights under the EERB. If the use is for any other reason, LRCEA shall pay a reasonable facility use fee.

2.1.7 LRCEA Meetings

LRCEA meetings not involving the processing of grievances, or meeting and negotiating with the District, or other matters between LRCEA and the District will be conducted by unit members or LRCEA officials outside established employee work hours except that such meetings may be scheduled before or after such work hours and during employee lunch periods.

2.1.8 Release Time – Grievance Processing

A representative of LRCEA may be present at all levels of the grievance procedure if requested by the grievant. Such representative will receive release time from work without loss of compensation in order to represent the grievant at any level of the grievance procedure. This release time shall include a reasonable amount of travel time to and from the representative's work location if the grievance meeting is held at a location other than the representative's work location.

2.1.9 Release Time – Negotiations

LRCEA may designate a reasonable number of LRCEA representatives to serve on the negotiating team for successor agreements. The District will grant reasonable release time without loss of compensation for the LRCEA representatives for at-table contract negotiations. This release time shall include a reasonable amount of travel time to and from the Bargaining Unit member's work location if contract negotiations are held at a location other than the member's work location.

2.1.9.1 Preparation Time – Negotiations

During the period when at-table negotiation meetings between the District and LRCEA are scheduled, two (2) hours per week of release time from work without loss of compensation may be used by a negotiation team member in preparation of such contract negotiation meetings. Each negotiation team member shall provide their immediate supervisor/manager reasonable advance notice of such release time and such release time will be granted provided that it does not interfere with the efficient operations of the District.

2.1.10 Exclusive Right to Payroll Deduction

LRCEA shall have the exclusive right to have its membership dues, fair share service fees, and other amounts LRCEA may lawfully charge employees in the Bargaining Unit deducted from the pay of Bargaining Unit employees by the District.

2.1.11 *Exclusive Right to Meet and Negotiate*

LRCEA shall have the exclusive right to meet and negotiate with the District over matters within the scope of representation.

2.2 **Additional Organizational Rights**

LRCEA and the District have agreed on the following additional organizational rights:

2.2.1 *Agenda and Minutes of the Board of Trustees*

The Board of Trustees Agenda and Minutes are posted online on the District website. The LRCEA President and LRCEA Treasurer will be notified by email when the public agenda for each meeting of the Board of Trustees is available online, and a paper copy will be provided to the LRCEA office.

2.2.2 *District Strength Report*

The LRCEA President and the LRCEA Treasurer will each be forwarded a copy of the District classified strength report prepared by the District's Human Resources Office within a reasonable time of the report's preparation.

2.2.3 *Release Time – LRCEA Officers*

The District shall provide ten (10) hours of release time per week without loss of compensation to be used by LRCEA officers for LRCEA business. The release time shall be distributed so that the LRCEA President and LRCEA Vice President each receive four (4) hours of such release time per week, and the LRCEA Secretary and LRCEA Treasurer each receive one (1) hour per week. This release time shall not be cumulative from week to week except for the LRCEA Secretary and the LRCEA Treasurer whose accumulated hours must be used within the month they are accumulated as coordinated by their respective managers/supervisors. This release time is in addition to the release time provided in Sections 2.1.8 and 2.1.9 of this Agreement and is in addition to any meeting called by management that the LRCEA President or LRCEA representative is required to attend.

2.2.4 *District Conduct with LRCEA Members and Officers*

In accordance with applicable laws, the District agrees that it shall not interfere with, intimidate, restrain, coerce, or discriminate against an employee because of the employee's membership in, or participation in, or holding office in LRCEA.

2.2.5 *Salary Change*

The District agrees to meet and negotiate with LRCEA regarding the salary range and the job description for a new job classification or change to a job classification within the Bargaining Unit prior to adopting it or making a change. Any dispute regarding this section shall be subject to the grievance procedure of this Agreement commencing at Level III.

2.2.6 *Distribution of Agreement*

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

2.2.7 *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 LRCEA in writing within a reasonable time (no later than the Friday before the Chancellor's Cabinet meeting in which it will be considered) of any proposed changes of the LRCCD Policies and Administrative Regulations during the term of this Agreement.

2.2.7.1 *Chancellor's Cabinet*

Pursuant to Board Policy P-3411, the LRCEA President shall serve as a member of the Chancellor's Cabinet. The Chancellor's Cabinet shall function as the District participatory 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.

2.2.7.2 *Practices and Procedures*

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

2.2.8 *Mailing Labels*

Upon request, the District will provide LRCEA a set of electronic (e-mail) mailing labels of unit members, quarterly.

Article 3: Organizational Security

3.1 Application to Employees in the Unit and LRCEA

The organizational security provisions described in this article of the Agreement apply to all employees in the LRCEA Bargaining Unit, to LRCEA, and to the District, pursuant to Section 3546 of the EERA.

3.1.1 Maintenance of Membership

Each employee who is a member of LRCEA on the effective date of this Agreement or who subsequently becomes a member of LRCEA shall, from that date forward, remain as a member of LRCEA and pay their dues for the duration of this Agreement.

3.1.2 Payroll Deduction Authorization

To join LRCEA as a member, an employee in the LRCEA Unit, or LRCEA on behalf of that employee, shall file a complete individual payroll deduction form with the District for automatic payroll deduction of their LRCEA dues. This payroll deduction authorization form shall be subject to mutual agreement to by LRCEA and the District before its use.

3.1.2.1 Prior Employee Authorization

The District shall not require any employee in the LRCEA Bargaining Unit who has LRCEA dues deducted, their pay prior to the effective date of this Agreement, or has LRCEA dues deducted from their pay during this agreement, to provide the District with any additional payroll deduction form for such purpose.

3.1.3 Changes to Dues or Fee Schedule

LRCEA shall provide the District with a schedule of the dues or the fee for the employees covered by this Agreement not later than September 1 of each year. In the event the District does not receive a schedule by September 1 reflecting changes to the dues or fee schedule, the District shall continue to deduct the amounts as provided under the last schedule.

3.1.4 Annual Notice to Members and Non-Members

LRCEA will provide the annual notices required by the EERA to both members and non-members.

3.1.5 District Payment of Deductions to LRCEA

The District shall forward to LRCEA, within five (5) working days after each payroll distribution date, all LRCEA dues and fees subject to payroll deduction along with appropriate deduction registers.

3.1.6 Hold Harmless

LRCEA agrees to indemnify and hold the District harmless (including reasonable attorneys' fees and costs) against any and all allegations, actions,

claims, suits, orders or judgments brought or issued against the District as a result of any action taken by agents of LRCEA or the LRCEA Executive Board pursuant to the provisions of Article 3 of this Agreement. The District agrees to indemnify and hold LRCEA harmless (including reasonable attorneys' fees and costs) against any and all allegations, actions, claims, suits, orders or judgments brought or issued against LRCEA as a result of any action taken by agents of the District and/or Board of Trustees pursuant to the provisions of Article 3 of this Agreement.

3.2 Maintenance of Membership

Each employee who is a member of LRCEA on the effective date of this Agreement or who subsequently becomes a member of LRCEA shall, from that date forward, remain a member of LRCEA and pay their dues for the duration of this Agreement.

3.3 Payroll Deduction Authorization

To join LRCEA as a member, an employee in the LRCEA Unit, or LRCEA on behalf of that employee, shall file a complete individual payroll deduction form with the District for automatic payroll deduction of their LRCEA dues. This payroll deduction authorization form shall be subject to mutual agreement to by LRCEA and the District before its use.

3.3.1 Prior Employee Authorization

The District shall not require any employee in the LRCEA Bargaining Unit who has LRCEA dues deducted from their pay prior to the effective date of this Agreement, or has LRCEA dues deducted from their pay during this Agreement, to provide the District with any additional payroll deduction form for such purpose.

3.4 Changes to Dues Schedule

LRCEA shall provide the District with a schedule of the dues for employees covered by this Agreement no later than September 1 of each year. In the event the District does not receive this dues schedule by September 1 reflecting changes to the dues schedule, the District shall continue to deduct the amount as provided under the last schedule.

3.5 Annual Notice to Members

LRCEA provides annual notices required by the EERA to its members.

3.6 District Payment of Deductions to LRCEA

The District shall forward to LRCEA within five (5) working days after each payroll distribution date, all LRCEA dues subject to payroll deduction along with appropriate deduction registers.

3.7 Hold Harmless

LRCEA agrees to indemnify and hold the District harmless (including reasonable attorney fees and costs) against any and all allegations, actions, claims, suits, orders or judgements brought or issued against the District as a result of any action taken by agents of LRCEA or the LRCEA Executive Board pursuant to Article 31 of the Agreement. The District agrees to indemnify and hold LRCEA harmless (including reasonable attorneys' fees and costs) against any and all allegations, actions, claims, suits, orders or judgements brought or issued against LRCEA as a result of any action

taken by agents of the District and/or Board of Trustees pursuant to the provisions of Article 3 of this Agreement.

Article 4: Evaluation of Job Performance

4.1 Purpose of Evaluating Job Performance

4.1.1 The overall purpose of evaluating the job performance of employees is the improvement of services in support of the educational program of the District. The purpose of the employee evaluation is to reflect the unit member's proficiency in the job; promote self-improvement; identify areas in which the individual is performing satisfactorily, as well as the area where improvement is desirable; and to identify goals and objectives for the ensuing year.

4.1.2 The employee evaluation process is an on-going process, wherein the employee is informed in writing as to progress in meeting the performance standards of the position. Evaluations of job performance may also include:

- a) Guidance and training for assignments;
- b) Development of job-related goals in terms of performance;
- c) Assisting the employee in achieving their own personal professional goals and aspirations; and
- d) To recommend permanent status for probationary employees who satisfactorily complete the probationary period.

4.1.3 It is the District's intent that all permanent classified employees covered by this Agreement shall be evaluated on their work performance. Conditional and probationary employees shall be evaluated in accordance with the appropriate sections of this Article, Sections 4.7 and 4.8, respectively. The Report of Job Performance for classified staff shall be used by the evaluator in communicating with those employees for whom they have responsibility for performance evaluation. The Report of Job Performance in Appendix C is attached hereto and incorporated by reference as a part of this Agreement. Employees receiving an overall rating of "competent" or "commendable" on their Report of Job Performance for the first two (2) years of employment, including the probationary period, will be evaluated every two years thereafter.

4.1.4 Special Evaluation

If deemed advisable by the administrative officer, a Special Evaluation of job performance may be made more frequently to address factors in the Report of Job Performance that are in need of improvement.

If a special evaluation is conducted, the Evaluator will complete an evaluation using the Report of Job Performance form. The Report of Job Performance form will be provided to the employee at the start of the Special Evaluation period, and must include:

- a. The performance factor(s) in need of improvement
- b. the standards required for competent performance, and the training or other resources available to support improvement
- c. A reasonable period of time to improve performance.

At the conclusion of the special evaluation period(s), the Report of Job Performance form will be completed for the review period and a normal evaluation cycle will resume, or the special evaluation period will be extended for a reasonable period of time to improve performance, if deemed advisable by the administrative office.

4.2 **Evaluator (Rater)**

The evaluator of the job performance of an employee shall be a District manager or supervisor who is directly responsible for the District operating unit in which the employee is assigned, and, except for such District manager or supervisor, no other employee in the bargaining unit or person outside the bargaining unit shall evaluate the job performance of any employee. Items addressed in the report for job performance review must be verified by the evaluator.

4.3 **Evaluator Training**

4.3.1 The District's Human Resources Department shall provide Report of Job Performance training to current District employees who are responsible for Report of Job Performance reviews (i.e., management, supervisor) for classified employees covered by this Agreement. Prior to evaluating a unit member, the evaluator is required to participate in training regarding the Report of Job Performance review process.

4.3.2 The District agrees to hold Report of Job Performance review training sessions on a semi-annual basis in order to provide timely training for new supervisors and managers.

4.4 **Scope of Evaluation**

No evaluation of an employee shall include any duty that is not fixed and prescribed for the job classification of the employee by the District's Board of Trustees pursuant to the California Education Code, and no employee shall be assigned or required to perform any duty that is not reasonably related to the mission of the District. No arbitrary or capricious evaluation shall be issued to any employee covered by this Agreement.

4.5 **Categories and Factors for Report of Job Performance**

The evaluator shall rate the following performance categories when evaluating the employee:

4.5.1 Quality of Work

The degree of excellence of the work performed over the entire rating period. Taken into consideration are adequacy of job knowledge, neatness, accuracy, and thoroughness.

4.5.2 Quantity of Work

Considers volume of work and extent to which work schedules are met; productivity, timeliness.

4.5.3 Work Habits and Attitudes

Maintains required work schedule, break periods. Meets obligations on time. Plans and organizes work to provide an efficient process and ensure satisfactory results. Complies with instructions, rules and regulations. Ability to work without immediate supervision.

4.5.4 Personal Qualities

Demonstrates good judgment in performing the duties of the position and in communicating with those with whom he or she comes into contact during the course of work. Takes initiative in getting work done when necessary. Uses appropriate safety equipment as provided for the job.

4.5.5 Relationship with Others

Works cooperatively and effectively with others. Responds to inquiries in a timely manner. Provides professional service when helping students, the public, and the college community. Works cooperatively in support of other employees and the goals of the department.

4.5.6 Leadership Abilities (if applicable)

Treats those who report to them fairly, impartially, and objectively. Gives employees clear and timely instructions and reviews progress of employees, providing feedback. Develops, trains and supports those employees who report to them. Makes appropriate and effective work assignments to achieve unit workloads.

4.5.7 Ratings

a) If any factors are rated as “Needs to Improve” or “Unacceptable”, documentation supporting the rating must be attached.

b) The overall rating shall be consistent with the factor ratings. An overall rating of “Needs to Improve” or one factor rating of “Unacceptable” shall require documentation of “performance assessment(s)” as well as meeting with the employee to develop a plan for improvement. The overall rating is not necessarily an average or composite of the individual category/factor ratings of a performance review.

c) Continued need for improvement shall require additional performance assessment meetings or evaluations.

d) An overall performance review rating of “Unacceptable” will, when applicable, prevent an employee from receiving their step increment for that year.

4.6 **Evaluation Process**

4.6.1 Completing the Report of Job Performance

Prior to evaluating a unit member, the evaluator is required to participate in training regarding the Report of Job Performance review process as described in section 4.3.1. In completing the Report of Job Performance, the evaluator shall:

- a) Consider the entire period of time which is subject to the evaluation process;
- b) Exclude activities or incidences which occurred during the evaluation period which are unusual circumstances, isolated incidences, or other unavoidable conditions;
- c) Consider verified additional factors for inclusion in overall appraisal of employee;
- d) Provide a written record of employee deficiencies which affect job performance;
- e) Review performance by evaluating the employee's performance in terms of responsibilities and tasks which have been directly observed or verified in writing through other observers during the period of evaluation;
- f) Analyze need for training, counseling and providing resources;
- g) Ensure observations are complete and correct and have not been distorted by limited observation;
- h) Use consistency when rating performance categories and factors, using consistent standards of measurement for all employees in the same classification.

4.6.2 *Role of Reviewing Officer*

Prior to providing the Report of Job Performance to the employee, it shall be signed by the evaluator, and reviewed and signed by the designated reviewing officer, typically the evaluator's manager.

4.6.3 *Meeting Between Evaluator and Employee*

The evaluator may present the employee with a draft Report of Job Performance, signed and dated by the evaluator and reviewing officer, for comments prior to discussion of the final review. If during the evaluation meeting with the employee it is determined that revisions are necessary, the evaluator shall review potential changes with the reviewing officer and prepare a new report for signature by the evaluator, reviewing officer and employee. LRCEA unit employees shall be allowed up to forty eight (48) hours (two work days) to review the final Report of Job Performance that has been signed and dated by the evaluator and the reviewing officer. If an employee chooses not to sign the final Report of Job Performance, the evaluator shall annotate the Report of Job Performance accordingly and provide a copy to the employee at that time. One (1) copy of the Report of Job Performance will be given to the employee.

4.7 Evaluation of Conditional Employees

4.7.1 Definition

Conditional employees are permanent employees in the white collar unit who have been promoted or transferred within the District. Such employees are given six (6) months to satisfactorily learn and perform a new job.

4.7.2 Time Line

Conditional employees shall be given a written performance review at the end of the third (3rd) and fifth (5th) months. After the successful completion of the conditional period, the next evaluation period as appropriate per section 4.1.3, will be from the effective date of the promotion or transfer.

4.7.3 Unsatisfactory Review of Conditional Employees

Conditional employees who do not meet the standards of the new position may be returned to a former classification where they had obtained permanency and had received satisfactory evaluations. Satisfactory evaluations would be an overall rating of "Competent" or "Commendable" for members of the white collar unit. In the event of a return of a conditional employee to a former position, the Vice President of Administrative Services at the campus or the Director of Human Resources shall be contacted.

4.8 Probationary Employees

4.8.1 Definition and Probationary Period

A probationary employee is an employee who has been appointed by the District to a regular classified position in a job classification in the bargaining unit, and who is in the process of completing the required probationary period of twelve (12) consecutive months of District service in the job classification.

4.8.2 Effect of Short Term and/or Substitute Assignment

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

4.8.3 Effect of Absence on Probationary Period

If during the probationary period the employee's absences for absences due to an approved paid or unpaid leave exceed twenty (20) consecutive days, the probationary period may be extended on a day-to-day basis until the opportunity to observe the employee has been provided for a full probationary period.

4.8.4 Time Line

Probationary employees shall be given written performance reviews three (3) times in the first year of employment specifically in the fourth, eighth and eleventh months. The final review will carry a recommendation regarding status for the employee.

4.8.5 Unsatisfactory Review of Probationary Employees

Probationary employees may be released at any time during the first year of employment without cause. In this event, the Vice President of Administrative Services at the campus will notify the Director of Human Resources. If the Director of Human Resources concurs with the recommendation as per Board Policy 6625, such recommendation will be communicated to the Union President or their designee prior to meeting with the affected employee.

4.9 Appeal of Unsatisfactory Review of Permanent Employees

4.9.1 If the employee disagrees or believes that the Report of Job Performance contains or is based upon false or misleading information, the employee may request that the administrative officer conduct an inquiry within ten (10) days of receipt of the performance review. The administrative officer shall be different from the evaluator and the reviewing officer who completed the Report of Job Performance. If it is determined that one or more processes has been violated, the performance review shall be void and revised accordingly. Furthermore, if the evaluator intentionally used false information, the evaluator may be subject to adverse action, including discipline.

4.9.2 The employee may file a written response to the evaluation within twenty (20) days of the evaluation meeting or meeting with the administrative officer, whichever is later. Such response will be attached to the Report of Job Performance in the personnel file at the District Office.

4.9.3 A permanent employee may appeal the decision of the administrative officer within twenty (20) days of the date of receipt of the administrative officer's decision to the Director of Human Resources. The Director of Human Resources shall review the appeal of the permanent employee and may gather information in their review of the appeal. The Director of Human Resources shall render a decision on the permanent employee's appeal within thirty (30) days of receipt of the appeal.

4.10 Grievance

The process used for the performance review of employees is subject to the grievance procedure. While subject to the appeals process mentioned above, the standards employed and the judgments rendered are not subject to the grievance procedure; however, ratings must be supported by documentation as described in Section 4.5.8 of this Agreement. The period in which the grievance is required to be filed shall not commence until after the employee receives the final evaluation of their job performance from the evaluator, or after the employee received the written response from the District pursuant to Section 4.9 of this Agreement. The District agrees it will not use the procedures and processes pertaining to evaluating job performance of employees to harass any employee covered by this Agreement.

4.11 Representation for Evaluation Meetings

Employees shall be entitled to have a LRCEA representative present if he or she so requests during meetings to discuss the Report of Job Performance that could lead to disciplinary action taken against the employee. The District will provide the employee reasonable advance notice in such cases of potential disciplinary action.

4.12 **Self-Evaluation**

No employee in the unit shall be required to self-evaluate their performance and the District shall take no reprisal against any employee in the unit who refuses to self-evaluate their job performance.

4.13 **Exclusive Process**

The only evaluation procedure and process that shall be used by the District to evaluate the job performance of employees in the unit are those which are described in Article 4 of this Agreement.

Article 5: Work Periods

5.1 Annual Work Schedules

Each employee is assigned a regular annual work schedule during the fiscal year of the District in accordance with the following:

5.1.1. Fiscal Year

The fiscal year of the District is the twelve (12) calendar month period commencing July 1 and continuing uninterrupted through the following June 30.

5.1.2. Work Schedule – Twelve-Month Positions

The annual work schedule of each twelve-month employee is the fiscal year.

5.1.3. Work Schedule – Eleven-Month Positions

The annual work schedule of a full-time employee designated as having eleven (11) months of service will have a minimum of 1,784 paid-status hours. This includes, but is not limited to, vacation, holidays, and Board-granted days off. Employees with a work schedule of eleven (11) months will be paid by the hour.

5.1.4. Work Schedule – Ten-Month Positions

The annual work schedule of a full-time employee designated as having ten (10) months of service will have a minimum of 1,616 paid-status hours. This includes, but is not limited to, vacation, holidays, and Board-granted days off. Employees with a work schedule of ten (10) months will be paid by the hour.

5.1.5. Work Schedule – Nine-Month Positions

The annual work schedule of a full-time employee designated as having nine (9) months of service will have a minimum of 1,400 paid-status hours. This includes, but is not limited to, vacation, holidays and Board-granted days off. These days will be scheduled during the academic calendar year. Employees with a work schedule of nine (9) months will be paid by the hour.

5.1.5.1. Less Than Full-Time Nine-Month Positions

Nine-month employees with a work day of less than eight (8) hours may be scheduled such that their minimum paid-status hours fall within the 164 instructional days.

5.1.5.2. Cafeteria and Children's Center Full-Time Employees

A full-time employee assigned to the Cafeteria or Children's Center may have their work days extended into the month of June to ensure they receive the minimum number of paid-status hours and that they are working during periods when the Cafeteria and/or Children's Center are operating.

5.1.5.3. Cafeteria Employees – School Vacations, Final Exam Week and Semester Breaks

Cafeterias normally operate on a reduced schedule during school

vacations, final exam week and semester breaks. During these periods, food service employees shall be scheduled as needed and the work schedule adjusted accordingly. Seniority shall be given equal consideration in such scheduling.

5.1.5.4 Cafeteria Employees – Summer Session

When the District decides to operate a cafeteria during the summer session, the positions to be filled, as determined by the District manager or supervisor directly responsible for the affected cafeteria, will be posted for five (5) working days not later than May 1 immediately preceding the summer session involved. Regular employees wishing to work during the summer may request, in writing, to fill one of the posted positions. Such assignments will be made on a seniority basis provided the employee meets the minimum qualifications for the position requested. If the summer session assignment is in a job classification lower than their regular work schedule assignment, the employee will be paid at the lower job classification range and at the step closest to their regular base pay without exceeding it. For work performed at a higher classification than the assigned job classification during the summer session for more than five (5) working days within a fifteen (15) day period the employee shall be paid at the higher classification rate for the entire period of out of classification work.

5.2 **Work Week**

The work week for all classified employees shall be from 6:00 a.m. Saturday through 5:59 a.m. the following Saturday.

5.2.1 Work Week

The work week for a regular full-time employee shall consist of five consecutive work days of eight hours each (forty (40) hours within any seven-day period) within the designated work year.

5.2.2 Work Week Schedule – Consecutive Work Days

During the term of this agreement, the District will not advertise full-time positions with a work week of five days that are not consecutive days.

5.2.3 Work Week Limitation

During the term of this agreement, the District will not change the work week of a full-time employee in a manner that would result in a work week of five non-consecutive work days.

5.3 **Work Day**

The length of any employee work day shall be established by the District in compliance with law for each employee relative to the needs of the District.

5.3.1 Reductions to Permanent Work Assignment

Reducing the permanent assignment of any employee shall be subject to the

provisions of the California Education Code regarding the layoff of classified employees and shall be subject to meeting and negotiating with LRCEA on the effects of the layoff.

5.4 **Work Schedule Changes *[moved from 5.8]***

The District retains the right to establish or change work schedules or hours of work consistent with state and federal statutes and this Agreement. Any such change shall not be made for arbitrary or capricious reasons. (If applicable, see section 9.6, Shift Differential; section 14.5, Administrative Transfers.)

5.4.1 **Notice of Work Schedule Change**

Permanent changes to the annual work schedule, work week, and/or work day of an employee shall be given in writing to the employee at least fifteen (15) work days before the change is effective.

5.5 **Rest Periods**

Appropriate times for rest periods for employees shall be arranged by the immediate supervisor. All employees shall be granted 15 minute rest periods as follows (per the California Division of Labor Standards Enforcement code):

Hours of Work	Rest Breaks
0 - less than 3.5	0
3.5 – less than 6.0	1
6.0 – less than 10.0	2
10.0 – less than 14.0	3

5.5.1 **Taking Rest Periods**

Employees shall be allowed to take their rest periods and meal periods as regularly scheduled. Employees not wishing to take rest periods will observe lunch periods as scheduled and work their regularly assigned schedule, except in extraordinary circumstances as determined by the immediate supervisor. Rest periods may not be used to extend an employee's lunch period nor may they be used to adjust the starting or ending time of an employee's workday.

5.6 **Lunch Periods**

A regular full-time employee shall be granted an unpaid lunch period of not less than thirty (30) minutes nor more than sixty (60) minutes in the approximate middle of each shift.

5.6.1 ***Police Communication Dispatchers – On-Duty Meal Period***

All Police Communication Dispatchers covered by this contract may have their lunch period included within their assigned shifts with the approval of the administrative officer (or designee). Police Communication Dispatchers who obtain such permission shall not be guaranteed a duty-free lunch period, and the on-duty meal period will be recorded as time worked. Police Communication Dispatchers may revoke their agreement in writing at any time.

5.7 **Academic Calendar**

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

5.8 Alternate Summer Work Schedule

If the District decides to offer an alternate summer work schedule for employees covered by this Agreement, the District and LRCEA agree to meet and negotiate over the terms and conditions of the alternate summer work schedule by approximately May 1 prior to the alternate summer work schedule.

Article 6: Overtime

6.1 Non-Exempt Employees

The District shall follow the non-exempt guidelines of the Fair Labor Standards Act (FLSA) for the job classifications which are included in the LRCEA unit.

6.1.1 Non-Exempt – Salary Schedule

Non-exempt positions shall be paid from the LRCEA Salary Schedule.

6.2 Non-Exempt Overtime Criteria

The following are the criteria for overtime for non-exempt employees:

6.2.1 Full-Time Non-Exempt Employee – Overtime

For a non-exempt employee with an assigned forty (40) hour work week, work performed in excess of eight (8) hours in one day or forty (40) hours in a week shall be classified as overtime when approved in advance by the immediate supervisor or administrator.

6.2.2 Part-Time Non-Exempt Employee – Overtime

For a part-time regular non-exempt employee having an average work day of four (4) hours or more, any work required to be performed on the sixth or seventh day shall be compensated at the overtime rate. For a part-time regular non-exempt employee having an average work day of less than four (4) hours, any work required to be performed on the seventh day of the work week shall be compensated at the overtime rate.

6.3 Non-Exempt Employee – Overtime Compensation Rate

Non-exempt employees working authorized overtime shall be paid at the rate of one and one-half (1½) times the employee's straight-time rate. Straight-time rate is the hourly rate per the LRCEA Salary Schedule, considering the employee's step and range placement.

6.3.1 Effect of Paid Leaves on Overtime

For the purpose of computing the number of overtime hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation or other paid leave of absence shall be considered as time worked by the employee.

6.3.2 Compensatory Time Off

By mutual agreement between the employee and their immediate supervisor, the employee may have compensatory time off at time and one-half (1½) in lieu of paid wages. Any compensatory time provided must be taken within three (3) calendar months following the month in which the overtime was worked. If such compensatory time off is not taken within the three (3) month period, the employee shall be paid for the overtime work.

6.3.2.1 Record of Compensatory Time

Compensatory time earned and used shall be recorded on the Compensatory Time Off Timesheet described in Appendix C of this Agreement.

6.3.3 Call-In on Regular Workday

When an employee is required by the District to come to work prior to the start of their regular shift, or to remain at work to work after the end of their regular shift, and such notice is given to the employee on the same day as the additional time is to be worked, the District shall pay the employee at the overtime rate for the hours as follows:

6.3.3.1 Additional Time – Up to Two (2) Hours

If the additional time is for up to two (2) hours, a minimum of two (2) hours overtime shall be paid.

6.3.3.2 Additional Time – More Than Two (2) Hours up to Four (4) Hours

If the additional time is between two (2) hours and four (4) hours, a minimum of (4) four hours overtime shall be paid.

6.3.3.3 Additional Time – More Than Four (4) Hours up to Six (6) Hours

If the additional time is more than four (4) hours but less than six (6) hours, a minimum of six (6) hours overtime shall be paid.

6.3.3.4 Additional Time – More Than Six (6) Hours up to Eight (8) Hours

If the additional time is more than six (6) hours but less than eight (8) hours, eight (8) hours of overtime shall be paid.

6.3.3.5 Additional Time – More Than Eight (8) Hours

If the additional time is for more than eight (8) hours, the hours in excess of eight (8) additional hours shall be paid at double the hourly rate of the employee.

6.3.4 Emergency Call Back Pay

An employee called back after the close of their regular shift will receive pay at the overtime rate of time and one-half (1½) if such call back does not immediately precede or follow their regular shift. The overtime pay shall commence upon departure to the call back site. All call backs are compensated based upon a direct portal-to-portal route. An employee who is called back but is not required to report to a call back site shall be compensated at the overtime rate of time and one-half (1½) for only the time actually worked.

6.4 **Non-Exempt Employee – Overtime during Holidays and Board-Granted Days Off**

When a non-exempt regular employee works during a holiday or Board-granted day off, the employee shall receive:

6.4.1 Holiday Overtime Rate

Pay or compensatory time off at the rate of two (2) times their regular rate of compensation for the day if required to work less than eight hours, and normal holiday pay [e.g. if regular, full-time employee is required to work eight hours on a holiday, then their compensation in addition to the holiday pay would be sixteen (16) hours (2 x 8) at their straight time rate of pay.]

6.4.2 Effect of Working Both Holiday and In-Lieu Of Day
When an employee is requested to work both a holiday or Board-granted day off and an in-lieu-of-day, the employee will be paid at the holiday rate for each such day.

6.4.3 Effect If On Paid Leave of Absence
If an employee is absent from work because of sick leave, vacation, or other paid leave of absence which also occurs during a scheduled holiday or Board-granted holiday period, the holiday shall be considered as time worked. The employee shall not be charged for any other paid leave of absence.

6.5 **Assignment of Overtime**

6.5.1 Assignment of Voluntary Overtime
When an overtime opportunity exists as determined by the District, the assignment will be offered to employees in the required job classification on a rotational basis. A listing of employees in order of Board hire date in this job classification will be established with the earliest Board hire date listed first. The employee at the top of the list will be offered the overtime assignment first. Should the employee either accept or reject the assignment, his/her name will rotate to the bottom of the list.

6.5.2 Assignment of Involuntary Overtime
In the event that sufficient employees do not accept overtime on a voluntary basis, the unit supervisor shall require personnel to work overtime as needed. All other things being equal inverse seniority shall be the consideration in the assignment of required overtime.

Article 7: Leaves With Pay

7.1 Sick Leave – Personal Illness

A regular classified employee shall be entitled to sick leave in accordance with the following provisions:

7.1.1 Accrual

A regular full-time classified employee earns one (1) day of sick leave for each full month of completed service (75% or more of the work days in paid status in a calendar month). Regular part-time employees earn sick leave in proportion to the ratio their total work week hours bear to a 40-hour week. (Example: Part-time employee working 20 hours per week, 12 months a year, earns 48 hours or six days a year.)

7.1.2 Use of Accrued Sick Leave

Earned or advanced sick leave will be allowed when an employee is unable to work because of illness, pregnancy, or injury. 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.

7.1.2.1 Advance of Sick Leave When Accrued Sick Leave is Exhausted

An employee with more than six (6) months 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. An employee with six (6) or less months of service will be advanced the remainder of six (6) days of earnable sick leave.

7.1.2.2 Reimbursement of Sick Leave Advance Upon Termination

An employee who at time of termination has taken more sick leave than he or she has accrued shall reimburse the District for the value of the difference.

7.1.2.3 Use of Sick Leave During Extra Assignment

When an employee with a regular annual work schedule of less than twelve (12) months works extra hours during a period that is not part of their regular annual work schedule, such as in the case of summer session, the employee is eligible to use their accrued sick leave during that extra assignment.

7.1.3 Regular Advance Notice Required

Unless otherwise allowed in this Agreement, if an employee is absent from work due to illness, the employee must notify their immediate supervisor/designee on a daily basis of their absence prior to the start of the employee's work shift and in accordance with the following:

7.1.3.1 Day Shift Notice

For an employee who regularly works on the day work shift, the notice from the employee who is going to be absent must be given to

the immediate supervisor/designee between 7:00 am and 8:30 am, except when the employee's work shift begins earlier than 7:00 am, then that employee who is going to be absent shall give the notice at least one hour prior to their scheduled starting time for work or as soon as the employee is aware that he or she will not be able to come to work. The employee's immediate supervisor will provide the employee with the appropriate telephone number(s) for giving such notice.

7.1.3.2 Evening and Night Shift Notice

For an employee who regularly works on the evening or night work shift, the notice from the employee who is going to be absent must be given to the immediate supervisor/designee one (1) hour before the start of the employee's regular work shift or as soon as the employee is aware he or she will not be able to come to work. The employee's immediate supervisor will provide the employee with the appropriate telephone number(s) for giving such notice.

7.1.3.3 Regular Advance Notice / Police Communication Dispatchers

For Police Communication Dispatchers, the notice from the employee who is going to be absent must be given to the immediate supervisor/designee two (2) hours before the start of the employee's regular work shift or as soon as the employee is aware that he or she will not be able to come to work. The employee's immediate supervisor will provide the employee with the appropriate telephone number(s) for giving such notice.

7.1.4 Optional Methods of Notifying Supervisors

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

7.1.4.1 Extenuating Circumstances

If, due to the nature of the illness, it is impossible or impractical for the employee to provide advance notice of the illness and/or a physician's statement regarding the illness, the employee will notify their immediate supervisor/designee of the situation when medically able to do so, and the employee will keep their immediate supervisor/designee advised of the situation until such time as a physician's statement is delivered to the immediate supervisor/designee. The immediate supervisor shall 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 for inclusion in the employee's file.

7.1.5 Physician's Statement

Whenever a physician's statement is required for proof of absence, the following shall apply:

7.1.5.1 Definition of Physician
A physician is any person licensed as a physician or designee, 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.

7.1.5.2 Physician's Statement for Absences of Ten (10) or More Days
An employee must provide a physician's statement to justify a sick leave of ten (10) days or longer.

7.1.5.3 Physician's Statement for Any Illness Absence
At the option of the District, a physician's statement may be required for any illness; however, such requirement shall not be made for arbitrary and capricious reasons.

7.1.5.4 Returning to Work – Physician's Statement
The District may require a physician's statement to verify any illness to ensure that an employee is able to resume the duties of their position before allowing the employee to return to work.

7.1.5.5 Content of Physician's Statement
A physician's statement shall include: the beginning date and anticipated ending date of the illness; a statement that, in the physician's opinion, the employee is unable to work; and, when applicable, any restrictions or limitations upon the employee's return to work. The employee shall provide a copy of the physician's statement, without the diagnosis, to the immediate supervisor.

7.1.5.5.1 When the time off falls under Section 7.6, Entitlement to Other Sick Leave or Section 7.22, Catastrophic Leave, the physician's statement must include a diagnosis (medical condition) and shall be provided directly to the Employee Benefits Department to ensure confidentiality.

7.1.6 Pay for Absences Chargeable to Sick Leave
The employee's pay for any day of absence chargeable to sick leave shall be at the straight-time rate of pay the employee would have received if he or she had worked during the workday.

7.2 **Use of Accrued Sick Leave for Maternity/Paternity, Birth of Child**

An employee may use her accrued sick leave for illness or injury resulting from pregnancy, miscarriage, childbirth, and recovery there from. The employee shall submit a physician's statement to her immediate supervisor/designee in such cases.

7.2.1 Caring for Newborn Child
An employee may use up to thirty (30) days of their accrued sick leave in the first year of birth for absences to care for their newborn child, less any days previously used for Personal Necessity (Ed. Code §88207.5). Whenever possible, the employee shall provide advance notice for use of this leave. When advance

notice is not possible, the employee will notify their supervisor within twenty-four (24) hours of the commencement of the leave.

7.2.2 Adoption of a Child

An employee who is adopting a child may use up to thirty (30) days of their accrued sick leave within the first year of legally adopting the child, less any days previously used for Personal Necessity for the purpose of caring for the needs of the newly adopted child (Ed. Code §88207.5). Whenever possible, the employee shall provide advance notice for use of this leave. When advance notice is not possible, the employee will notify their supervisor within twenty-four (24) hours of the commencement of the leave.

7.2.3 Parental Leave

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 their 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 7.2.1.

7.2.3.1 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)).

7.2.4 Birth of a Child or Adoption of a Child

One day of absence with pay will be granted to an employee at the birth of their child or at the time of the 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 7.2, 7.2.1, 7.2.2 and 7.2.3 above.

7.2.5 Compliance with Law – Family Care Leaves

The District shall comply with all applicable state and federal laws pertaining to family care leaves.

7.2.6 Children's School Activities

The District shall comply with any federal or state law requiring an employer to grant time off to participate in a child's school activities. Current state law provides that parents may take up to forty (40) hours per year, but not more than eight (8) hours per month, to participate in their children's school activities. An employee may take either unpaid leave, vacation, or compensatory time off. An employee may use personal business or personal necessity, as appropriate.

7.3 **Use of Accrued Sick Leave for Personal Necessity**

An employee may use up to seven (7) days of their accrued sick leave during a fiscal year for the following personal necessity reasons, including but not limited to:

- a) Death of immediate family members when leave beyond that allowed under bereavement leave provided by this Agreement is required;

- b) Accident involving the person or property of the employee or the person or property of an immediate family member;
- c) Appearance in court when the employee is required to appear as a litigant or witness;
- d) Religious observances of an employee's faith;
- e) Serious illness of a member of the employee's immediate family;
- f) Imminent danger to the home of the employee such as danger resulting from flood, fire, or earthquake or of such a serious nature that the employee could not reasonably be expected to disregard it;
- g) Inability of the employee to get to their work location because of transportation failure or prohibitive weather;
- h) Medical and dental appointments of the employee's dependents that cannot be reasonably scheduled at times other than the employee's working hours;
- i) Attendance at the funeral of a close friend, a co-worker, or a relative that does not meet the definition of immediate family in Section 7.11.1.
- j) If an employee or their immediate family member is subject to an immigration action that impacts their stay in the United States, the employee may attend to related immigration or citizenship matters. Immigration actions include, but are not limited to revocation or cancellation of DACA, temporary protected status, or the denial or cancellation of asylum.

7.3.1 Regular part-time employees earn a proportionate share of Personal Necessity leave which shall be determined by calculating a percentage of the number of hours worked part-time as it relates to a 40 hours per week, 12 months per year position. (Example: A regular employee working 30 hours per week, 10 months per year (.625 FTE), earns 35 hours per year.)

7.3.2 *Use of Personal Necessity During Extra Assignment*

When an employee with a regular annual work schedule of less than twelve (12) months works extra hours during a period that is not part of their regular annual work schedule, such as in the case of summer session, the employee is eligible to use personal necessity leave during that extra assignment.

7.4 **Definition of Immediate Family**

The immediate family of an employee is defined as: mother, father, grandparent or grandchild of the employee or of the employee's spouse or domestic partner; step-mother, step-father, spouse, domestic partner, son, mother-in-law, father-in-law, son-in-law, step-son, daughter, daughter-in-law, step-daughter; brother, brother-in-law, sister, sister-in-law, aunt or uncle of the employee; child of a domestic partner, sibling of a domestic partner; wife or husband of a domestic partner's child; or any person living in the immediate household of the employee.

7.5 Transfer of Paid Sick Leave

Pursuant to Education Code Section 88202, a regular employee 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. The employee must initiate the transfer of illness absence leave credit and the transfer must be accomplished within one (1) year of the termination of their former employment. However, in any case where an employee was terminated as a result of action initiated by the employer for cause, such a transfer may be made if agreed to by the Board of Trustees. their

7.6 Entitlement to Other Sick Leave (Five Month Law)

Every regular classified employee shall once a year be credited with a total of one hundred (100) days of Other Sick Leave including the sick leave provided in Education Code Section 88191. Each day of Other Sick Leave shall be compensated at the rate of fifty percent (50%) of the employee's regular salary.

7.6.1 Use of Other Sick Leave (Five-Month Law)

The paid sick leave provided for 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 Sections 88191 and 88192. Allowable Other Sick Leave shall not be accumulative under this section from year to year, nor shall an employee be credited with more than one 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-month law requires submission of a physician's statement (see Section 7.1.5).

7.6.2 Use of Other Sick Leave During Extra Assignment

When an employee with a regular annual work schedule of less than twelve (12) months works extra hours during a period that is not part of their regular annual work schedule, such as in the case of summer session, the employee is eligible to use Other Sick Leave during that extra assignment.

7.7 Use of Vacation for Illness Absence

Whenever an employee uses all of their allowable sick leave, including Five-Month Law leave, if applicable, further absence will be charged against their accrued vacation. If approved in advance by the campus Vice President of Administration or District Administrative Officer, the employee may take loss of pay for such absences rather than vacation.

7.8 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 classified employee 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.

7.8.1 Allowable Days of Compensated Absence

All regular employees 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.

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

7.8.1.2 Modified work schedules may be provided for employees 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.

7.8.2 Availability During Industrial Accident Leave

If the employee will be unavailable at their 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 employee can be reached.

7.8.3 Reporting Industrial Accident

Employees are expected to exercise due care in performing their duties and to report all hazardous conditions to their immediate supervisor. Should an employee sustain an industrial accident on the job, the employee shall notify their 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 employee is unable to report the accident, their family member or designated person should notify the employee's supervisor.

7.8.3.1 Employees have a right to receive medical care at any of the District's designated occupational medical facilities. The employee may predesignate their own personal physician by filing a "Predesignation of Personal Physician" form prior to any industrial accident. If an employee 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 employee designates a physician.

7.8.4 Eligibility for Industrial Accident Leave

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

- 7.8.4.1 The employee has reported the industrial accident to the appropriate supervisor as soon as possible after the employee became aware of the injury; and
- 7.8.4.2 Medical treatment has been provided by either the employee's predesignated personal physician or a designated facility, and a medical verification report physician's statement (see Section 7.1.5.1) has been filed with the District Employee Benefits Office; and
- 7.8.4.3 The industrial accident is verified to be work-related.

7.8.5 Use of Earned Illness Leave

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

- 7.8.5.1 If the employee is receiving a compensation award, he or she shall be entitled to use only as much of their accrued sick leave or vacation as, when added to the compensation award, will provide for a full day's pay.

7.8.6 Indemnity Checks

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

7.8.7 Employee Status During Industrial Accident Leave

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

7.8.8 Physician's Determination Regarding Employee's Health

Employees 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 7.1.5.1 for definition of physician). The attending physician's determination will be subject to the Workers' Compensation Law.

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

- 7.8.8.2 With the limited duty program, the work assignments shall match the abilities and skills of the employees with the limitations and restrictions prescribed by the physician.

7.8.9 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 employee can perform the essential functions of their job with or without reasonable accommodations. Employees should inform their supervisors of the need for reasonable accommodations.

7.8.10 Reemployment List

If, at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to assume the duties of their position, the employee shall be placed on a reemployment list for a period of thirty-nine (39) months. If at any time during the thirty-nine (39) months the employee is able to assume the duties of the former position, the employee shall be reemployed in the first vacancy in the classification of their previous assignment. Their 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 their proper seniority. If the employee refuses the offer of reemployment, he or she shall be removed from the reemployment list and shall have no further rights of reemployment accorded an employee on the 39-month reemployment list.

7.9 **Short-Term Military Leave**

A regular employee whose District service and recent military service total one (1) full year may be granted a short-term leave for a 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.

7.9.1 Restriction on Use of Short-Term Military Leave During Extra Assignment

When an employee with a regular annual work schedule of less than twelve (12) months works extra hours during a period that is not part of their regular annual work schedule, such as in the case of summer session, the employee is not eligible for short-term military leave during that extra assignment.

7.9.2 Call to Active Duty

When an employee is temporarily called to active military duty or for the purpose of attending military field training exercises, he or she shall be entitled to be paid the difference in their regular salary and their military duty pay for the first thirty (30) calendar days of absence for the work days he or she is absent from the District providing the military duty occurs during a period in which the employee is in paid status during their regular annual work schedule.

7.9.3 Qualification for Benefit

In order for an employee to qualify for the benefits provided in Section 7.9.2 of this Agreement, he or she must forward a written request for the military leave accompanied by a copy of the field order to the site administrative officer for forwarding to District Human Resources prior to reporting for training or duty. In order to receive the difference in pay, the employee must submit a copy of their military pay stub to the Employee Benefits Department.

7.10 **Jury Duty**

An employee who is called for jury duty shall be granted the necessary time off with pay to fulfill this obligation.

7.10.1 Use of Jury Duty Leave During Extra Assignment

When an employee with a regular annual work schedule of less than twelve (12) months works extra hours during a period that is not part of their regular annual work schedule, such as in the case of summer session, the employee is eligible for jury duty leave during that extra assignment.

7.10.2 Pay During Jury Duty Leave

A regular employee serving as a member of a jury will receive full pay from the District provided the person submits proof of jury service and remits to the District all compensation received for such jury duty, exclusive of mileage, meals and/or parking expenses.

7.10.3 Adjustment of Work Schedule During Jury Duty Leave

For purposes of this section only, when an employee is required to report for jury duty the employee's normal work schedule will be adjusted to reflect that the employee's work hours fall within the hours of 8:00 am to 5:00 pm. If an employee is released from jury duty prior to having completed the regular number of hours of their work assignment for that day, the employee is expected to return to work and complete their work hours for that day within the hours of 8:00 am to 5:00 pm. The employee is expected to return to work whenever it is not necessary to be absent the entire day, providing the return does not create unreasonable expectations of the employee.

7.11 **Bereavement Leave**

Every regular employee shall be granted necessary leave with pay, not to exceed three (3) days or five (5) days if out-of-state travel is required, in the event of the death of any member of the employee's immediate family. One additional day may be taken for in-state travel in excess of three hundred fifty (350) miles one way from Sacramento. The employee will record the destination, name of the deceased, and the relationship to the employee on the employee's absence report.

7.11.1 Immediate Family for Bereavement Leave

In addition to immediate family members as defined in Section 7.4, nieces and nephews of the employee will be considered members of immediate family for bereavement leave only.

7.11.2 Use of Bereavement Leave During Extra Assignment

When an employee with a regular annual work schedule of less than twelve (12) months works extra hours during a period that is not part of their regular annual work schedule, the employee is eligible to use bereavement leave during that extra assignment.

7.12 **Required Court Appearance**

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

7.12.1 *Use of Court Appearance Leave During Extra Assignment*
When an employee with a regular annual work schedule of less than twelve (12) months works extra hours during a period that is not part of their regular annual work schedule, the employee is eligible for court appearance leave during that extra assignment.

7.12.2 *Absence Report Documentation*
A copy of the subpoena or notice to appear must be attached to the Report of Absence form submitted by the employee.

7.12.3 *Return to Work*
The employee is expected to return to work whenever it is not necessary for the employee to be absent the entire workday, providing the return does not create unreasonable expectations of the employee.

7.13 **Personal Business**

Each regular employee may be granted the necessary time off from work, with pay, not to exceed two (2) work days per fiscal year (16 hours or pro-rata for employees with less than a full time (1.00 FTE) assignment) to resolve business-type matters which require attention during work hours and which are the responsibility and rightful concern of the individual. Unused personal business days do not accrue or carryover from one year to the next. Regular part-time employees earn a proportionate share of Personal Business leave which shall be determined by calculating a percentage of the number of hours worked part-time as it relates to a 40 hours per week, 12 months per year position. (Example: A regular employee working 30 hours per week, 10 months per year (0.625 FTE), earns 10 hours per year.)

7.13.1 *Reasons for Use of Personal Business Leave*
Personal business leave is to be used for activities that the employee could not reasonably be expected to accomplish during non-duty times. Financial or legal appointments are appropriate uses of personal business leave. Vacation and/or recreational activities and related travel are not appropriate uses of personal business leave.

7.13.2 *Minimum Personal Business Leave Use*
The minimum reportable personal business leave amount is one (1) hour.

7.13.3 *Approval Process for Personal Business Leave*
All requests for personal business leave must be approved in advance by the employee's immediate supervisor, except in extenuating circumstances. The immediate supervisor may require the employee to provide the general reason for the use of personal business leave but may not require the employee to provide specific details. For example, the immediate supervisor has the right to ask the category for which the personal business leave will be used (legal appointment), but not the specific reason (legal appointment for making out last will and testament).

7.13.4 *Restriction on Use of Personal Business During Extra Assignment*
When an employee with a regular annual work schedule of less than twelve (12) months works extra hours during a period that is not part of their regular annual work schedule, such as in the case of summer session, the employee is

not eligible to use personal business leave during that extra assignment.

7.14 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 employee's immediate family as defined in Section 7.4. A statement by the physician verifying the illness or accident is life threatening and the need for the employee to be present with the immediate family member shall be attached to the employee's Report of Absence form when submitted to their immediate supervisor. To qualify for critical illness leave, the situation must be or relate to an illness or condition involving the danger of death.

7.14.1 Use of Critical Illness Leave During Extra Assignment

When an employee with a regular annual work schedule of less than twelve (12) months works extra hours during a period that is not part of their regular annual work schedule, such as in the case of summer session, the employee is eligible to use critical illness leave during that extra assignment.

7.15 Quarantine

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

7.15.1 Physician Statement Required

A statement from a qualified physician and/or public health official regarding the quarantine restriction shall be required in all cases. This statement shall be attached to the Report of Absence form submitted by the employee to their immediate supervisor.

7.15.2 Use of Quarantine Leave During Extra Assignment

When an employee with a regular annual work schedule of less than twelve (12) months works extra hours during a period that is not part of their regular annual work schedule, such as in the case of summer session, the employee is eligible for Quarantine Leave during that extra assignment.

7.16 Vacation

Each regular employee shall accrue vacation in accordance with the following:

7.16.1 Accrual with Less Than Five (5) Years of Service

Full-time classified employees with less than five (5) full years of employment earn vacation days at the rate of 1.25 working days per month or fifteen (15) working days each fiscal year.

7.16.2 Accrual After Five (5) Years of Service

Upon completion of five (5) full years of employment and continuing thereafter, all full-time regular classified employees will earn vacation allowance of 1.50 working days per month or eighteen (18) working days per fiscal year.

7.16.3 Accrual After Ten (10) Years of Service

Upon completion of ten (10) full years of employment and continuing thereafter,

all full-time regular classified employees will earn vacation allowance of 1.75 working days per month or twenty-one (21) working days per fiscal year.

7.16.4 Accrual for Part-Time Employees

Less than full-time regular employees earn a proportionate amount of vacation days in accordance with time served.

7.16.5 Vested Accrual of Vacation

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

7.16.6 Eligibility for Use of Vacation

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

7.16.7 Pay for Earned Vacation

Employees earn vacation pay at the range and step of straight-time pay for the position to which the employee is regularly assigned at the time the vacation is commenced.

7.16.7.1 Restriction on Use of Vacation Leave During Extra Assignment

When an employee with a regular annual work schedule of less than twelve (12) months works extra hours during a period that is not part of their regular annual work schedule, such as in the case of summer session, the employee is not eligible for vacation leave during that extra assignment.

7.16.7.2 Options for Less than Twelve-Month Employees

An employee with a nine-, ten-, or eleven-month regular annual work schedule may select one of the following options regarding vacation pay:

- a) Lump-sum payment for the vacation accrued but not used during the fiscal year which will be paid in the next regular payroll following the issuance of the employee's last regular pay warrant for their regular annual work schedule. Payment for accrued vacation will be paid in the next regularly scheduled District payroll; or,
- b) Taking the accrued vacation time off work during their regular annual work schedule or carried over to a maximum of forty-five (45) days.

The selection of whether to be lump-sum paid or take earned vacation shall be made prior to July 1 of the fiscal year in which the pay or vacation time will be applied. Such selection shall be made by the employee on the form for such purpose provided by the District.

7.16.7.3 Payment for Accrued Vacation Upon Separation from Service

Upon separation from service after six (6) months of employment or more, the employee shall be entitled to lump-sum compensation for all earned and unused vacation. Employees who separate from service at the age of fifty-five (55) or older will have their earned and unused vacation paid into a Special Pay Plan as an employer contribution to a 403(b). Employees may withdraw these funds from the 403(b) plan immediately without incurring excise tax penalties. If payment to the Special Pay Plan exceeds the maximum annual limit, the employee shall be entitled to lump-sum compensation for the remaining balance.

7.16.8 Scheduling Vacations

Vacation requests will be approved or denied based on the District's needs. Employees should always provide as much advance notice of a planned vacation as possible, with an understanding that work schedules must be coordinated to ensure that the business needs of the District are met. If the vacation requests of two (2) or more employees that report to the same immediate supervisor are in conflict, and all other considerations are equal, the employee with the most seniority in the job classification will be given preference.

7.16.8.1 Submission of Vacation Request

Vacations must be approved in advance by the employee's immediate supervisor.

Employees who desire to take a vacation of five or more consecutive days shall submit vacation requests to their immediate supervisor in writing thirty (30) calendar days prior to the proposed start date of the vacation request; if a response is not provided in writing within ten (10) working days of receipt, the request shall be granted.

All other vacation requests will be given consideration.

7.16.8.1.1 The immediate supervisor of an employee who has not submitted a vacation schedule request and who may exceed the maximum accrual limit in 7.16.8.3 will meet with the employee to establish a vacation schedule to be in compliance with the accrual limit.

7.16.8.2 Minimum Vacation Leave Use

The minimum reportable vacation leave is one (1) hour.

7.16.8.3 Vacation Accrual Limit

A full-time employee may accrue up to three hundred eighty (380) hours [forty-seven and a half (47.5) days] of unused vacation days as of September 1 of each fiscal year. The District will annually provide written notification by March 31 to employees of their vacation balances. If an approved written request for use of accrued vacation days is subsequently denied and the days cannot be rescheduled during the remainder of the year, the employee will

be allowed to carry the requested amount as excess to the above stated amounts into the following year.

7.16.8.3.1 *Vacation Accrual Limit for Part-Time Employees*
Regular part-time employees may accrue unused vacation days in proportion to the ratio of their total work hours bear to a 40-hour work week. [Example: Part-time employees working twenty (20) hours per week with a 9-, 10-, 11-, or 12-month work year may accrue a maximum of one hundred eighty (180) hours of unused vacation days as of September 1 of each fiscal year.]

7.16.9 *Effect of Holidays*
Regularly observed legal holidays and Board-granted days off occurring during a vacation period shall not be construed as part of vacation allowance.

7.16.10 *Interruption of Vacation*
The District may allow permanent employees to interrupt or terminate vacation in order to begin another type of paid leave without a return to active service, provided the employee supplies adequate notice or related supporting information to their immediate supervisor regarding the basis of such interruption or termination of the vacation leave.

7.17 **Holidays**

All regular employees 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, including nine-, ten-, and eleven-month employees working in extensions of their regular assignments and positions during the summer. An employee whose effective date of employment falls immediately after a holiday shall not be compensated for that holiday. An employee whose effective date of separation falls immediately before a holiday shall not be compensated for that holiday.

7.17.1 *Holidays Observed*
The following legal holidays will be observed: Independence Day; Labor Day; Admission Day (if colleges close on that day); Veteran's Day; Thanksgiving Day; Christmas Day; New Year's Day; King's Day; Lincoln's Day; Washington's Day; Memorial Day (Education Code Section 79020). Should employees be required to work on Admission Day, regular classified employees will receive an in-lieu-of holiday.

7.17.2 *Observation of Holiday on Alternate Dates*
Where it is permissible under the Education Code to observe a holiday on alternative dates, the District will meet with LRCEA to discuss such matters.

7.17.3 *Holiday on a Saturday or Sunday*
When a holiday falls on Saturday, it will be observed on the preceding Friday; if it falls on a Sunday, it will be observed on the following Monday.

7.18 **Board-Granted Days Off**

All regular employees shall be entitled to Board-granted days off with pay provided the days fall within their normal work year and they are in paid status during any portion of a working day immediately before or after the Board-granted day off. An employee whose effective date of employment falls immediately after a Board-granted day off shall not be compensated for that Board-granted day off. An employee whose effective date of separation falls immediately before a Board-granted day off shall not be compensated for that Board-granted day off.

7.18.1 Board-Granted Days Off Observed

The Board-granted days off to be observed will be Friday after Thanksgiving, Friday before Easter (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 seven (7) day winter break includes the two legal holidays that fall within this period and the in-lieu-of day for the Admission Day holiday. Nine-month employees whose work schedules may end prior to a working day immediately before or after the winter break will be entitled to the winter break legal holidays, the in-lieu-of day for the Admission Day holiday and the winter break Board-granted days off.

7.19 **LRCEA Conferences**

For a fiscal year, a maximum of ninety-six (96) hours is available to LRCEA officers or representatives. Up to eight (8) hours of release time shall be provided for each officer(s) and college representative of LRCEA (total 96 hours) to attend workshops and conferences related to association business.

7.19.1 Allocation of Conference Leave

This leave may be used by each officer and representative in minimum blocks of four (4) hours and up to eight (8) hours release time. The request for such leave must be made in advance in writing by the president of LRCEA to the Director of Human Resources and must be approved by the employee's immediate supervisor. Such leave will not be granted if it interferes with the efficient operation of the District. Approval of such leave shall not be withheld by the District for arbitrary or capricious reasons.

7.19.2 Purpose of Conference Leave

The ninety-six (96) hours provided each year during the term of this Agreement are intended to build a wider leadership base among LRCEA members. However, should the number of LRCEA officers or college representatives increase during the term of this Agreement, the maximum number of hours (96) shall remain the same.

7.19.3 Carryover Restriction

Any release time not used by fiscal year end (June 30) shall not carry over to the following year.

7.20 **Education Code Requirement for Proof of Leaves**

As provided in Article 6 of the Education Code entitled Resignations and Leaves of Absence, the District shall adopt rules and regulations requiring and prescribing the manner of documenting paid absences.

7.21 **Staff Development Leave**

A staff development leave program shall be available to LRCEA members upon funding of the prescribed number of leaves and pursuant to the following procedures.

7.21.1 Nature and Purpose

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

7.21.2 Staff Development Leave Committee

A joint committee comprised of members of LRCEA and District management representatives shall administer the Staff Development Leave program.

7.21.2.1 Composition of Committee

The committee will be comprised of five (5) LRCEA members, one from each work location as they are defined in this Agreement, appointed by LRCEA President and five (5) management representatives appointed by the Chancellor, one of whom will be the Associate Vice Chancellor of Human Resources.

7.21.2.2 Release Time for Committee Members

Committee members will be provided reasonable 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.

7.21.3 Number of Staff Development Leaves per Year

The maximum number of Staff Development Leaves that will be available each year is three (3) five month leaves or 1.25 FTE. If recommended applicants are requesting less than a five-month leave period, additional classified applicants may be provided the opportunity for a Staff Development Leave. In no event shall the maximum leave period for all recommended applicants exceed 1.25 FTE per year.

7.21.3.1 Eligibility

Staff Development Leaves shall be available to all eligible LRCEA unit members.

7.21.3.2 Carryover

Any Staff Development Leaves (FTE) which are not used or committed by the end of any contract year shall be carried over to the next fiscal year subject to Section 16.1.1 of this agreement, and pursuant to the Memorandum of Understanding by and between LRCEA and the District described in Appendix D attached hereto and incorporated by reference as part of this agreement.

7.21.4 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 their regular duties immediately after completion of the leave.

7.21.4.1 Penalty If Service Agreement Is Not Fulfilled

If the required employment/service or other terms of the service agreement are not fulfilled, the employee shall be required to repay the District the cost of salary and benefits, including health benefit premiums, which were provided to the employee during the period of the leave. If the employee completes a portion of the required service, a ratio shall be calculated based upon the amount of unserved time/service bears to the total required service period. Such ratio shall be applied to the total salary and benefit costs incurred by the District during the leave period and shall be owed to the District by the employee.

7.21.4.2 Serious Illness or Injury During Staff Development Leave

If the employee becomes seriously ill and cannot continue the activity, the Staff Development Leave will be converted to allowable sick leave at the commencement of the illness. The employee will not be required to repay the partial leave provided a verification of illness, signed by a physician, with dates and diagnosis is submitted to the Associate Vice Chancellor of Human Resources.

7.21.4.3 Impact of Death or Permanent Disability on Financial Obligation

The financial obligation shall not be required if death or permanent disability prevent fulfilling the work period required by the service agreement.

7.21.4.4 Written Agreement Required

The Board of Trustees of Los Rios Community College District finds that the interests of the District will be protected by the written agreement of the employee to fulfill the service requirement following the leave and waives the requirement that the employee furnish a suitable bond indemnifying the District against loss in the event that the employee fails to fulfill the service requirement following the leave.

7.21.5 Eligibility for Leave

Any employee who has a work assignment of at least seventy-five percent (75% FTE) of a full-time twelve (12) month assignment and has rendered service to the District for at least seven (7) consecutive years is eligible for a Staff Development Leave.

7.21.5.1 Full Release from Duty While on Staff Development Leave

The leave program is intended to fully release the employee from all regular assignments and responsibilities. A partial reduction in workload is not permitted.

7.21.5.2 Service Required Between Leaves Granted to the Same Employee
In addition, there must be seven (7) consecutive years of satisfactory service between leaves to one individual regardless of the length of the leave that was previously granted under these provisions (one (1) to five (5) months).

7.21.6 Duration and Period of Leave

A Staff Development Leave is available to an eligible LRCEA member for a period from one (1) to five (5) months at eighty-five percent (85%) of the employee's regular pay during the approved leave period that is scheduled during the employee's regularly assigned work schedule.

7.21.6.1 Minimum Staff Development Leave Allowed

Such leaves may be taken in one-quarter (1/4) or one (1) semester increments. The minimum approved leave is one (1) month.

7.21.7 Application Procedures

An application for a Staff Development Leave must receive the recommendation of the immediate supervisor and the appropriate administrator as well as the College President or the appropriate Vice Chancellor at the District Office.

7.21.7.1 Application Due Date

Applications for Staff Development Leaves must be submitted to the Associate Vice Chancellor of Human Resources on the Staff Development Leave form seven (7) months prior to the anticipated start of the requested leave to ensure consideration.

7.21.7.2 Purpose of Leave – Disclosure

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.

7.21.7.3 Program and Activity Description Required

An outline of the planned program containing a statement of purpose and objectives and a detailed description of the activities proposed should be stated. In addition, an appropriate method of evaluation and the employee's plans for sharing the results of the studies, projects, or activities must be described.

7.21.7.4 Coverage During Leave

The supervisor and 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.

7.21.7.5 Staff Development Leave Form

All portions of the Staff Development Leave form must be completed or the application will be disqualified.

7.21.7.6 Reimbursement of Enrollment Fees and Cost of Books if Enrolled at a Los Rios College

The employee may apply for reimbursement of enrollment fees and cost of books if enrolling in any of the District colleges or outreach centers pursuant to Section 16.2.

7.21.7.7 Reimbursement of Tuition – Non Los Rios College

The employee may apply for reimbursement of tuition fees if enrolling at an accredited college pursuant to Section 16.3.

7.21.8 Selection of Candidates

In order to be considered, applications must meet one (1) or more of the following qualifiers:

- a) Retraining of applicant to allow for future new assignment in a needed area as determined by District priorities;
- b) Studies, projects, or activities that provide the employee with opportunities to upgrade skills and knowledge for current or future assignments;
- c) Complete uninterrupted studies which will benefit the employee, the District, other employees and students;
- d) Other activities which will enhance the employee's knowledge and value to the District, other employees and to students.

7.21.8.1 Scoring Applications

Members of the Staff Development Leave Committee will score qualifying applications according to the following weighted criteria:

- a) A clear delineation of the activities to be pursued: 1-3 points
- b) The statement of purpose and objectives: 1-5 points
- c) The impact of the training or studies on the employee, the District, other employees and to students: 1-10 points
- d) The method of sharing the results of the activity with others, if appropriate: 1-2 points
- e) Neatness and completeness of application: 1-3 points

7.21.8.2 Ranking Applications

Rankings will be determined from the composite rankings of the Staff Development Leave committee members reviewing the

application. Applicants will be ranked by each reviewing committee member according to the highest number of points. The applicant with the highest points will be ranked number one (1), the next highest number two (2), etc. In the event there is a tie between applicants on the final ranking, the employee with the greatest seniority will be selected, provided all else is equal. Only the number of candidates allowed pursuant to Section 7.21.3 will be recommended to the Chancellor and the Board of Trustees, except that any unused leaves will be carried forward to the following academic year for use subject to Section 16.1.1.

7.21.8.2.1 *Composite Rating*

The composite rankings shall be computed by the Associate Vice Chancellor of Human Resources and individual committee member rankings shall remain confidential.

7.21.8.3 Appeal of Denial

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

7.21.9 Reporting Requirements

All employees who receive a Staff Development Leave under these provisions must prepare a report describing the activity and explaining how the experience has helped them achieve the goal and objective originally proposed in the request for leave. The report should also include a plan for sharing information with colleagues or students, if appropriate.

7.21.9.1 Transcripts and Documents Required

If the employee attended school/college during the leave, he or 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. A grade point average of less than 2.0 for all of the courses taken under provision of this leave program is subject to a seventy-five percent (75%) payback of the total salary and benefit costs, including health premium benefits, which were incurred by the District during the leave period and shall be owed to the District by the employee.

7.21.9.2 Submission of Report

The report must be submitted to the Associate Vice Chancellor of Human Resources within two (2) months after the employee returns to regular duties. Failure to submit a report and transcripts (if applicable) within the required time lines will result in the employee being required to repay all or a portion of the salary and benefits

paid during the period of leave.

7.21.9.3 Review of Report by Staff Development Leave Committee

The Staff Development Leave Committee will review the reports submitted by employees returning from a Staff Development Leave and shall recommend approval or disapproval of the report to the college president or vice chancellor. Upon approval, the report shall be transmitted to the Chancellor.

7.21.9.4 Recommendation of Staff Development Leave Committee Regarding the Report

If the Staff Development Leave Committee determines that the report fails to meet the requirements set forth in Section 7.21.9 above, the report will be returned to the employee for revision. The Staff Development Leave Committee will inform the employee in writing of the reasons for rejection of the report and what additional information is expected. The employee will be allowed twenty-five (25) working days to complete the report and resubmit it to the Associate Vice Chancellor of Human Resources.

7.21.9.5 Penalty for Failure to Complete Report

Failure to complete the report and resubmit and/or disapproval by the Staff Development Leave Committee of the final report is subject to a seventy-five percent (75%) payback of the total salary and benefit costs, including health premium benefits, incurred by the District during the leave period and shall be owed to the District by the employee.

7.21.10 Salary and Benefits During Staff Development Leave

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

7.21.10.1 Service Time During the Leave

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

7.21.10.2 Sick Leave Accrual During Leave

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

7.21.11 Retirement Service Credit During Leave

Employees shall receive eighty-five percent (85%) of their regular credit for

service credited with the Public Employees Retirement System (PERS). Employees may, however, arrange to make a contribution to PERS to ensure full service credit for the period of the leave as provided by PERS regulations.

7.22 **Catastrophic Illness or Injury Leave Program**

The purpose of the Catastrophic Illness or Injury Leave Program is to maintain a program where employees may donate eligible leave credits to a Catastrophic Illness or Injury Leave Bank that may be used by an eligible employee when that employee or a member of their immediate family suffers from a catastrophic illness or injury. The bank is a pool available to any eligible employee from a participating bargaining unit or employee group. For purposes of administering the program, the Catastrophic Illness or Injury Leave Program shall operate on a cycle of three (3) years. The first cycle of the program, during this contract, shall commence on July 1, 2021 and end on June 30, 2024. Unless otherwise agreed, the Catastrophic Illness or Injury Leave Program shall automatically renew for an additional three (3) year cycle upon the conclusion of a cycle.

7.22.1 Definitions

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

7.22.1.1 Catastrophic Illness or Injury

Catastrophic illness or injury means an illness or injury that is expected to incapacitate an employee from work for an extended period of time, or that incapacitates a member of the employee's immediate family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of their eligible sick leave, vacation, and other paid time off and is in less than full pay status. Catastrophic Leave may be utilized one time per diagnosis.

7.22.1.2 Eligible Employee

An eligible employee is a permanent employee of the District who is not receiving benefits under the District's Industrial Injury and Illness Program and who is not eligible for or receiving benefits from the District's Disability Income Protection Program. To receive benefits from the Catastrophic Illness or Injury Leave Program, an eligible employee must be vested in the Catastrophic Illness or Injury Leave Program, pursuant to Section 7.22.4.1, 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.

7.22.1.3 Immediate Family

The immediate family of an employee for the purposes of the Catastrophic Illness or Injury Leave Program is defined as: mother, father, son, daughter, step-son, step-daughter, grandparent or grandchild of the employee; spouse or domestic partner of the employee; son or daughter of the domestic partner of the employee; brother or sister of the employee; or legal dependent of the employee.

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

7.22.2 Catastrophic Illness or Injury Leave Bank

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

7.22.2.1 Donations

A permanent employee or a probationary employee who has completed six (6) months or more of service may donate accrued, unused vacation leave to the Catastrophic Illness or Injury Leave Bank. Donations must be in a minimum block of three (3) hours but not more than forty (40) hours per solicitation. A donation once made shall be irrevocable. Donations may only be made upon an official solicitation by the District.

7.22.2.2 Probationary Employee Restriction

A probationary employee who has completed six (6) months or more 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 their probationary period. In the event the probationary employee does not complete their probationary period, their vacation donation will be restored to the employee.

7.22.2.3 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.

7.22.2.4 Accounting for Donations

Donations shall be converted to a dollar amount based upon the donating employee's current rate of pay. The District shall maintain a separate accounting of the Catastrophic Illness or Injury Leave Bank.

7.22.3 Catastrophic Illness or Injury Committee

A Catastrophic Illness or Injury Committee shall be established to oversee the Catastrophic Illness or Injury Leave Program.

7.22.3.1 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.

7.22.3.2 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 the official meetings of the Committee.

7.22.3.3 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.

7.22.3.4 Committee Limitation

The Committee may not approve a Catastrophic Illness or Injury Leave that exceeds the available funding in the Catastrophic Leave or Injury Leave Bank.

7.22.4 Application for Catastrophic Illness or Injury Leave

An eligible employee who is vested in the Catastrophic Illness or Injury Leave Program and who has satisfactorily completed their probationary period may apply for Catastrophic Illness or Injury Leave by submitting an application for such leave to the Employee Benefits Department. 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.

7.22.4.1 Eligible Employee Vesting

An eligible employee must be vested in the Catastrophic Illness or Injury Leave Program prior to receiving a Catastrophic Illness or Injury Leave. To be vested, an eligible employee must have donated a minimum of three (3) accrued, unused vacation hours within each cycle, as defined in Section 7.22, of the Catastrophic Illness or Injury Leave Program. The employee must be vested in the cycle of the Catastrophic Illness or Injury Leave Program in which they apply for a Catastrophic Illness or Injury Leave.

7.22.4.2 Physician Statement Required

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

7.22.4.3 Length of Leave

The length of Catastrophic Illness or Injury Leave shall not exceed ninety (90) calendar days commencing from the first day that the employee is in less than full paid status.

7.22.4.4 Requirement to Exhaust All Eligible Paid Leaves

An eligible employee must have exhausted all eligible paid leaves, including accrued vacation and sick leave, and be in less than full pay status to qualify for a Catastrophic Illness or Injury Leave. Other Sick Leave (Five Month Law) and Catastrophic Illness or Injury Leave may be coordinated.

Article 8: Leaves Without Pay

8.1 Application for Leaves Without Pay

An employee will need to submit a request for leave without pay along with supporting reasons and/or documents to the administrative officer (Vice President of Administration or appropriate Vice Chancellor) at least two (2) weeks prior to the requested starting date of the leave except in cases of emergency. Two (2) weeks prior to the effective ending date of leave (as originally requested) the employee must notify the administrative officer of their intent to return to work (or request an extension of the leave).

8.1.1 Salary and Benefits During Leave Without Pay

An employee on leave without pay earns no benefits, except where expressly mandated by law, including time toward seniority standing. To earn a service increment, a regular employee must work seventy-five percent (75%) or more of the working time between anniversary dates.

8.1.2 Other Employment During Leave Without Pay

Gainful employment, unless specifically authorized by the Board of Trustees, is prohibited during a leave of absence. Consideration will be given in the event an employee requests permission to obtain gainful employment.

8.1.3 Restriction on Combining Leaves Without Pay

An employee may not combine leaves without pay that, when added together, exceed a maximum length of twelve (12) months. For example, an employee may not take an unpaid personal leave immediately following an unpaid long-term health leave when, in combination, the two (2) unpaid leaves would exceed a maximum length of twelve (12) months.

8.2 Long-Term Health Leave

A permanent classified employee may be granted a long-term unpaid health leave in accordance with the following provisions:

8.2.1 Eligibility for Long-term Health Leave

A permanent classified employee 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.

8.2.2 Resumption of Duties

An employee, upon ability to resume the duties of a position within the class to which he or 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 to work, providing that the attending physician verifies that the employee is fully able to assume all the duties of the position. The District may pay and appoint a non-attending physician to examine the employee if the District believes there is just cause. Time lost shall not be considered a break in service.

8.2.3 Inability to Resume Duties – Placement on 39-Month Reemployment List
If, at the conclusion of the leave of absence, the employee is still unable to assume the duties of their position, he or she shall be placed on a reemployment list for a period of thirty-nine (39) months.

8.2.3.1 Ability to Return to Work While on 39-Month Reemployment List
If, during the prescribed thirty-nine (39) months, the employee is fully able to assume the duties of their position (as verified by the attending physician), the employee shall be reemployed in the first vacancy in the classification of their previous assignment. The first vacancy in the classification of their previous assignment will be determined by the date the position vacancy is authorized to be filled by District Fiscal Services. The District may pay and appoint a non-attending physician to examine the employee if the District believes there is just cause. Upon the resumption of their duties, the break in service will be disregarded and he or she shall be fully restored as a permanent employee. If the employee refuses the offer of reemployment, he or she shall be removed from the reemployment list and shall have no further rights of reemployment accorded an employee on the 39-month reemployment list.

8.3 **Long-Term Military Leave**

Military leave without pay may be granted to a permanent employee for a period of one (1) year and extended upon request as substantiated by military field orders; however, such leave shall not continue more than one (1) year beyond the date such military service becomes voluntary on the part of the employee.

8.4 **Family Care Leave**

The District shall comply with all applicable state and federal laws relating to Family Care Leave.

8.5 **Child Care**

A permanent employee may be granted additional unpaid leave immediately following the birth or adoption of a child that when added to the family care leave provision does not exceed one (1) year.

8.6 **Personal Leave**

A permanent employee 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.

8.7 **Full-Time Leave For Educational Purposes**

A permanent classified employee may be granted an unpaid full-time educational leave in accordance with the following provisions:

8.7.1 Eligibility for Full-Time Leave for Educational Purposes

A full-time educational purpose leave without pay for a maximum length of one (1) year may be granted to a permanent employee who has worked for the District for seven (7) consecutive years when it has been determined by the College President/designee or the Vice Chancellor/designee to be in the best interests of the college or the District divisions. The employee shall provide

verification of acceptance/enrollment at the beginning of the leave and transcripts at the end of the leave. The following conditions shall be given consideration:

8.7.1.1 Course of Study

The course or training session is related to the unit member's current position or would contribute toward potential promotional opportunities in the District.

8.7.1.2 Work Schedule

The employee and the supervisor can work out a schedule so that the department's work load will not be adversely affected by the employee's absence.

8.7.1.3 Funds

Additional funds will not be required.

8.7.2 Participation in Staff Development Leave

The eligible employees may also apply for and participate in the Classified Staff Development Leave Program (paid leave) described in Section 7.21. Both leaves (paid and unpaid leave) may be combined for a maximum length of one (1) year.

8.8 Part-Time Educational Leave

A permanent classified employee may be granted an unpaid part-time educational leave in accordance with the following provisions:

8.8.1 Eligibility for Part-Time Educational Leave

A part-time educational leave without pay may be granted to an employee who has served the District for three (3) consecutive years upon recommendation of the supervisor and the administrative officer with the approval of the College President (or Vice Chancellor for District Office employees). The following conditions shall be given consideration:

8.8.1.1 Course of Study

The course or training session is related to the unit member's current position or would contribute toward potential promotional opportunities in the District.

8.8.1.2 Work Schedule

The employee and the supervisor can work out a schedule so that the department's work load will not be adversely affected by the employee's absence.

8.8.1.3 Funds

Additional funds will not be required.

8.9 **Peace Corps Leave**

Permanent employees 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.

8.10 **Immigration Action Leave**

Permanent employees may be granted a leave without pay because they or an immediate family member are subject to an immigration action that impacts their stay in the United States. Upon their return, they will be assigned to the same position held prior to taking the leave, to the extent possible given District staffing, finances, and business needs. Immigration actions include, but are not limited to, revocation or cancellation of DACA, Temporary Protected Status (TPS), or the denial or cancellation of asylum. Permanent employees may be granted a leave without pay for a period of up to two (2) years under this section, which may be extended for one (1) additional year upon request of the permanent employee and approval by the District. The permanent employee will retain their class, step, and years of service that were achieved before the leave without pay occurred.

Article 9: Compensation 2017-20

9.1 Funding Sources for Salary & Benefit Improvements

The bargaining unit shall receive its proportionate share of eighty percent (80%) of new or increased unrestricted revenue, as defined in Appendix A, which is above an established base amount. Appendix A is attached hereto and incorporated herein.

9.2 Salary Schedules and Initial Salary Placement

A regular employee at the time of employment will be placed on the first step of the appropriate salary range of the LRCEA Salary Schedule. Under extenuating circumstances, the Chancellor may authorize a higher step.

9.3 Anniversary Date

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.

9.4 Earning A Step Increment

9.4.1 On the anniversary date, a regular employee will be advanced to the next step of the appropriate salary range.

9.4.2 Earning a service increment is dependent upon two conditions:

9.4.2.1 The employee must have served seventy-five percent (75%) of the required working days; i.e., 195 working days including holidays, paid sick leave, vacation, and other paid absences or leaves.

9.4.2.2 An overall performance review rating of "unacceptable" will, when applicable, prevent an employee from receiving their step increment for that year.

9.4.2.2.1 When the provisions of Section 9.4.2.2 occur, the employee will be re-evaluated within ninety (90) calendar days through the use of an additional performance evaluation as identified in Board Regulation 6141, Section 2.1.3. If the employee's special performance evaluation is no longer an overall "unacceptable" rating or the special evaluation has not been completed within one hundred (100) calendar days, the employee will be granted the step increment retroactively to their anniversary date.

9.5 Reclassification of Individual Position to Higher Salary Range

When the new job classification to which an employee is reclassified is one (1) or two (2) ranges above the rate of pay presently received, the employee will retain the same step on the higher applicable salary range.

Whenever a position is reassigned to a salary range which represents an increase of

three (3) levels or more, the incumbent will be placed on the first step of the higher salary range or on the step which will allow an upward adjustment of at least one (1) step over the present rate of pay. In no case will an employee's salary exceed the last step of the higher salary range, except for applicable longevity increments.

9.6 Shift Differential

9.6.1 Unit members regularly working ten (10) or more hours of their regular weekly shift after 4:30 p.m. shall receive one (1) range shift differential.

9.6.2 Unit members regularly working ten (10) or more hours of their regular shift after 12:30 a.m. shall receive one (1) additional range shift differential in addition to the differential provided in Section 9.6.1.

9.7 Longevity

Step 7 is a longevity step and can only be attained after ten (10) full years of satisfactory service with the District. An additional longevity increment of four percent (4%) will be paid to members of the bargaining unit after fifteen (15) full years of service with the District. A longevity increment of two percent (2%) will be paid to members of the bargaining unit after twenty (20) and twenty-five (25) full years of service with the District.

9.7.1 Longevity Step Improvement

After funding all other continuing costs as defined in Appendix A, Section A.2, any remaining continuing funds will be used to increase the third longevity increment for twenty (20) years from two percent (2%) to four percent (4%). In the event that remaining funds are not sufficient to fully fund the increment, the funds will be set aside and combined with any residual funds as defined above in the year(s) following until such time as sufficient funds are available for implementation. The increment will be effective in the year that the total amount needed is available and will be retroactive to either July 1 or the date the employee achieves the increment. If additional continuing funds remain after funding the minimum salary schedule improvement and the additional longevity step, those funds will be distributed as per Appendix A. Set aside funds will be distributed as one-time-only until implementation occurs.

9.8 Regular Employee Preference Extension

If there is a need for additional classified service during non-regular work periods, existing staff will be offered an extension of regular employment before temporary staff are hired. Employees working during non-regular work periods in the same classification shall receive their appropriate rate of pay/benefits.

9.9 Salary Computation

Salaries for White Collar Unit members are computed on an annual basis. The salary ranges for the White Collar bargaining unit as reflected on the LRCEA Salary Schedule are contained in Appendix B.

9.9.1 12-month employees shall be compensated as follows:
Annual Salary ÷ 12 = Monthly Rate

(Note: Annual salary equals monthly salary in Appendix B multiplied by 12.)

9.9.2 Less than 12-month employees shall be compensated as follows:

Annual Salary ÷ 2080 = Hourly Rate

(Note: Annual salary equals monthly salary in Appendix B multiplied by 12).

Salary shall be computed as follows:

- a. Hourly Rate x's number of hours (including holidays) to be worked in the fiscal year.
- b. For months in which employees will work less than a full month:
 - (1) Multiply the number of hours actually scheduled to be worked in the particular month(s) by the hourly rate. This shall be the amount of that month's paycheck.
 - (2) Subtract the amount of (1) above from the amount of 9.9.2(a).
 - (3) Divide the amount in (2) above by the number of full months to be worked in the fiscal year. This shall be the amount of each remaining month's paycheck.

9.10 Salary Calculation – Employment After July 1

Method for calculating salary for employees who begin employment after July 1 of the fiscal year - First Month's pay.

- a. Calculate the number of hours the employee will work, including paid holidays, for the remainder of the fiscal year.
- b. Multiply the hourly rate by the total number of hours to be worked to determine the total amount that will be earned during the year.
- c. Multiply the monthly rate times remaining full months in the fiscal year.
- d. Subtract the answer in (c) from the answer in (b). The remainder equals the first month's pay.

9.11 Salary Calculation – Termination Before June 30

Method for calculating the salary for employees who leave employment before June 30 of the fiscal year - Final Pay.

- a. Calculate the number of hours the employee worked, including paid holidays, during the fiscal year.
- b. Multiply the hourly rate times the number of hours worked to determine how much was earned.
- c. Total all pay received to date for the current fiscal year.
- d. Subtract the answer in (c) from the answer in (b). The remainder equals the final pay.

9.12 **Voluntary Deductions – Less than Twelve-Month Employee**

For employees working less than twelve (12) months, certain voluntary deductions shall be computed and deducted over the pay period of the employee. Such voluntary deductions are:

- a. Any out-of-pocket cost for monthly medical and dental premiums, and
- b. Voluntary group life and accidental death monthly premiums.

The unit member shall be responsible for all other monthly premiums or payments of a voluntary nature during the months the employee is not receiving a monthly payroll check.

9.13 **Repayment of Money Owed District or Employee**

9.13.1 Underpayment

When monies are paid to an employee in amounts less than are due the employee, the District is responsible to pay that underpayment to the employee, up to the maximum allowed by law for such underpayments. The District shall bring the underpayment to the attention of the employee as soon as it is discovered and is liable and responsible for repayment of monies owed to the employee.

9.13.2 Overpayment

If monies are paid to an employee in excess of the appropriate amount due the employee, the employee is liable and responsible for repayment of the monies owed to the District. If the employee discovers the overpayment, the employee shall bring the overpayment to the attention of the District Payroll Department as soon as it is discovered by the employee.

9.13.2.1 When the District discovers the error, the District Human Resources or Payroll Department shall notify the employee, in writing, of the amount and nature of the overpayment. 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.

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

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

9.13.3.2 When the overpayment is the result of overuse of leave privileges; or

9.13.3.3 When the overpayment is an adjustment related to military duty leave differential pay referenced in Article 7.9; or

9.13.3.4 When the error overpayment is a statutory deduction (e.g. – CalSTRS, CalPERS, taxes, etc.).

- 9.13.4 If an employee terminates employment with the District, the remaining balance will be deducted in full from the final pay warrant, any retroactive salary schedule improvement payment and/or the payment for any outstanding vacation day accruals.
- 9.13.5 Regular nine-, ten-, and eleven-month employees will continue any repayment plan during their nonscheduled months by remitting the appropriate payment to the District Payroll Department by the first day of each month, unless other arrangements have been made.
- 9.13.6 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, however, denial of an alternate payment plan shall not be based on any arbitrary or capricious reason(s).
- 9.13.7 Disputes regarding overpayments or underpayments shall be subject to the grievance procedure at Level III only.
- 9.13.8 In all cases, neither the District nor the employee shall be precluded from pursuing legal methods of resolution of a dispute regarding the debt.
- 9.13.9 Nothing in this section shall preclude an employee from agreeing to repayment of the debt in larger increments provided the employee agrees to do so voluntarily.

Article 10: Fringe Benefits

10.0 Insurance Review Committee

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. LRCEA may appoint a unit member as their representative to the IRC.

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

10.1.1 Medical & 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 LRCEA members and other District employees.

10.1.2 Section 125 Plan – Dependent Care Assistance Program and Medical Expense Flexible Spending Account

A Dependent Care Assistance Program is provided to employees as permitted by Internal Revenue Code Section 125. This plan allows employees to annually elect to have a specified amount withheld from the salary payments for dependent care costs before income taxes are calculated. Employees must file claims for reimbursement when eligible costs have been incurred which then allows employees to pay for dependent care costs with pre-tax dollars. The District also has a Medical Expense Flexible Spending Account (FSA) plan. The plan enables employees to fund eligible uncovered medical/dental/vision expenses with pre-tax dollars. 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. A 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.

10.1.2.1 If an employee's monthly pay is not adequate to allow for the dependent care or FSA deduction, the next month's deduction will be adjusted accordingly.

10.1.3 The District may charge participants a fee to cover the costs of administering the program should a third party administrator be engaged. LRCEA shall participate in the selection of a third party administrator through the District Insurance Review Committee.

10.1.4 A detailed description of plan benefits, eligible costs, and requirements can be obtained by contacting the Los Rios Employee Benefits Department. Employees should review this literature before electing to participate in either the Dependent Care Assistance Plan, the Medical Expense FSA, Or the Limited use FSA.

10.1.5 Participation in the plan requires an annual election made at the time of hire or

during the open enrollment period each year, or if the employee experiences a qualifying event.

- 10.1.6 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 LRCEA through the District Insurance Review Committee.

10.2 **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 LRCEA as part of this contract for the upcoming contract year. The carriers for the LRCEA unit as of the 2016-17 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 LRCEA prior to the annual open enrollment period each year for the coverage year starting July 1st.

- 10.2.1 The maximum District contribution amount in 2021-22 is currently established at \$1,130.16 per month for Kaiser Health, Western Health Advantage and Sutter Health participants. Increases to the District contribution level for 2020-23, and 2023-24, and 2024-25 shall be funded from defined revenues described in Appendix A of this Agreement, and are subject to meeting and negotiating with LRCEA. 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.

10.3 **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.

- 10.3.1 The maximum District contribution amount in 2021-22 is currently established at \$117.00 per month and any increase above this level shall be funded from defined revenues described in Appendix A of this Agreement.

10.4 **Vision Plan**

LRCEA employees may voluntarily participate in the District's vision plan. The cost for participation is borne by the employee.

10.5 **Medical/Dental Coverage – Work Assignment Increases**

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 enroll within sixty (60) days of the effective date of the increased assignment. Coverage for this benefit would be effective the first of the month following the change in work assignment. 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 receives a reduction in District contribution due to a permanent decrease in hours of employment.

10.6 Medical/Dental Coverage – Immigration Actions

The District will continue health insurance benefits for a permanent employee and those family members covered by the employee's District-provided plan for three months in the event the employee is forced to leave the United States as a result of an immigration action. Immigration actions include, but are not limited to revocation or cancellation of DACA, temporary protected status, or the denial or cancellation of asylum.

10.7 District Contribution Levels for Employees Hired as of September 1, 1993

The maximum monthly contribution level for medical and dental coverage as defined in Sections 10.2 through 10.3 shall be provided to each participating unit member who is employed as of September 1, 1993 and who has:

- a) A regularly assigned work schedule of twenty (20) or more hours per week; and
- b) A work year of nine, ten, eleven or twelve months a year.

10.7.1 For each participating unit member employed as of September 1, 1993, who has:

- a) A work schedule less than twenty (20) hours per week (less than 50%); and
- b) A work year of nine, ten, eleven or twelve months a year.

The District contribution shall be a proportionate amount of the maximum amount specified in 10.2 and 10.3 above.

10.7.1.1 The proportionate share shall be determined by calculating a percentage of the number of hours worked part-time as it relates to a full-time forty (40) hour a week position. (For example: A regular employee working ten (10) hours per week would be eligible for 10/40 or 25% of the maximum applicable District contribution.)

10.8 District Contribution Levels for Employees Hired after September 1, 1993

The maximum monthly contribution level for medical and dental coverage as defined in Sections 10.2 through 10.3 shall be provided to each participating unit member who has a regularly assigned work year of fifty percent (50%) or more of a full-time equivalent (FTE) position.

10.8.1 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.

10.8.2 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-paid periods shall not be used in the determination of the FTE factor or the related District contribution level.

10.8.3 For each participating member who is hired after September 1, 1993, whose regularly assigned work schedule is less than fifty percent (50%) of a full-time equivalent (FTE) position, the District contribution level shall be a proportionate amount of the maximum amount shown in Sections 10.2 and 10.3 above.

For example, the District contribution level for a regular employee working ten hours per week for ten months would be twenty one percent (21%), which is computed as follows:

$$\begin{array}{rcl} 10 \text{ hours}/40 \text{ hours} & = & 25\% \\ 10 \text{ months}/12 \text{ months} & = & 83\% \\ 25\% \times 83\% & = & 20.8\% \text{ of the maximum District contribution level.} \end{array}$$

10.9 Payroll Deductions Schedule

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

10.9.1 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.

10.10 Disability Income Protection

The District shall maintain a policy of disability income protection 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 for a nine-, ten- or eleven-month unit member.

10.10.1 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 their lifetime and will be provided as a subsidy toward COBRA.

10.10.2 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 directly to the carrier by the first day of each month or coverage will lapse.

10.10.3 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.

10.10.4 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.

- 10.10.5 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.

10.11 Health Care Benefit for Retirees

10.11.1 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.

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

- 10.11.2.1 Eligibility The District shall make monthly contributions for full-time regular members of the bargaining unit who retire from the District as defined in 10.10.1, are collecting retirement benefits from either CalSTRS or CalPERS, and who at the time of retirement, meet any of the following conditions.
 - 10.11.2.1.1 For full-time regular members (40 hour week, 9 or more work months) of the bargaining unit employed before February 1, 1989, the District shall make monthly contributions for those members who have three (3) full-time prior years of service with the District at the time of retirement
 - 10.11.2.1.2 The District shall make monthly contributions for full-time regular members (40 hour week, 9 or more work months) of the bargaining unit employed between February 1, 1989, and June 30, 1990, who have seven (7) full-time prior years of service with the District at the time of retirement.
 - 10.11.2.1.3 For full-time regular members (40 hour week, 9 or more work months) of the bargaining unit who were hired after June 30, 1990, to August 31, 1993, the District shall make monthly contributions for those members who have twelve (12) full-time prior years of service with the District at the time of retirement.
 - 10.11.2.1.4 For full-time regular members (40 hour week, 9 or more work months) of the bargaining unit who were hired on or after September 1, 1993, the District

shall make monthly contributions for those members who have fifteen (15) full-time prior years of service with the District at the time of retirement.

10.11.2.1.5 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 the qualifying years of service referenced in this Article have been met, are also eligible.

10.11.2.2 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.

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

10.11.2.2.2 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.

10.11.2.2.3 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 10.10.5.1.2.

10.11.2.2.4 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.

10.11.2.2.5 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.

10.11.3 Eligibility to Participate in Retiree Medical Plans

- 10.11.3.1 Retirees who are eligible for the District Contribution as specified in 10.2.2.1 are eligible to participate in the District's retiree medical plans.
- 10.11.3.2 Retirees who are not eligible for the District Contribution as specified in 10.2.2.1 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.
- 10.11.3.3 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.

10.11.4 Selection of District Medical Plan

Retirees may enroll 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 10.10.5.1.1 and 10.10.5.1.2. In addition, the retiree will be provided the opportunity to change to a different District health plan during each annual open enrollment period.

10.11.5 Non-District Plan

- 10.11.5.1 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.
 - 10.15.5.1.1 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).
 - 10.11.5.1.2 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.

10.11.5.1.3 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 allowed.

10.11.5.2 Articles 10.10.2.1 and 10.10.5 apply 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 10.10.5.1.1, but the 7 month window is based upon the date they become Medicare Eligible.

10.11.6 Retiree Dental

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

10.12 **Parking Fees**

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

10.13 **Life Insurance**

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

10.13.1 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 participants during the term of this agreement.

Article 11: Grievance Procedure

11.1 Definition

For the purpose of this Agreement, a grievance is a written document specifying a single allegation endorsed by any number of employees of this bargaining unit or by LRCEA (if alleging a violation under Articles 2 and 3 of this Agreement or as a co-filer with an individual grievant or as an authorized representative of the grievant) that the grievant has been adversely affected by a violation, misapplication, or misinterpretation of the terms of this Agreement. Further, the grievance must specify a remedy mutually applicable to all parties endorsing the grievance.

11.2 Purpose

Both parties agree that the purpose of this grievance procedure is to resolve grievances at the lowest possible administrative level.

11.3 Utilizing Procedure in Proper Order

All levels of the grievance procedure must, unless otherwise mutually agreed to by the parties of this Agreement, be exhausted prior to the seeking of other remedial relief.

11.4 Consolidation of Grievances

If grievances that are not significantly different from one another are made by more than one allegation document, the LRCEA and the District, by mutual agreement, shall be allowed to consolidate all such grievances and process them as if they were a single grievance.

11.5 Exclusions

11.5.1 Board Policies

Specifically excluded from this grievance process are actions to challenge or change the general policies of the District as set forth in Board or Administrative policies or rules, except such policies or rules that are within the scope of representation pursuant to Section 3543.2 of the Educational Employment Relations Act. Such issues must be undertaken under separate legal processes.

11.5.2 Other Exclusions

Also specifically excluded from this grievance procedure are any claims or disputes relating to the following issues:

11.5.2.1 Recognition

11.5.2.2 No strike clause

11.5.2.3 Management rights

11.5.2.4 Evaluation standards employed or judgments rendered

11.5.2.5 Discipline or discharge

11.6 Conditions of the Grievance Process

11.6.1 Right to Representation

At levels I, II, III (i.e., Immediate Supervisor, President/Vice Chancellor and Chancellor levels) as well as at the Informal stage, the grievant may choose either:

- 11.6.1.1 To be represented/accompanied by an agent of LRCEA; or,
- 11.6.1.2 To be represented by herself or himself alone.

11.6.2 Filing a Grievance Without LRCEA Representation

Whenever a unit member chooses to pursue a grievance without LRCEA representation, the District shall ensure that a copy of the grievance is forwarded by Certified U.S. mail to the office of LRCEA not later than the same date that it is filed with the District. Further, whenever an employee chooses to pursue a grievance without LRCEA representation:

- a) The District shall give LRCEA reasonable advance written notice of the schedule for any grievance meetings; and,
- b) The District shall notify LRCEA in writing of any settlement mutually proposed by the grievant and the District; and,
- c) LRCEA shall have the right of comment within a reasonable time frame prior to execution of such proposed settlement; and,
- d) The District shall not execute any settlement of the grievance that amends or modifies any provision(s) of this Agreement in any manner whatsoever unless the District has the express prior written agreement of LRCEA to do so; and
- e) LRCEA shall have the right to be represented by an observer at meetings between the grievant and the District.

11.6.3 Limit on Processing Grievance to Levels IV and V Without LRCEA Authorization

At levels IV and V (i.e., Arbitrator and Board of Trustees), the grievant, before proceeding, must secure both:

- a) The express prior written agreement of LRCEA to do so; and,
- b) The appointment of an agent of LRCEA to represent the grievant; and,
- c) If LRCEA chooses not to approve the appeal and/or not to appoint an agent to represent the grievant, then the administrative remedy of the grievant shall be deemed exhausted.

11.7 Definition of a Day

A day is any District workday, Monday through Friday, except legal holidays and Board-granted days off. Both the District and LRCEA agree that the parties will attempt to conclude grievances within normal District workdays even though the grievant may not

be scheduled to work.

11.8 Time Limits

Time limits specified in this grievance procedure may be waived by mutual written consent of the grievant or LRCEA and the District at levels I, II, and III, but may only be waived by mutual written consent of LRCEA and the District for levels IV and V. 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, except in the case of an employee grievant acting without LRCEA representation the grievance shall not proceed beyond Level III without express prior written approval to do so from LRCEA.

11.9 Withdrawing a Grievance

A grievance may be terminated at any time upon receipt of a signed statement from the grievant, if the grievant is not represented by LRCEA, or their LRCEA representative, if the grievant is represented by LRCEA, that the grievance is being withdrawn. However, the withdrawal of a grievance shall not be precedent setting regarding the issue that was the subject of the grievance.

11.10 Release Time

The grievant, LRCEA representative, and witnesses when called may be released from duty when necessary to attend conferences or hearings with the District at each level of the grievance procedure.

11.11 Grievant Rights

Should the grievance proceed before the Board of Trustees, the grievant has the right to:

11.11.1 Be present; and,

11.11.2 Hear all testimony presented to the Board; and,

11.11.3 Give testimony in their own behalf; and,

11.11.4 Call others to give testimony in their behalf; and,

11.11.5 Have their LRCEA representative question any person giving testimony; and,

11.11.6 Be accompanied and represented by the LRCEA, including legal counsel.

11.12 Grievance Records

All records of grievance shall be filed with Human Resources separately from the personnel files of the participants.

11.13 Non-Reprisal

Neither the Board of Trustees nor any member of the administration nor LRCEA shall take reprisals affecting the employment status of any employee of the District by reason of the employee's participation in a grievance procedure.

11.14 Processing of Grievance

Grievances will be processed in the following manner and within the stated time limits. A formal written grievance must be filed within twenty (20) days of the event giving rise to

the grievance or within twenty (20) days of the time when the grievant knew or reasonably should have known of the event giving rise to the grievance.

11.15 **Informal Grievance Procedure**

Prior to filing a formal written grievance, the employee may attempt to settle the dispute by an informal conference with the immediate supervisor.

11.16 **Formal Grievance Levels**

11.16.1 Grievance Form

All formal grievances shall be filed on a LRCEA grievance form in Appendix C attached hereto and incorporated by reference as a part of this Agreement. The LRCEA grievance form shall be mutually agreed to by the District and LRCEA within thirty (30) days of the ratification of this Agreement by both parties. Copies of the LRCEA grievance form shall be made available by the District to employees and LRCEA upon request. Copies of the LRCEA grievance form shall also be available at the office of the administrative officer of the work location.

11.16.2 Level I – Immediate Supervisor

The grievance shall be reduced to writing on a LRCEA grievance form signed by the employee (or LRCEA representative if regarding Articles 2 and 3 of this Agreement or as a co-filer with an individual grievant or as an authorized representative of the grievant) and filed with the immediate supervisor (District Human Resources Director, if filed by LRCEA regarding Articles 2 and 3).

11.16.2.1 Information Requirement

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(s) of this Agreement alleged to have been violated.

11.16.2.2 Meeting of the Parties

The parties shall meet within five (5) days of the filing of the grievance.

11.16.2.3 Proposed Resolution

The proposed resolution of the grievance will be prepared in writing by the immediate supervisor and submitted to the employee and LRCEA within five (5) days of the meeting held with the employee.

11.16.3 Level II – President/Designee (College) / Chancellor/Designee (District Office/Facilities Management)

If the grievant is dissatisfied with the decision proposed by the District at Level I, the grievant may appeal the decision within five (5) days after receipt of the written Level I decision.

11.16.3.1 Filing the Appeal

The appeal shall be filed with the College President/designee if the grievance originated at a work location that is a college, or to the Chancellor/designee if the grievance originated at the District Office or Facilities Management.

11.16.3.2 Material Required for Appeal

The original grievance, the proposed written decision of the immediate supervisor at Level I, if provided, and a written statement of the reason for the appeal shall be included when appealing the grievance to Level II.

11.16.3.3 Meeting of the Parties

The College President/designee or Chancellor/designee, whichever is appropriate, shall meet with the grievant and LRCEA representative within ten (10) days of receiving the appeal of the grievance.

11.16.3.4 Proposed Resolution

The proposed resolution of the grievance will be prepared in writing by the College President/designee or Chancellor/designee, whichever is appropriate, and submitted to the grievant and LRCEA representative within ten (10) days of the Level II meeting with the grievant.

11.16.4 Level III – Chancellor/Designee

If the grievant is dissatisfied with the decision proposed by the District at Level II, the grievant may appeal the decision within five (5) days after receipt of the written Level II decision.

11.16.4.1 Filing the Appeal

The appeal shall be filed with the Chancellor/designee.

11.16.4.2 Material Required for Appeal

The original grievance, the proposed written decision of the immediate supervisor at Level I, if provided, the proposed decision rendered at Level II, if rendered, and a written statement of the reason for the appeal shall be included when appealing the grievance to Level III.

11.16.4.3 Meeting of the Parties

The Chancellor/designee shall meet with the grievant and LRCEA representative within ten (10) days of receiving the appeal of the grievance.

11.16.4.4 Proposed Resolution

The proposed resolution of the grievance will be prepared in writing by the Chancellor/designee and submitted to the grievant and LRCEA representative within ten (10) days of the Level III meeting with the grievant.

11.16.5 Level IV - Arbitration

LRCEA, on behalf of the grievant, may appeal the decision of Level III within five (5) days after receipt of the written decision of the Chancellor/designee to arbitration.

11.16.5.1 Filing the Appeal

The appeal shall be filed in the office of the Chancellor., and shall include all materials required for appeal identified in 11.16.5.2.

11.16.5.2 Material Required for Appeal

The original grievance, the proposed decision of the immediate supervisor at Level I, if provided, the proposed decision rendered at Level II, if rendered, the decision of the Chancellor/designee at Level III, if any, and a written statement of the reason for the appeal shall be included when appealing the grievance to Level IV.

11.16.5.3 Selection of Arbitrator

The arbitrator shall be chosen from a rotational list of neutral third parties provided by the California State Mediation and Conciliation Service. Within five (5) days of the receipt of the appeal, the office of the Associate Vice Chancellor of Human Resources shall make a written request to the State Mediation and Conciliation Service or PERB for a list of five (5) names of individuals who are available to serve as the arbitrator. The written request shall include that the list of names be provided to both the District and LRCEA as soon as possible. Within five (5) days of the receipt of the list of names of individuals who may serve as the arbitrator, the LRCEA President/designee and Chancellor/ designee shall alternately strike names from the list until one name remains. The individual whose name remains shall serve as the arbitrator for the grievance.

11.16.5.3.1 *Presentation of Issues*

The representatives of the parties will meet in advance of the hearing to attempt to agree on the issues to be presented to the arbitrator and the remedy sought.

11.16.5.4 Cost of the Arbitrator

The cost of the services of the arbitrator, including per diem expenses, if any, travel and subsistence expense, the cost of recording the hearings, the cost of any hearing room, and any costs ordered by the arbitrator will be shared equally by the parties. All other costs will be borne by the party incurring them.

11.16.5.5 Hearing Schedule

The arbitrator shall conduct a hearing with the parties to the grievance within thirty (30) days of their selection, or as soon thereafter as they are able to schedule the hearing.

11.16.5.6 Attendance at Hearings

The parties to the grievance will be allowed to attend all hearings at which information is given to the arbitrator. Sessions of the arbitration hearing shall be private, with attendance limited to the arbitrator, the parties to the grievance, their representatives if any, and witnesses called by the arbitrator.

11.16.5.7 Limit on Disclosure of Proceedings

While the proceeding is pending before the arbitrator, no disclosure of the proceedings shall be made public without concurrence of the arbitrator and the parties to the grievance.

11.16.5.8 Decision of the Arbitrator

The arbitrator shall issue its written decision on the grievance not later than twenty (20) days from the date of the close of the hearings. The decision shall be in writing, shall include findings of fact, reasoning and conclusions on issues submitted, and shall be transmitted promptly to LRCEA and the District.

11.16.5.9 Limits on Decision of the Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provision of this Agreement. The arbitrator shall consider and decide only the specific issue or issues submitted in writing by the parties and shall have no authority to make recommendation on any other issue not so submitted. The arbitrator shall be without power to make any decision 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. The arbitrator shall not establish, alter, modify or change any salary schedule or salary structure; nor rule on any of the following:

a. Any matter involving performance review other than compliance with procedures.

b. Any matter brought under Article 12, Health and Safety, or Article 13, Non-Discrimination.

c. Accommodation requests brought under the Americans with Disabilities Act.

d. Repayment of monies owed to the District.

e. Where any grievance is appealed to an arbitrator on which they have no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

11.16.5.10 Effect of the Decision of the Arbitrator

The decision of the arbitrator shall supersede all previous decisions and shall become binding on all parties except in cases where the amount in controversy exceeds \$5,000 in which case the parties may appeal to the Board. Cases where the amount in controversy is \$5000 or less that are settled by the arbitrator are binding on the parties, but shall not be considered precedent setting.

11.16.6 Level V - Board of Trustees

The decision of the Board of Trustees shall supersede all previous decisions on the grievance and shall become binding on all parties. The Board of Trustees shall render a final decision within forty-five (45) days after receipt of the appeal and shall transmit it promptly to LRCEA, the Chancellor, and the arbitrator.

11.16.6.1 Limits on Evidence

If, during its deliberations on the matter, the Board of Trustees receives evidence from either party to the grievance, it shall receive evidence from both parties on the issue(s) in question before it renders its final decision.

Article 12: Health & Safety

12.1 Safety

Safety is a mutual concern to both employees and employer. The District recognizes its responsibility to comply with CAL-OSHA regulations and the Illness/Injury Prevention Act in providing employees with healthy and safe working conditions. The District, its employees, and LRCEA recognize their duty to follow safe working procedures, to utilize appropriate safety gear, and to submit written reports of unhealthy and/or unsafe conditions, pursuant to District provided training. Employees should timely report conditions to their immediate supervisor deemed to be unhealthy, unsafe, hazardous, or which represent a danger to health and safety.

12.2 Illness/Injury Prevention Plan

The District will operate an Illness/Injury Prevention Plan (IIPP) as required by law. The District shall provide LRCEA with the current, written IIPP for the District within thirty (30) calendar days of the effective date of this Agreement and shall provide LRCEA, in writing, with any changes to the IIPP during the term of this Agreement. Members of the white collar unit, after being informed of the procedures, will adhere to the IIPP.

12.3 Resolving Disputes

Any on-the-job disputes over health and safety conditions that cannot be resolved between the employee and their immediate supervisor will be addressed to the work location safety officer at the work location where the employee is permanently assigned. Nothing herein shall be deemed to prohibit an employee from filing a grievance over any health and/or safety concern pursuant to the provisions of the grievance procedure included in this Agreement.

12.3.1 Work Location Safety Officer

The work location safety officer at a college and all satellites is the Vice President of Administration/designee; at Facilities Management and all satellites, it is the Associate Vice Chancellor of Facilities Management/designee; and at the District Office and all satellites, it is the Director of General Services/designee.

12.4 Location Health and Safety Committees

To ensure employer/employee recognition of the importance of a safe working environment and healthy and safe working conditions, work location health and safety committees shall be constituted at each college of the District, Facilities Management and the District Office.

12.4.1 Composition of Committees

Each employee organization that has been exclusively recognized as an exclusive bargaining representative in the District pursuant to EERB may voluntarily participate on the health and safety committee at each work location and each one that does may select one representative assigned to that work location to serve on the committee. A representative of management/confidential employees at that work location may also serve on the committee. For purposes of this Agreement, LRCEA representatives on such health and safety committees shall be appointed by the LRCEA President. The work location safety officer will assume responsibility for

coordinating meetings of the work location safety committee.

12.4.2 Membership List

A listing of the health and safety committee membership at each work location shall be compiled by District Human Resources and shall be provided by October 1 of each fiscal year to LRCEA. LRCEA will annually provide District Human Resources with a list of appointments to all committees for which it has jurisdiction.

12.4.3 Committee Operating Procedure

The work location safety officer will coordinate meetings of the work location health and safety committee at each work location. The committee shall meet at least quarterly each fiscal year. The committee members will determine the operating procedures for the committee; however, a written record of each meeting will be maintained and a copy of the minutes of each meeting shall be provided to the LRCEA President at the time the minutes are distributed to committee members.

12.4.4 Committee Review

As part of its activity, health and safety committees will review and make recommendations regarding the following:

12.4.4.1 Accident Reports

Accident reports filed by employees during the intervening period. The committee will examine the cause and develop a follow-up procedure for correction, if possible.

12.4.4.2 Reports of Other Health and Safety Problems

Reports filed by employees or others of alleged health and/or safety deficiencies or problems or health and/or safety hazards.

12.4.4.3 Health and Safety Equipment/Training Updates

Health and safety equipment, health and safety classes and other related health and safety matters, including health and safety procedures, health and safety handbooks, and the responsibility of the District and employees concerning health and safety practices at work.

12.4.5 Release Time for LRCEA Representative

Each LRCEA representative appointed to a health and safety committee shall be provided release time by the District without any loss of compensation to attend committee meetings, including reasonable travel time to and from such meetings should the meeting be held at a work location other than the representative's work location.

12.4.6 Limit on Committee Authority

Nothing herein shall be deemed to allow any health and safety committee in the District to, in any manner whatsoever, amend and/or modify the terms and conditions of this Agreement.

12.5 **Employee Safety Information Form**

All reports of unhealthy, unsafe or hazardous conditions shall be reported on the

Employee Safety Information Form. The Employee Safety Information Form will be available at each work location in the office of the work location safety officer and the office of the administrative officer of the work location.

12.5.1 Filing an Employee Safety Information Form

When an employee files an Employee Safety Information Form, the employee may file the form with the employee's immediate supervisor or the work location safety officer, or, in the absence of either, with the administrative officer of the work location. The employee making the report will receive a complete copy of the completed form including a written description of any action taken or a written explanation describing why the condition was not unhealthy, unsafe or not hazardous.

12.6 **District Health and Safety Committee**

A representative will be appointed from each work location health and safety committee to act as a representative to a district-wide Health and Safety Committee. The LRCEA President may also appoint a LRCEA member to serve as a representative on the District Health and Safety Committee. The District health and safety committee will be coordinated by the District manager who has overall responsibility for the District's health and safety program. The committee will meet at least semiannually to review accident and safety experience in the District, to review changes to the IIPP, and to coordinate district-wide safety campaigns and procedures designed to combat unsafe and/or unhealthy practices and increase safety consciousness.

12.6.1 Release Time for LRCEA Representative

The LRCEA representative to the District health and safety committee shall receive release time without loss of any compensation to attend meetings or activities of the committee, including reasonable travel time to and from such meetings and activities.

12.7 **Annual Review**

An annual health and safety training review will be conducted at each of the District work locations described in this Agreement, with a copy of the review provided to LRCEA upon completion of the review.

Article 13: Non-Discrimination

13.1 **Acknowledgement of the Parties**

The District and the Los Rios Classified Employees Association agree not to discriminate against any employee on the basis of ethnic group identification, race, color, sex, national origin, ancestry, religion or religious creed, pregnancy or childbirth-related condition, gender, gender identity, gender expression, age (over forty), sexual orientation, sexual identity, physical or mental disability, medical condition, political affiliation or beliefs, military and veteran status, marital status, immigration status, or citizenship status, and shall conform to the provisions of the Americans with Disabilities Act.

13.2 **Complaints**

Complaints of discrimination or sexual harassment will be addressed in accordance with established policies and administrative regulations of the Board of Trustees and State law.

13.2.1 Meetings Regarding Complaints

Prior to conducting any meeting with an employee who has filed a charge of discrimination and/or sexual harassment, is charged with discrimination and/or sexual harassment, or is being investigated regarding such charges, or is called as a witness regarding a charge of discrimination and/or sexual harassment, the District shall notify the employee of their right to have LRCEA representation present at all such meetings. The District shall give reasonable advance notice to the employee prior to meetings of this type being scheduled in order for the employee to arrange to have LRCEA representation present if he or she so desires. Notices relating to matters described herein shall be clear and concise regarding the purpose of the discussion and/or meeting, i.e., the type of complaint and the specific purpose of discussing and/or meeting with the particular employee.

13.2.2 Notice to LRCEA

When discussions and/or meetings pertaining to matters described in Section 13.2.1 of this Agreement are called by the District, the District shall provide LRCEA with a copy of the notice of the meeting it provides to the subject employee at the same time that notice is provided to that employee.

Article 14: Transfers and Reassignments

14.1 Definitions

The following are definitions pertaining to transfers and reassignments:

14.1.1 Transfers

The assignment of an employee to another position within the same classification or to a lower classification at the same or a different work location within the District. A change in work shift is not a transfer.

14.1.1.1 Administrative Transfer

A transfer initiated by the District. An administrative transfer cannot be to a lower classification.

14.1.1.2 Voluntary Transfer

A transfer initiated by the employee.

14.1.1.3 Reassignment

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

14.1.2 Work Locations

For purposes of this Agreement, work locations are as follows:

14.1.2.1 American River College and all its satellites

14.1.2.2 Cosumnes River College and all its satellites

14.1.2.3 Folsom Lake College and all its satellites

14.1.2.4 Sacramento City College and all its satellites

14.1.2.5 District Office/Facilities Management and all its satellites

14.1.3 Vacancy

A vacancy is a position in the bargaining unit.

14.1.4 Reclassification

The movement of an employee's current position to a different job classification having the same salary range maximum is termed a lateral reclassification. The movement of an employee's current position to a different job classification or salary grade having a higher salary range maximum is termed an upward reclassification.

14.1.5 Promotion

The change of an employee from one job classification to another job classification which has a higher salary range is termed a promotion.

14.2 **Vacancy**

The District reserves the right not to fill a position when it becomes vacant. Prior to announcing a vacancy, the District may modify the position, change or reduce the hours of the position, convert the position FTE to a different position, or relocate the position to another operating unit or work location.

14.2.1 Announcing Vacancies

Vacancies will be announced to the classified staff a minimum of fifteen (15) working days in advance of its closing date for applicants. The District reserves the right to open all vacancies to the public. The District further agrees that it is the District's intent to fill a vacancy within ninety (90) days of the vacancy announcement.

14.3 **Voluntary Transfer/Promotion Process**

14.3.1 Voluntary Lateral Transfer Process

The District recognizes the interests of its employees in seeking voluntary lateral transfers. Accordingly, when a position in the bargaining unit is advertised, unit members in the same job classification will be given consideration for voluntary transfer prior to consideration of the general applicant pool. To be considered for voluntary transfer, the unit member must submit the required application materials to District Human Resources prior to the closing date of the position. For purposes of the following process, a "qualified unit member" is defined as a unit member whose last evaluation had an overall rating of no less than "competent". If five (5) or fewer qualified unit members apply for the voluntary transfer, they will be interviewed by the work location prior to interviewing other applicants. If more than five (5) qualified unit members apply for the voluntary transfer, then at least the five (5) unit members most qualified based on screening of applications will be interviewed by the work location prior to interviewing other applicants. The District shall ensure that uniform criteria are used in screening applicants for a vacant position. If an applicant for voluntary transfer is recommended for the position, they will be notified by the Director of Human Resources or designee. 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.

14.3.2 Promotion Process

The District recognizes the interests of its employees in seeking promotions. Accordingly, unit member meeting the minimum qualifications will be given consideration for promotion within the LRCEA unit. To be considered for promotion, qualified unit members must submit the required application materials to District Human Resources prior to the closing date of the position. For purposes of the following process, a "qualified unit member" is defined as a unit member whose last evaluation had an overall rating of no less than "competent" and who meets the minimum qualifications for the vacant position. Based on a screening of applications, a minimum of the five (5) most qualified unit members applying for promotion will be included with those outside candidates selected to interview for the position, if available and not included already. The District shall develop and apply uniform criteria in the screening of applicants.

14.4 Selection Process

All candidates will be selected on the basis of the specific needs of the campus or District division, individual qualifications, capabilities and personal suitability of the candidate, and in the best interest and needs of the District. The District shall ensure that uniform criteria are used in screening applicants for a vacant position.

14.4.1 Hiring Committees

All hiring committees which interview candidates for bargaining unit vacancies will include at least one (1) bargaining unit member.

14.5 Administrative Transfers

Administrative transfers shall be executed under applicable provisions of the Education Code, Board Policies and Regulations, or other applicable law. No administrative transfer shall be made arbitrarily, capriciously or for punitive reasons, or to avoid filling a vacant position with an employee who voluntarily applies for transfer or promotion. An administrative transfer is not disciplinary action.

14.5.1 Increase in Daily Commute

In the event that an administrative transfer results in an increased daily round-trip commute of more than five (5) miles, the District will reimburse the affected employee for the increased commute mileage at the rate authorized by Board Policies for a period of twelve (12) full calendar months from the effective date of the administrative transfer.

14.5.2 Rate of Pay

Employees affected by administrative transfers shall continue to receive their current rate of pay.

14.5.3 Appeal of Administrative Transfer

An employee who believes that an administrative transfer is arbitrary, capricious or punitive may appeal the decision to the next level of supervision beyond the immediate supervisor and to the administrative officer of the work location.

14.5.4 Notice of Administrative Transfer

An employee who is administratively transferred permanently will receive written notice in advance of the effective date of the administrative transfer as follows:

14.5.4.1 Within the work location – minimum of five (5) working days; or,

To a satellite of the work location or other location as defined in section 14.1.2 – minimum of at least fifteen (15) working days

14.6 Employment Status – Voluntary Transfer/Promotion

The following governs the employment status of an employee who is granted a voluntary transfer/promotion:

14.6.1 Probationary Employee

When a probationary employee is granted a voluntary transfer/promotion, that employee will complete the probationary period in the new assignment and will be considered permanent at the conclusion of one (1) full year of service with the District. Concurrently, in full or in part, with the probationary period, the employee will serve an additional conditional probationary period of six (6) months in the new assignment. The employee will be considered permanent in the new assignment only after completion of the conditional period of six (6) months.

14.6.2 Permanent Employee

A permanent employee who is granted a voluntary transfer/promotion shall serve a conditional period of six (6) months and the employee's performance shall be evaluated periodically. In the event the employee's performance is unsatisfactory in the new position, the employee shall be entitled to reinstatement to their former permanent position or to a position in the same classification even if this results in a layoff. A permanent employee who is voluntarily transferred to a lower classification shall not be required to serve a conditional period.

Article 15: Working out of Classification and Reclassification

15.1 Working Out of Classification

An employee required to work out of their classification for more than five (5) working days within a fifteen (15) calendar day period shall be paid an increased salary for the entire period of out of classification work.

15.1.1 Definition

Pursuant to Education Code 88010, out of classification work is defined as performing duties and assuming responsibilities in a job classification above or different than those in the employee's regular job classification.

15.1.2 Out of Classification Pay

An employee working out of classification shall be paid either: 1) Step 1 of the appropriate pay range for the classification the employee is working out of classification in, or 2) at an increase of one step above the monthly salary earned in their regular classification position, whichever is greater.

15.1.3 Effect of Holidays and Board Granted Days Off on Out of Classification Pay

Holidays and Board-granted days off falling within the out of classification period will be paid at the out of classification rate.

15.1.4 Compensation for Sick Leave When Working Out of Classification

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 replacement is not required.

15.1.5 Request for Out of Classification Pay

When an affected employee believes he/she is working out of his/her classification for more than five (5) working days out of any fifteen (15) calendar day period, and the manager or supervisor has not notified the employee in writing of the out of classification work, and/or has not initiated the process to pay the employee for out of classification work the employee has performed, the employee must file an Employee Request for Out of Classification Pay form (P-103E). The Employee Request for Out of Classification Pay form must be filed no later than forty-five (45) working days after the conclusion of the fifteen (15) day period the employee claims to be working out of classification. An employee may not claim compensation for out of classification work that occurred more than six months prior to the claims identified in the Employee Request for Out of Classification Pay form. A written request from an employee for out of classification pay shall be made to their immediate supervisor/manager. The immediate supervisor/manager of the employee shall respond to the written request for out of classification pay in writing within ten (10) work days of receipt of the written request.

15.1.5.1 Out of Classification Form

Written requests for out of classification pay from the employee shall

be made on Employee Request for Out of Classification Pay form, attached as part of this Agreement in Appendix C. This form shall be distributed by the supervisor as directed on said form at the time the request is completed and once a determination is made by the supervisor/manager.

15.1.6 Denial of Out of Classification Pay

Should a request for out of classification pay be denied by the District, the employee and/or LRCEA may grieve the matter pursuant to the grievance procedure included in this Agreement.

15.2 **Reclassification**

Reclassification means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in that position (Education Code Section 88001 [f]).

15.2.1 Duties of White Collar Employees

The Board of Trustees of Los Rios Community College District shall fix and prescribe the duties to be performed by all persons in the bargaining unit pursuant to Education Code Section 88009.

15.2.2 Performance Limitations

Bargaining unit employees shall not be required to perform duties which are not fixed and prescribed for the position classification by the Board of Trustees of Los Rios Community College District, unless the duties reasonably relate to those fixed for the position as per Education Code Section 88010 or as provided in Section 15.1 of this Agreement. No employee shall be assigned duties which are not reasonably related to the mission of the District.

15.2.3 Approval of Reclassification

A reclassification approved by the Board of Trustees of Los Rios Community College District shall become effective upon the date the employee submits a completed Request for Reclassification form to their immediate supervisor, or the date the immediate supervisor initiates a Request for Reclassification, whichever is earlier.

15.2.4 Request for Reclassification

Reclassification requests initiated by an employee shall be submitted to the appropriate administrative officer on the standard form provided for reclassification by the District. A copy of the form is in Appendix C.

15.2.5 Investigation of a Request for Reclassification

The college/District shall commence investigating the request and make a written recommendation on the request within thirty (30) workdays of its receipt. This written recommendation shall be given to the requesting employee and the District Human Resources Office immediately.

15.2.6 Reclassification Review Board Review of Recommended Requests for Reclassification

If recommended by the college/District, the request shall immediately be submitted to the District Human Resources Office for inclusion on the next

Reclassification Review Board agenda.

15.2.7 Appeal of Denial to Reclassification Review Board

If denied by the college/District, LRCEA may appeal the denied request within thirty (30) work days of receipt of the written denial to the Reclassification Review Board.

15.3 **Job Classification Review**

Each fiscal year of this Agreement, LRCEA and the District shall meet to review and discuss select classification families and job classifications therein subject to the following:

15.3.1 Selection of Classification Families

On or before September 1 of each fiscal year of this Agreement, LRCEA and the District shall exchange written information regarding one (1) classification family that each party elects to review and discuss in this job classification review process. The committee may mutually agree to study only one (1) classification family depending upon the number of job classifications within the classification family, the number of incumbents within the job classifications and the complexity of the job classifications.

15.3.2 Joint Job Classification Review Committee

LRCEA and the District shall each select four (4) representatives to serve on the Joint Job Classification Review Committee. The committee shall meet monthly commencing in September and may mutually agree to meet more frequently in order to complete the work of the committee by June 30 of the applicable fiscal year. The actual date, location and time of each committee meeting shall be determined by the committee, but, in any event, committee meetings shall normally be scheduled during normal business hours. 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.

15.3.3 Scope of Job Classification Review

The job classification review is intended to provide a review of the job classifications within the classification family(ies) selected for review through determining the currency of the job duties as described in the job classifications and to review the placement of the selected job classifications within the bargaining unit compensation structure.

15.3.4 Preparation of Materials for Employee Review

By December 31 of the applicable fiscal year, the committee shall, if employee input is determined to be necessary to complete the review and discussion of the particular classification family(ies) being reviewed, have the necessary documents prepared and ready for distribution to the affected employees for their review and comments.

15.3.5 Distribution of Materials to Employees

On or before January 15 of the applicable fiscal year, the District shall distribute the documents prepared by the committee to the affected employees. A copy

of the document distributed to each job classification being reviewed will be provided to each committee member along with a list of the employees to which the document was distributed.

15.3.6 Timelines for Employee Comments

Within thirty (30) calendar days of the distribution of the documents to the affected employees, the affected employee may file their written comments regarding the matter with the committee. The employee's written comments shall be filed with the Director of Human Resources within the thirty (30) calendar day period provided. The postmark shall not be later than the aforesaid thirtieth (30th) calendar day, if mailed, and, if delivered in person, must be received by the Director of Human Resources not later than that thirtieth (30th) calendar day.

15.3.6.1 Content of Employee Comments

The written response from the employee shall include their name, regular District work location, the title of their current job classification, and a clear and concise statement of each issue he or she is commenting upon and the reason(s) therefore.

15.3.7 Committee Review of Employee Comments

Within thirty (30) calendar days of receipt of the written comments from the affected employee(s), the committee shall meet to discuss the comments. A complete copy of the written comments received from each affected employee shall be provided to each committee member prior to the meeting.

15.3.8 Deliberations of the Committee

Within thirty (30) calendar days of the close of the committee meeting described in Section 15.3.6 of this Agreement, LRCEA and the District shall exchange written materials describing their respective positions on the issues being reviewed by the committee. This written material shall include clear and concise information regarding the reason(s) each party has taken their particular position on a job classification or classification family under review.

15.3.9 Meeting of the Parties

The committee members representing their respective parties shall, within thirty (30) calendar days of the exchange of materials described in Section 15.3.8 of this Agreement, commence meeting and negotiating over the issues in dispute regarding the job classification(s) and classification family(ies), and any salary or other changes affecting such job classification(s) and/or classification family(ies) and employees therein. This meeting and negotiating shall continue for a period of thirty (30) workdays, with meeting and negotiating sessions occurring no less than one-half (1/2) workday each week during that thirty (30) workday period.

15.3.9.1 Release Time for Meeting and Negotiating

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, for meeting and negotiating over the issues in dispute.

15.3.10 Mediation

Pursuant to Section 3548 of the EERA, if, after thirty (30) consecutive workdays, LRCEA and the District are unable to reach agreement on the issues in dispute, either party or both parties jointly may declare that an impasse exists. In such case, the disputed issue(s) shall be submitted to the PERB within ten (10) calendar days thereafter for mediation.

15.3.10.1 Cost of Mediation

Should the State of California require the payment of costs for the services of the mediator, LRCEA and the District shall share such cost equally; however, any other cost pertaining to such mediation of these disputes shall be borne by the party incurring such cost.

15.3.11 Factfinding

In the event mediation fails to resolve any dispute(s), either party may request the mediator to certify the issue(s) remaining in dispute to factfinding pursuant to Section 3548.1 of the EERA. In such case, LRCEA and the District shall provide the mediator their respective positions on the issue(s) in dispute, in writing, within three (3) workdays of the request for factfinding being made.

15.3.12 Implementation

Within thirty (30) calendar days of the resolution of all disputes involving the work of the committee for the particular fiscal year, such resolution and prior agreements shall be implemented with an effective date of July 1 (beginning of the fiscal year immediately following the particular fiscal year of committee work).

15.3.13 Cost of Implementation

The cost of implementing committee agreements and resolutions shall be shared equally by LRCEA and the District. Salary and fringe benefit costs resulting from such agreements shall be borne by LRCEA's proportionate share of new monies.

15.3.14 Review of Reclassification Process

As part of the annual review of job classifications, the Joint Job Classification Review Committee will review and/or develop recommendations regarding the current practice that is utilized to address reclassification issues.

15.3.14.1 Committee Recommendations

The committee will provide recommendations on the process utilized to address reclassification issues to:

- a) The Chancellor's Cabinet for those recommendations that address revisions of current District regulations, or
- b) LRCEA and the District for consideration during negotiations for a successor agreement to this Agreement.

Article 16: Professional Growth and Career Development

16.1 District Commitment and Funding

The District is committed to the professional development and career advancement of its employees. On July 1, \$84,716 in unexpended professional growth funds remaining from prior years' shall be appropriated. During the contract term the remaining balance of such funds shall be combined with remaining program funds from unused staff development leaves related to the LRCEA Staff Development Leave Program as described in Section 7.21 of this Agreement, subject to the following:

16.1.1 Source of Funds

The District will allocate up to \$84,716 for professional development activities each contract year, and this allocation includes any remaining balance of the carryover from prior contract years. Any amount in excess of the \$84,716 will be included as a Unit specific resource as defined in A.1.8 of this Agreement.

16.1.2 Allocation to District Work Locations

These funds shall be allocated to each work location as defined in this Agreement based upon the ratio of authorized unit FTE assigned to the work location to the total authorized unit FTE pursuant to the District's adopted budget for the applicable fiscal year during this Agreement.

16.1.2.1 District Work Locations

For all purposes associated with this Agreement, District work locations are as follows:

- a) American River College and all satellites
- b) Cosumnes River College and all satellites
- c) District Office and all satellites
- d) Folsom Lake College and all satellites
- e) Sacramento City College and all satellites

16.1.3 Use of Funds

These funds may only be used to support staff development activities of unit members and shall be accounted for separately. Unit members may apply for funding of a staff development activity through their work locations established staff development process.

16.1.4 Promotion of Staff Development Leave Program

The District and LRCEA agree to promote the Staff Development Leave Program by providing notice to unit members of the Staff Development Leave Program. The District will provide such notice semi-annually on May 1 and October 1 by distributing a program announcement to unit members.

16.2 Reimbursement of Enrollment Fees and Books – Los Rios Courses

The District will reimburse enrollment fees, including the Universal Transit Pass and Student Representation Fee, and cost of books, not to exceed \$1,300.00 per Los Rios fiscal year, for any regular employee who enrolls in any of the District colleges and outreach centers. Classes must be taken outside the employee's scheduled work assignment and books must be purchased at a Los Rios bookstore and required for the

classes 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 must be deducted from the original cost of the books. The employee must submit the appropriate receipt and grade report or transcript with the request for reimbursement within three (3) months of conclusion of the class.

16.3 Reimbursement of Tuition Fees – Non Los Rios College

The District will reimburse tuition fees up to \$1,300.00 per Los Rios fiscal year, not to exceed a lifetime maximum of \$2,600.00 for any regular employee who enrolls in and completes prior-approved classes with a grade of “C” or higher at any accredited college, providing the following criteria have been met:

- a. The class has been approved in advance by the Vice President of Administration at the appropriate college and by the Director of Human Resources, or for the District Office/Facilities Management staff, approved by the Department Manager and the Director of Human Resources.
- b. The class is related to the unit member’s current position, would contribute toward potential promotional opportunities in the District, or is required as part of the unit member’s educational program.
- c. The class is taken outside the scheduled work assignment and does not interfere with the employee’s regular work schedule.
- d. The class is not offered through one of the Los Rios colleges and/or is not offered sufficiently outside the employee’s regular work schedule and within reasonable proximity to the employee’s work location or residence to allow the employee to take the class without undue hardship.
- e. The employee has submitted the appropriate receipt and grade report or transcript with the request for reimbursement within three (3) months of conclusion of the class.

16.3.1 PFE Classified Staff Development Funds shall be used for any tuition reimbursement above \$1800.00, up to a lifetime maximum of \$2,600.00.

Article 17: Miscellaneous Provisions

17.1 Definitions

The following are definitions of terms used in this Agreement:

17.1.1 Non-Exempt Employee

An employee who has assigned duties and responsibilities which do not meet the FLSA exemption guidelines and is paid from the LRCEA Classified Salary Schedule.

17.1.2 Permanent Employee

An employee who has satisfactorily completed a required probationary period.

17.1.3 Probationary Employee

An employee who has been appointed to a regular position by the Board of Trustees and is in the process of completing the probationary period required under this Agreement.

17.1.4 Regular Employee

An employee who has probationary or permanent status.

17.1.5 Seniority

Seniority, per Education Code Section 88127, shall be based on the length of service within the class, plus higher classes.

17.1.6 Length of Service

Length of service means all hours in a paid status, but does not include any hours compensated solely on an overtime basis.

17.1.7 Hours in Paid Status

Hours in paid status shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service to this District.

17.2 Employee Discipline

Disciplinary action involving an employee will not be imposed except as expressly allowed pursuant to Board Policy and Administration Regulation and any action taken shall conform thereto.

17.2.1 Right to Representation

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 their right to have their LRCEA representative present during the meeting as per Board Regulation 6914, Section 2.1.5.

17.2.2 Board Policy and Administrative Regulation

When the District determines that disciplinary action is warranted, it will proceed by following the provisions of 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.

17.3 **Work Locations**

For purposes of this Agreement, work locations are as follows:

- 17.3.1 American River College and all satellites
- 17.3.2 Cosumnes River College and all satellites
- 17.3.3 Folsom Lake College and all satellites
- 17.3.4 Sacramento City College and all satellites
- 17.3.5 District Office/Facilities Management and all satellites

17.4 **Personnel Records**

The District permanent personnel file of each employee shall be maintained at the District Human Resources Office.

17.4.1 Grievance Files

In accordance with Section 11.12 of this Agreement, all records of grievances shall be filed with the District Human Resources Office separately from the personnel files of the participants.

17.4.2 Review of Permanent Personnel File by Employee

During the period of employment and one (1) year thereafter, an employee may review any material in their permanent personnel file except those items exempted by law. Such review(s) shall be completed at a time mutually convenient to the employee and the District Human Resources Office, but not later than two (2) working days after receipt of such a request by the District Human Resources Office. All reviews by the employee of their permanent personnel file shall take place during normal business hours and the employee shall be granted reasonable release time from their work for this purpose without loss of any compensation.

17.4.3 LRCEA Access to Employee Permanent Personnel File

Upon written authorization of an employee, their LRCEA representative shall have the right to review the permanent personnel file of the employee.

17.4.4 Material Excluded from Permanent Personnel File

The material in the permanent personnel file of an employee shall not include ratings, reports or records which (a) were obtained prior to their employment, (b) were prepared by identifiable examination committee members, or (c) were obtained in connection with a promotional examination.

17.4.5 Disciplinary Documents

Disciplinary documents and memoranda in an employee's permanent personnel file which are dated more than twenty-four (24) months old shall not be considered in future disciplinary actions except by process under law. Further, such dated materials shall not cause the initiation of future disciplinary actions against the employee.

17.4.6 Other Exclusions

Information of a derogatory nature, except material mentioned in Section 17.4.4, shall not be entered into the permanent personnel file until the employee is given a reasonable opportunity to review and comment thereon and/or appeal to the administrative officer. An employee shall have the right to enter, and have attached to any such derogatory statement, their comments thereon. Letters of reprimand not included in an employee's permanent personnel file may not be used in any disciplinary proceeding.

17.4.7 Employee's Right to Copy of Permanent Personnel File Contents

An employee may request and receive a copy of any material in their permanent personnel file, except those materials mentioned in Section 17.4.4, by paying fifteen (15) cents per page for the material.

17.5 **Police Communication Dispatcher Uniform**

The cost to purchase uniforms, identification badges, and cards required by the District for Police Communication Dispatchers shall be borne by the District. Uniforms shall not be worn for any other activity other than work for the District. The District agrees to provide the following initial uniform items for Police Communication Dispatchers:

17.5.1 Initial Issuance of Uniform

The initial uniform items shall consist of:

- a) Three (3) trousers
- b) Four (4) shirts (long and/or short sleeve)
- c) One (1) basket weave belt
- d) One (1) chrome name identification plate
- e) One (1) dispatcher badge after successful completion of the dispatcher's POST-approved course.
- f) One (1) pair of uniform shoes/boots.

17.5.2 Supplemental Uniform Allowance

The District agrees to provide a regular uniform allowance for Police Communication Dispatchers of \$450 for each fiscal year after the first year of the initial issuance of uniform. This allowance may only be used to purchase items specified in Section 17.5.1. Uniform items will be replaced as needed. Upon termination of employment, uniform items will be returned to the District.

17.6 **Captions**

The headings or captions used in this Agreement are not a part of the Agreement and shall have no effect upon the construction or interpretation of any part thereof.

Article 18: Savings Provision

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

Article 19: 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 LRCEA and the District agree to wholeheartedly support the terms and conditions of this Agreement.

Article 20: 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 related laws to the extent permitted by general law. Nothing contained herein shall relieve the District of its obligation to meet and negotiate with the LRCEA regarding matters not covered in this Agreement that are within the scope of representation pursuant to Section 3543.2 of the Educational Employment Relations Act, or preclude the parties, should they mutually desire to do so, from meeting and consulting on issues outside that scope of representation.

Article 21: No Strike and No Lockout Clause

21.1 **No Strike**

Employees represented by LRCEA and LRCEA agree 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.

21.2 **No Lockout**

Similarly, the District agrees that it will not conduct a lockout of employees during the term of this Agreement.

Article 22: Management Rights

- 22.1 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.
- 22.2 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.
- 22.3 The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency. 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 23: Committee Participation

23.1 LRCEA Committee Representation

LRCEA representative(s) shall participate in jointly established committees or District committees as described below.

23.2 Joint Job Classification Review Committee

A joint committee shall be established to review and discuss select classification families and job classifications therein in accordance with Section 15.3 of this Agreement. The joint committee shall also be charged with reviewing the reclassification process in accordance with Section 15.3.14 of this Agreement.

23.3 Staff Development Leave Committee

A joint committee comprised of members of LRCEA and District management representatives shall administer the Staff Development Leave Program pursuant to Section 7.21 of this Agreement.

23.4 Location and District Health and Safety Committees

Pursuant to Article 12 of this Agreement, LRCEA has the right to have a member serve on location and District health and safety committees.

23.4.1 Location Health and Safety Committee

A LRCEA representative may be appointed by the LRCEA President to serve on each location health and safety committee in accordance with Section 12.4.1 of this Agreement.

23.4.2 District Health and Safety Committee

A LRCEA representative may be appointed by the LRCEA President to serve on the District health and safety committee in accordance with Section 12.6 of this Agreement.

23.5 District-wide Budget Advisory Committee

Board Policy and Regulation 8122, Budget Planning and Administration, provides for a District-wide Budget Advisory Committee that shall participate in the budget planning process. As provided under policy and regulation, one representative of LRCEA appointed by the LRCEA President shall serve as a member of the District-wide Budget Advisory Committee.

23.6 Reclassification Review Board

An employee who is a member of the bargaining unit and appointed by the LRCEA President shall serve as a voting member of the Reclassification Review Board.

23.6.1 LRCEA Business Agent

The LRCEA business agent may attend and participate fully in the deliberations of the Reclassification Review Board. However, the LRCEA business agent shall not be a voting member of the Reclassification Review Board.

23.7 LRCEA/District Joint Labor-Management Committee

A committee, the LRCEA/District Joint Labor-Management Committee, shall be

established to meet and confer on matters of mutual interest during the term of this Agreement.

23.7.1 Committee Composition

The committee shall be comprised of five (5) LRCEA members appointed by LRCEA President and five (5) District managers appointed by the Chancellor. The Associate Vice Chancellor of Human Resources and the LRCEA business agent shall serve as ex officio members of the committee.

23.7.1.1 Committee Representation

To the extent possible, members should be appointed to ensure representation from American River College, Cosumnes River College, Folsom Lake College, Sacramento City College, and District Office/Facilities Management.

23.7.2 Committee Chair

As an ex officio member of the committee, the Associate Vice Chancellor of Human Resources shall serve as chair of the committee and shall be responsible for convening meetings of the committee. The Associate Vice Chancellor of Human Resources shall be responsible for ensuring that a record of the committee's deliberations is maintained.

23.7.2.1 Meeting Schedule

The committee will meet as needed.

23.7.2.2 Operating Guidelines

The committee shall establish its own operating guidelines.

23.7.3 Release Time for Committee Meetings

Committee members will be provided release time, including a reasonable amount of travel time to and from the member's work location, to attend official meetings of the committee.

23.7.4 Purpose of Committee

It is the intent that this committee will provide a forum where issues of either party to this Agreement may be discussed and where matters pertaining to the administration of this Agreement may be discussed. This committee shall not have the right to bargain collectively with respect to any subject or matter expressly covered by this Agreement.

Article 24: Term of Agreement

- 24.1 This Agreement shall be effective as of July 1, 2021, and shall be binding upon the Board, the LRCEA and its members; this Agreement shall remain in full force and effect through June 30, 2024. Provisions of this Agreement apply to those unit members who are employees of record on the effective date of agreement and those employed throughout its term.
- 24.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understanding and 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 LRCEA 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 expressly covered by this Agreement, except for those matters that expressly call for meeting and negotiating by and between LRCEA and the District pursuant to this Agreement.
- 24.3 The District and LRCEA shall meet, if requested by either party by February 1st, each Spring of the 2021-2024 contract to negotiate over possible options for the redistribution of LRCEA's proportionate share of available revenues defined per Appendix A of the 2021-2024 Agreement. It is understood that the cost of funding any step increments that may be allocated or committed in the preceding fiscal years which relate to the implementation of LRCEA's existing salary schedule shall have first priority of such available funds.
- 24.4 This Agreement shall automatically be renewed and shall be binding for an additional one (1) year period unless either the Board or the LRCEA gives written notice to the other not later than September 30 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.

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 LRCEA 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 LRCEA 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 2021-22, 2022-23, 2023-24.
- 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 LRCEA 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 available 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 LRCEA 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 LRCEA 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 LRCEA 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 which is available for redistribution.

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 source of revenue.

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

No more than \$84,716 may be carried forward from the prior year for other staff development activities. The District will appropriate \$84,716 each year for staff development leaves for LRCEA unit members. The source of the \$84,716 carryover will be the balance remaining from the carryover allocation plus any remaining funds from the annual leave appropriation. Any amount in excess of the \$84,716 will be included as a unit specific one-time resource in the annual compensation calculation.

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

Unit members' proportionate share of such additional funds 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; 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 The maximum District contribution amount as defined in Article 10 is only made up to the premium level for the plan selected.
 - A.2.3.1.1 The District may contribute to a Health Savings Account (H.S.A.) for regular employees who select a high deductible health plan. The maximum contribution level is dependent upon single or family coverage. The contribution will remain in effect for the contract term unless the HDHP is discontinued or as long as the HDHP premium plus the H.S.A. contribution is less than or equal to the District contribution.
- A.2.4 The increased cost in a contract year, if any, for increasing the prior year District contribution for monthly dental premiums is up to the contract year monthly premium amount as defined in Article 10.
- A.2.5 Premium increases above \$6.75 per month per participant (guaranteed through 2021-22) 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 2024-25 at the time of the calculation. The cost of any salary schedule improvements provided in advance of the final determination of revenues available to LRCEA 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 LRCEA 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 premiums will be effective July 1 of the contract year, and October 1 for dental premiums.
- 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 LRCEA shall meet, if requested by either party by February 1st, each Spring of the 2021-24 contract to discuss possible options for the redistribution of LRCEA's proportionate share of available revenues defined per Appendix A of the 2021-24 Agreement.
- 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 LRCEA 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 LRCEA.
- A.6.2 The District Office Business Services staff shall inform LRCEA 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 LRCEA 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 LRCEA 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 LRCEA 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 LRCEA's proportionate share of the defined funds shall be available for review by representatives designated by the LRCEA Executive Board. LRCEA 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 LRCEA'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 LRCEA.

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, LRCEA 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 LRCEA'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 LRCEA and the District.

Following written notice to LRCEA from the District regarding the proportionate share reductions, if the District and LRCEA cannot agree on a plan for application of LRCEA'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 LRCEA 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 LRCEA 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 LRCEA'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 2024-25 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 2020-21 rate using the 2024-25 rates is \$63,780 and

- 1) for 2021-22, the standard rate as determined by averaging the fall 2021 actual payments for adjunct and overload instructional assignments and the standard benefit rate for part-time instructional service as adjusted for the 2024-25 STRS rate; then
- 2) for 2022-23, the standard rate as determined by averaging the fall 2022 actual payments for adjunct and overload instructional assignments and the standard benefit rate for part-time instructional service as adjusted for the 2024-25 STRS rate; then

- 3) for 2023-24, the standard rate as determined by averaging the fall 2023 actual payments for adjunct and overload instructional assignments and the standard benefit rate for part-time instructional service as adjusted for the 2024-25 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 2024-25 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 2020-21 rate for converted instructional FTE using the 2024-25 STRS employer rate is \$32,911. The 2020-21 rate for new or re-authorized regular faculty positions (164 or 174 day), using the increased pension rates is \$90,945 or \$106,555 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 2021-22 through 2023-24 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 \$87,000 per FTE, based on the average salary from prior year 1% calculation and the 2024-25 PERS projected rate of 27.70%; 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 LRCEA 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 2020-21 part-time cost per FTE of \$63,780, 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 2020-21 counseling part-time cost per FTE (@174 days) using the increased pension rates is \$86,132. 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 LRCEA as per section 1.8.
- 1.10 Available Growth Revenue for 2022-23 and 2023-24 shall be determined in the same manner as the 2021-22 contract year except that:
 - 1.10.1 The actual instructional staffing levels expressed in full-time equivalent (FTE) terms in either 2022-23 or 2023-24 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 2022-23 and 2023-24 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 2021-22 year and the salary schedule and fringe benefit rates in effect for the 2022-23 and 2023-24 years.

Appendix B: Salary Schedules

Salary Schedules to be updated when Board approved

Job Code	Title	Range	Full Time Annual Salary	
0141	Account Clerk I	17	32,885	- 45,023
0142	Account Clerk II	21	36,017	- 49,310
0143	Account Clerk III	25	39,446	- 54,006
0649	Accountant	35	49,518	- 67,794
0198	Accounting Specialist	40	55,480	- 75,958
0131	Administrative Assistant I	26	40,354	- 55,248
0133	Administrative Assistant II	28	42,231	- 57,819
0654	Administrative Services Analyst	44	60,763	- 83,191
0171	Admissions/Records Clerk I	17	32,885	- 45,023
0172	Admissions/Records Clerk II	20	35,207	- 48,201
0173	Admissions/Records Clerk III	23	37,693	- 51,605
0145	Admissions/Records Evaluator I	24	38,559	- 52,791
0151	Admissions/Records Evaluator II	28	42,231	- 57,819
0163	Admissions/Records Evaluator/Degree Auditor	29	43,202	- 59,148
0634	Animal Health Instructional Technician	30	44,196	- 60,508
0798	Assessment Center Testing Coordinator	38	53,014	- 72,581
0602	Assistant Financial Aid Officer	35	49,518	- 67,794
0313	Assistant Technical Director - Visual & Performing Arts Center (VAPAC)	37	51,822	- 70,949
0701	Athletic Trainer	37	51,822	- 70,949
0742	Attendance Services Assistant	27	41,282	- 56,519
0185	Bookstore Assistant Manager	37	51,822	- 70,949
0182	Bookstore Clerk I	16	32,146	- 44,011
0186	Bookstore Clerk II	18	33,641	- 46,058
0184	Bookstore Stock Clerk	21	36,017	- 49,310
0869	Building Automation and Systems Integration Analyst	57	81,663	- 111,804
0804	Business Services Assistant	35	49,518	- 67,794
0183	Buyer - Bookstore I	21	36,017	- 49,310
0195	Buyer - Bookstore II	25	39,446	- 54,006
0126	Buyer I	21	36,017	- 49,310
0127	Buyer II	25	39,446	- 54,006
0128	Buyer III	29	43,202	- 59,148
0116	Child Development Center Associate Teacher	12	29,351	- 40,184
0199	Child Development Center Lead Teacher	35	49,518	- 67,794
0194	Child Development Center Teacher	26	40,354	- 55,248
0192	Child Development Services Analyst	38	53,014	- 72,581
0810	Children's Center Clerk	20	35,207	- 48,201
0102	Clerk II	16	32,146	- 44,011
0103	Clerk III	20	35,207	- 48,201
0191	College Development Officer	35	49,518	- 67,794
0650	College Relations Specialist	38	53,014	- 72,581
0104	Community Services Clerk	22	36,845	- 50,444
0739	Computer Aided Drafting and Design Assistant	42	58,061	- 79,492
0803	Contract Education Program Developer	56	79,827	- 109,291
0123	Control Center Technician	22	36,845	- 50,444
0164	Cook/Baker	21	36,017	- 49,310
0169	Cosmetology Service Assistant	30	44,196	- 60,508
0109	Counseling Clerk I	17	32,885	- 45,023
0110	Counseling Clerk II	21	36,017	- 49,310
0744	Data Communications Security Specialist	61	89,439	- 122,451
0129	Disabled Student Programs and Services (DSP&S) Clerk	17	32,885	- 45,023
0167	Educational Center Assistant	25	39,446	- 54,006
0130	Educational Media and Web Design Specialist	44	60,763	- 83,191
0806	Educational Media Design Specialist	37	51,822	- 70,949
0646	Electronics Calibration and Repair Technician	38	53,014	- 72,581
0180	Employee Benefits Specialist	40	55,480	- 75,958
0175	Employee Benefits Technician	29	43,202	- 59,148
0312	Event Services Specialist - Visual & Performing Arts Center (VAPAC)	34	48,404	- 66,270
0705	Facilities Planning and Engineering Specialist	56	79,827	- 109,291
0700	Facilities Planning Specialist	49	68,080	- 93,208
0138	Financial Aid Clerk I	17	32,885	- 45,023
0140	Financial Aid Clerk II	21	36,017	- 49,310
0604	Financial Aid Officer	38	53,014	- 72,581
0743	Fiscal Services Accounting Specialist	40	55,480	- 75,958

Job Code	Title	Range	Full Time Annual Salary	
0161	Food Service Assistant I	10	28,046	- 38,397
0162	Food Service Assistant II	12	29,351	- 40,184
0165	Food Service Assistant Manager	24	38,559	- 52,791
0149	Grant Coordination Clerk	20	35,207	- 48,201
0236	Graphic Artist	28	42,231	- 57,819
0801	Graphic Designer	29	43,202	- 59,148
0168	Health Services Assistant	21	36,017	- 49,310
0718	Information Technology Business/Technical Analyst I	57	81,663	- 111,804
0723	Information Technology Business/Technical Analyst II	61	89,439	- 122,451
0748	Information Technology Network Administrator Analyst I	57	81,663	- 111,804
0749	Information Technology Network Administrator Analyst II	61	89,439	- 122,451
0726	Information Technology Specialist I	44	60,763	- 83,191
0729	Information Technology Specialist II	50	69,646	- 95,352
0745	Information Technology Systems/Database Administrator Analyst I	57	81,663	- 111,804
0746	Information Technology Systems/Database Administrator Analyst II	61	89,439	- 122,451
0242	Information Technology Cable Plant Assistant	50	69,646	- 95,352
0809	Information Technology Technician I	25	39,446	- 54,006
0152	Information Technology Technician II	31	45,212	- 61,900
0208	Instructional Assistant	28	42,231	- 57,819
0166	Instructional Services Assistant I	24	38,559	- 52,791
0808	Instructional Services Assistant II	27	41,282	- 56,519
0150	Interpreter/Transliterater I	28	42,231	- 57,819
0153	Interpreter/Transliterater II	32	46,252	- 63,324
0155	Interpreter/Transliterater III	36	50,657	- 69,354
0207	Laboratory Technician	28	42,231	- 57,819
0706	Lead Facilities Planning and Engineering Specialist	58	83,541	- 114,376
0741	Lead Instructional Assistant	30	44,196	- 60,508
0866	Lead Instructional Services Assistant	29	43,202	- 59,148
0600	Lead Laboratory Technician	30	44,196	- 60,508
0241	Lead Library Technician	28	42,231	- 57,819
0157	Lead Police Communication Dispatcher	25	39,446	- 54,006
0114	Library Technician	26	40,354	- 55,248
0105	Maintenance/Operations Clerk	22	36,845	- 50,444
0740	Marketing Specialist - Economic Development Center	50	69,646	- 95,352
0231	Media Systems/Resources Specialist	50	69,646	- 95,352
0200	Media Systems/Resources Technician I	32	46,252	- 63,324
0223	Media Systems/Resources Technician II	38	53,014	- 72,581
0115	Operations Technician	24	38,559	- 52,791
0108	Outreach Clerk	22	36,845	- 50,444
0618	Outreach Specialist	38	53,014	- 72,581
0660	Payroll Accountant	36	50,657	- 69,354
0146	Payroll Clerk I	23	37,693	- 51,605
0147	Payroll Clerk II	25	39,446	- 54,006
0652	Payroll Specialist	40	55,480	- 75,958
0179	Payroll Technician	29	43,202	- 59,148
0156	Police Communication Dispatcher	23	37,693	- 51,605
0702	Printing Assistant	35	49,518	- 67,794
0106	Printing Services Operator I	17	32,885	- 45,023
0107	Printing Services Operator II	20	35,207	- 48,201
0178	Printing Services Operator III	23	37,693	- 51,605
0802	Printing Technician	33	47,316	- 64,780
0812	Program Assistant - REBRAC	23	37,693	- 51,605
0197	Program Assistant - Tech Prep	23	37,693	- 51,605
0268	Programmer I	44	60,763	- 83,191
0269	Programmer II	50	69,646	- 95,352
0174	Public Relations Specialist	38	53,014	- 72,581
0640	Public Relations Technician	30	44,196	- 60,508
0633	Public Services Assistant	35	49,518	- 67,794
0219	Reception/Telephone Console Attendant	17	32,885	- 45,023
0807	Research Analyst	50	69,646	- 95,352
0639	Risk Management Specialist	40	55,480	- 75,958
0417	Sacramento Regional Public Safety Training Center (SRPSTC) Developer	56	79,827	- 109,291
0125	Senior Buyer/Contract Specialist	40	55,480	- 75,958
0735	Senior Information Technology Business/Technical Analyst	64	95,753	- 131,096
0750	Senior Information Technology Network Administrator Analyst	64	95,753	- 131,096
0196	Senior Information Technology Specialist	57	81,663	- 111,804
0747	Senior Information Technology Systems/Database Administrator Analyst	64	95,753	- 131,096
0731	Senior Information Technology Technician	38	53,014	- 72,581

Job Code	Title	Range	Full Time Annual Salary		
0276	Senior Programmer	57	81,663	-	111,804
0158	Staff Resources Center Assistant	28	42,231	-	57,819
0641	Student Affairs Specialist	44	60,763	-	83,191
0124	Student Personnel Assistant	28	42,231	-	57,819
0683	Student Success & Support Program (SSSP) Specialist	38	53,014	-	72,581
0707	TANF/CalWORKs Specialist	38	53,014	-	72,581
0271	Telecommunications System Coordinator	57	81,663	-	111,804
0272	Telecommunications System Designer	57	81,663	-	111,804
0234	Theatre Technician	28	42,231	-	57,819
0281	Ticket Office/Customer Relations Assistant-Visual & Performing Arts Center	28	42,231	-	57,819
0630	Tutorial Services Assistant	35	49,518	-	67,794

The max salary amounts in range include the 10, 15, 20 and 25-year longevity increments.

Effective: July 1, 2016

Board Approved: August 10, 2016

Appendix C: Forms

Information on forms or documents referenced in this agreement and listed below:

- Compensatory Time Off Timesheet
- Employee Request/Authorization for Out of Classification Pay/Temporary Reclassification (P103E)
- LRCEA Grievance Form: This form is available at the LRCEA and Human Resources Offices.
- Report of Job Performance (updated form to be added)
- Request for Reclassification Form (updated form to be added)

LOS RIOS COMMUNITY COLLEGE DISTRICT
Compensatory Time Off (CTO)

TIMESHEET

ARC DO
 CRC FLC
 SCC ETW
 FM

Employee I.D.

--	--	--	--	--	--	--	--

Name: _____
Last First

CTO EARNED		
Month/Year:		
Date Worked	Hours Worked	Hours Converted to straight Time
Total		

(A)

CTO USE		
Month/Yr:		
Straight Time Hours Used		
Date	Hours	
Total		

(B)

CTO USE		
Month/Yr:		
Straight Time Hours Used		
Date	Hours	
Total		

(C)

CTO USE		
Month/Yr:		
Straight Time Hours Used		
Date	Hours	
Total		

(D)

Report Hours at Straight Time

Budget Number	(A)-(B)-(C)-(D) Hours

Employee _____ Date _____

Supervisor _____ Date _____

Admin. **Officer** _____ Date _____
Signature

Admin. **Officer** _____
Print Name

Distribution: White: Payroll Canary: Admin. Officer Pink: Employee Goldenrod: Supervisor

BS#136
 Revised 10/2014

Directions for completing the Compensatory Time Off (CTO) Timesheet:

This form is to be used when the employee plans to take CTO time for overtime worked. If the employee wants to receive payment for overtime worked, the 'Classified Employees Overtime' timesheet should be used.

CTO is to be used or paid in the order earned. So, the hours earned first are used or paid first.

A separate form should be used for each month CTO is *earned*. If CTO is not used within the succeeding three months, the hours are to be submitted to the Administrative Officer for processing.

1. Employee enters Last and First Name, and Employee ID and checks the appropriate location box.
2. **CTO Earned** –
 - Enter month and year CTO is earned.
 - As earned, enter date worked and hours worked.
 - In the 'Hours Converted to Straight Time' column, convert the hours worked to straight time hours by applying the appropriate overtime rate (e.g. 4 hours earned and payable at 1-1/2 times the employee's pay rate would be six 'Hours Converted to Straight Time' (4 hours worked x 1-1/2 overtime rate).
 - Enter a month Total for Hours Worked and Hours Converted to Straight Time.
3. **CTO Use** – to be used for the three months succeeding the month CTO is earned.
 - Enter month and year CTO is used (must be less than three months after CTO earned).
 - Enter Date CTO used and Hours used at Straight Time. Total the hours for the given month.
 - Same information is to be completed for the three months following earning CTO. Use a separate column for each month and follow steps above.

Sample of completed form:

CTO EARNED			CTO USE					
Month/Year: January 2007			Month/Yr: Feb 2007		Month/Yr: March 2007		Month/Yr:	
	Hours		Straight Time Hours Used		Straight Time Hours Used		Straight Time Hours Used	
Date	Hours	Converted to	Date	Hours	Date	Hours	Date	Hours
Worked	Worked	Straight Time						
1/12/2007	4	6	2/9/2007	2	3/6/2007	1		
			2/15/2007	1				
Total	4	6	Total	3	Total	1		

In this example, two hours would be submitted for processing (6 hours earned minus 4 hours used).

4. Complete the information box with the budget number and hours to be paid. Straight time hours need to be reported, not overtime hours. If payment is not required, steps 5 and 6 must still be completed.
5. Signatures are needed as identified, and the form should be dated.
6. **If time is to be paid**, forms need to be submitted to the Administrative Officer by the 25th of the month. **If payment is not required**, forward to the appropriate Administrative Officer with monthly absence report.

BS#136B
Revised 10/2014

LOS RIOS COMMUNITY COLLEGE DISTRICT

Employee Request for Out of Classification Pay

This form is to be used when a classified employee requests out of classification pay. A fully executed copy of this form shall be responded to by the immediate supervisor/administrator within ten working days of receipt of this form. An employee required to work out of his/her classification (i.e., perform duties and assume responsibilities in a classification above or different from those in the job description for the employee's regular job classification) for more than five working days within a fifteen calendar day period shall be paid an increased salary for the entire period of out of classification work. Please refer to your collective bargaining contract for additional information.

This section to be completed by employee

Employee Work Location: _____

Name: _____ (last) _____ (first) _____ (M.I.) Employee ID: _____

Position title for which temporary Out-of-Classification pay is requested: _____

Reason Out-of-Classification pay is being requested (attach additional information if needed):

Effective Dates Requested: From: _____ To: _____

Signed: _____ (Employee) _____ (Date)

1. Upon signing, submit this form to your immediate supervisor/administrator and retain a copy for your record.

This section to be completed by Immediate Supervisor/Administrator

Recommended: **Yes** **No** Date Received by Supervisor/Administrator: _____

Recommended Classification #: _____ Title: _____

Replacement for (if applicable): _____

Effective Dates Recommended: From: _____ To: _____

Signed: _____ Immediate Supervisor/Administrator _____ Date

2. A copy of this form shall be forwarded by the Supervisor/Administrator to the VP Administration or DO/FM Administrative Officer, Human Resources and the Bargaining Unit when the employee submits the request to the immediate supervisor/administrator for approval.

This section to be completed by Vice President of Administration or DO/FM Administrator

Approved: **Yes** **No**

If not approved, Reason: _____

Effective Dates Approved: From: _____ To: _____

Budget # _____

Account	Fund	Department Code	Program	Proj/Grant
---------	------	-----------------	---------	------------

Signed: _____ Vice President of Administration or DO/FM Administrative Officer _____ Date

3. A fully executed copy of this form shall be forwarded by the VP of Administration or DO/FM Administrator to the immediate supervisor/administrator, who will forward a copy to Employee, Bargaining Unit and Human Resources. If approved, prepare P103A and submit to Human Resources.

Los Rios Community College District
LRCEA / District Grievance

Grievant Name: _____ Date Filed: _____

Telephone (home): _____ Telephone (work): _____ Work Location: _____

Address: _____

Issues: _____

Signature: _____

Informal Grievance Procedure
(Section 11.15)

Date: _____

Results: _____

Level I – Immediate Supervisor
(Section 11.16.2)

Date Grievance Filed: _____ With (immediate manager): _____

Article/Sections on which grievance is based: _____

Remedial action requested: _____

Meeting Date (within five days of filing grievance): _____

Meeting Results/Proposed Resolution (due within five days of above meeting): _____

Signed: _____

Attach additional sheets if necessary.

Level II – President / Designee or Chancellor / Designee
(Section 11.16.3)

Appeal Due (within five days of written Level I decision): _____ Date Filed: _____

Filed With: _____

Reason for Appeal: _____

Meeting Date (within ten days of Level II appeal): _____

Meeting Results/Proposed Resolution (due within ten days of above meeting): _____

Signed: _____

Level III – Chancellor / Designee
(Section 11.16.4)

Appeal Due (within five days of written Level II decision): _____ Date Filed: _____

Filed With: _____

Reason for Appeal: _____

Meeting Date (within ten days of Level III appeal): _____

Meeting Results/Proposed Resolution (due within ten days of above meeting): _____

Signed: _____

Attach additional sheets if necessary.

Level VI – Board of Review
(Section 11.16.5)

Appeal Due (within five days of written Level III decision): _____ Date Filed: _____

Filed With: _____

Reason for Appeal: _____

Hearing Date: _____

Decision: _____

Level V – Board of Trustees
(Section 11.16.6)

Appeal Due (within five days of written Level IV decision): _____ Date Filed: _____

Filed With: _____

Board Action Date: _____

Action: _____

General Comments

Date: _____

**Time limits may be waived by mutual written consent (Section 11.8)*

REPORT OF JOB PERFORMANCE

Probationary: First Second Final
Permanent: Annual Special Conditional Bi-Annual

(Last Name) (First Name) (Middle Initial) (Inclusive Dates) To _____

(Title) (Employee ID Number) (Date Probation Ended)

(College) (Work Area) (Supervisor)

This performance evaluation is made to assist employees in their efforts to do a good job. Conclusions based upon this employee's work performance during the period covered by this report are summarized below. This report will be instrumental in determining the permanent status of an employee. The copy the employee receives is an exact duplicate of the copies filed. PLEASE READ THE INSTRUCTIONS ON THE BACK BEFORE COMPLETING.

QUALIFICATIONS FACTORS (Check (x) only those factors which apply to the employee's position.)	
	Commendable Competent Needs to Improve Unacceptable
1. QUALITY OF WORK Consider: a. Job knowledge b. Accuracy c. Neatness d. Thoroughness	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2. QUANTITY OF WORK Consider volume of output and extent to which work schedules are met	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
3. WORK HABITS AND ATTITUDES Consider: a. Dependability b. Punctuality c. Attendance d. Planning and organizing e. Compliance with instructions, rules and regulations f. Ability to work without immediate supervision	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
4. PERSONAL QUALITIES Consider: a. Judgment b. Initiative c. Adaptability to unforeseen and new situations d. Appearance e. Effectiveness under pressure	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
5. RELATIONSHIPS WITH OTHERS Consider: a. Employees b. Students c. Public	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
6. LEADERSHIP ABILITY (if applicable) Consider: a. Leadership b. Fairness and impartiality c. Decision making d. Training and instructing e. Planning and assigning f. Ability to achieve unit workloads	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
8. OVERALL WORK PERFORMANCE (Must be consistent with the factor rating, but there is no prescribed formula for compiling the OVERALL WORK PERFORMANCE rating.)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

- Please note:
- If "Needs to Improve" or "Unacceptable" is checked, please attach documentation.
 - If overall rating is "Needs to Improve" or one factor is "Unacceptable," it shall require documentation of performance assessments as well as meeting with the employee to develop a plan for improvement.
 - If "Commendable" is checked, please comment on why you have given this rating.
 - The employee may have at least two work days to review this Report of Job Performance prior to signing.

I recommend that this employee be granted permanent status. (To be checked only on final report.)

SIGNED (Rater): _____ Title: _____ Date: _____
SIGNED (Reviewing Officer): _____ Date: _____

I have seen this report and agree with the conclusion of the rater. I would like to appeal this report with the administrative officer.*
 In signing this report, I do not necessarily agree with the conclusion of the rater. Employee refused to sign. Rater: _____

SIGNED (Employee): _____ Date: _____

I concur with ratings given by the rater. I do not concur with the ratings given by the rater. New report to be prepared.

Administrative Officer discussed report with employee on _____ SIGNED (Administrative Officer) _____
(Must be different from Reviewing Officer) (Date)

Report of Job Performance Instructions and Information

- A. The overall goal of evaluating the job performance of employees is the improvement of services in support of the educational program of the District. The purpose of the employee evaluation is to reflect the unit member's proficiency in the job; promote self-improvement; identify areas in which the individual is performing satisfactorily, as well as the area where improvement is desirable; and to identify goals and objectives for the ensuing year.
- B. To indicate the rating on any factor, a (x) mark is placed in the appropriate rating column. Please note the definitions of the appropriate rating listed below.
- C. If "Needs to Improve" or "Unacceptable" is checked, please attach documentation.
- D. If overall rating is "Needs to Improve" or one factor is "Unacceptable," it shall require documentation of performance assessments as well as meeting with the employee to develop a plan for improvement.
- E. If "Commendable" is checked, please comment on why you have given this rating.
- F. The employee may have at least two work days to review this Report of Job Performance prior to signing.
- G. If the employee refuses to sign, the rater must indicate this on the Report of Job Performance form.

Definition of Ratings

Commendable	The employee's work consistently and significantly exceeds the standard for this position.
Competent	The employee's work is definitely and consistently satisfactory.
Needs to Improve	The performance of the job is somewhat inadequate to reach the standard required of a competent permanent employee by the end of the probationary period; greater effort or training is needed.
Unacceptable	The performance on the job is very inadequate; special training, reassignment, or separation may be advisable.

LOS RIOS COMMUNITY COLLEGE DISTRICT
REQUEST FOR RECLASSIFICATION

THIS FORM IS TO BE COMPLETED BY INITIATING EMPLOYEE, OR SUPERVISOR.

This form (Request for Reclassification) initiated by employee or supervisor shall be submitted to the appropriate administrative officer. The College/District shall commence investigating the request and make a written recommendation within thirty (30) workdays of its receipt. A copy of the request shall be given to the employee/supervisor and if approved by the administrative officer, the original form shall be forwarded to the District Human Resources Office.

Initiated by: Employee <input type="checkbox"/> or Supervisor <input type="checkbox"/>		Date of Submission: <input style="width: 100px;" type="text"/>
Department: <input style="width: 200px;" type="text"/>		Date to Supervisor/Manager: <input style="width: 150px;" type="text"/>
<input type="checkbox"/> ARC	<input type="checkbox"/> CRC	<input type="checkbox"/> FLC
<input type="checkbox"/> SCC	<input type="checkbox"/> Other	<input style="width: 200px;" type="text"/>
Employee Name: <input style="width: 200px;" type="text"/>		Employee ID: <input style="width: 80px;" type="text"/>
No. of months worked per year: <input style="width: 80px;" type="text"/>	No. of hours worked per day: <input style="width: 100px;" type="text"/>	
Current Position: <input style="width: 200px;" type="text"/>	Proposed Position: <input style="width: 200px;" type="text"/>	
Length of time on current job: <input style="width: 30px;" type="text"/> / <input style="width: 30px;" type="text"/>	Length of time with District: <input style="width: 30px;" type="text"/> / <input style="width: 30px;" type="text"/>	
<small>Years Months</small>	<small>Years Months</small>	

Please use additional paper if needed.

1. Detail very specifically the ways in which existing or proposed duties and responsibilities of the position exceed the duties and responsibilities outlined in the job description for this position.

2. Is the employee performing these duties now? Has the employee been temporarily reclassified to this position? If so, how long? What percentage of time?

3. Have these duties been assigned? Yes No
If yes:

(A) When?

(B) By whom?

4. Provide rationale for recommending/not recommending this reclassification and any additional information that will assist in evaluating this request.

5. Please indicate what budgetary implications must be considered if this request were to be granted or denied.

6. Attach a copy of the current job description and a copy of the job description under which you believe the additional duties and responsibilities fall. Highlight areas of increased responsibility.

Initiator's Signature: _____

SIGNATURE PAGE

Recommendation: Approved <input type="checkbox"/> Denied <input type="checkbox"/>	
_____ Supervisor/Manager	_____ Date
Recommendation: Approved <input type="checkbox"/> Denied <input type="checkbox"/>	
_____ Vice President of Administration/Associate Vice Chancellor	_____ Date
Recommendation: Approved <input type="checkbox"/> Denied <input type="checkbox"/>	
_____ President/Vice Chancellor	_____ Date

Please Note: Once approved by Chancellor's Executive Staff, the Request for Reclassification will be placed on the Agenda to the Board of Trustees. Once approved by the Board of Trustees, then the Request for Reclassification will be processed for salary adjustment effective on the date the employee submits a completed Request for Reclassification form to his or her immediate supervisor, or the date the immediate supervisor initiates a Request for Reclassification, whichever is earlier.

cc: Appropriate Deans/Vice Chancellor/Director
 President/Executive Vice Chancellor
 Classified Manager
 Department Manager

Analysis
Request for Reclassification

Employee _____ Date of Request _____

Current Classification _____

Proposed Classification _____

List the major job duties currently assigned to the employee in order of responsibility (Item 1 being the duty that requires the most responsibility). List the approximate percentage of time spent performing each duty. *Identify with an asterisk those duties that are not in the current job description (Use additional pages if needed.)	Percentage of time
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____

After an analysis of the above request, I support cannot support the request for these reasons:

Immediate Supervisor (Signature)/Manager Date

Appendix D: Staff Development Leave

Memorandum of Understanding, LRCEA

Staff Development

Fiscal Year 2012-13

LOS RIOS COMMUNITY COLLEGE DISTRICT Memorandum of Understanding LRCEA

This MOU addresses the carryover of staff development funds.

Background

Per Section 16.1.1 of the 2011-14 agreement, each spring *“the District and LRCEA shall meet to review the projected balance of staff development funds both from prior years and the current year allocation from unused staff development leaves related to the LRCEA Staff Development Program described in Article 7 of this Agreement to determine whether the full amount shall be carried forward or re-directed to support other unit costs”*

For 2012-13, the balance from the 2011-12 allocation for leaves was combined with the balance remaining from the \$84,716 that was carried forward from the 2010-11 year to support other staff development activities for a total of \$92,085.

As of May 31st, only \$21,505 has been expended from the \$92,085. In addition, only one full and one partial leave was requested during 2012-13. The leave is intended to cover three full semester leaves at 85% of salary and so a majority of the allocation will not be used. The District has asked the unit to automatically allow funds in excess of \$84,716 to be directed toward supporting the unit’s compensation.

To restate, the District requests the contract be modified so that no more than \$84,716 be carried forward from the prior year for other staff development activities. The District will continue to appropriate \$84,716 each year for staff development leaves for LRCEA unit members as defined in the contract. The source of the \$84,716 carryover will be the balance remaining from the carryover allocation plus any remaining funds from the annual leave appropriation. Any amount in excess of the \$84,716 will be included as a unit specific resource (one-time only) in the annual compensation calculation.

Summary of Recommendation

- a) First, establish the maximum amount to be carried over for staff development activities at \$84,716.
- b) Then each year, designate remaining funds from the prior year’s carryover and the current year’s leave allocation to be carried over to the following year up to the maximum of \$84,716.
- c) Lastly, direct any remaining (excess) funds from the leaves/allocation to the LRCEA compensation calculation as a one-time source of funds.

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