

**Service Employees International Union (SEIU) Local 1021  
and  
Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations**

**12/19/25 SEIU Response to  
3/26/25 District Counter Proposal to  
9/30/24 Union Proposal #4**

## Article 2: Union Rights

### 2.1 Union Meetings

All union organized meetings will be conducted by unit members or union officials outside established work hours as defined in Article 7 herein, and will be conducted in places other than District property, except when: (a) an authorized Union representative obtains advance permission from the administrative representative regarding the specific time, place and type of activity to be conducted; (b) the administrative representative can verify that such requested activities and use of facilities will not interfere with other employees, with school programs and/or with the duties of unit members as defined in board policy; and (c) the Union pays in advance a reasonable fee for expenses related to utilities, security, clean-up and any unusual wear or damage. (See Administrative Regulation 1412.) If the meeting pertains to rights under the **Educational Employees Relations Redda Act**, there will be no charge; however, if the meeting is for any other reason, a facility use fee will be charged. The Union will complete a Facilities' Use Form according to District regulations if District facilities are used.

### 2.2 Union Notices and Mailings

2.2.1 The Union may use the college mailboxes and SEIU 1021 communication board spaces designated by the administrative representative subject to the following conditions: (a) all postings for SEIU 1021 communication boards or items for college mailboxes must contain the date of posting or distribution and the identification of the organization, together with a designated authorization by the Union field representative; (b) a copy of such postings or distributions must be delivered to the administrative officer at the same time as posting or distribution; and (c) the Union will not post or distribute information which is derogatory or defamatory of the District or its personnel and such documents are subject to the immediate removal by the District.

**Service Employees International Union (SEIU) Local 1021  
and  
Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations**

**12/19/25 SEIU Response to  
3/26/25 District Counter Proposal to  
9/30/24 Union Proposal #4**

- 2.2.2 The Union may use the established District email system in a reasonable manner to communicate with Union members and District administration. Such usage is subject to District policies and regulations related to computer use and related privacy expectations for such use. Use of District email for Union business shall not interfere with regular District business conducted with the email system. ~~Use of the District email system does not ensure that~~ aAll members will have access to a District personal-computer or a and a District assigned individual email account.
- 2.2.3 The Union may use inter-district mail service to distribute Union notices to shop stewards and communicate with District administration. The District will establish a mailbox for SEIU, Local 1021, to be located at the District Office. The District mail courier will transport mail addressed to various SEIU officers or representatives during the normal District courier route which includes all colleges and some satellite locations. The type of mail to be delivered will be for District or Union business purposes only. The District courier will only transport items that are placed in inter-office envelopes.

2.3 **New Employee Orientation (NEO)/ Information to the Union**

- 2.3.1 The SEIU union staff and SEIU Chapter President shall be forwarded ed one (1) copy of the complete public agenda of the Los Rios Board of Trustees for the purpose of notification of new positions, resignations, retirements and reassignments and notices of advertisement of vacant positions.

**Service Employees International Union (SEIU) Local 1021  
and  
Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations**

**12/19/25 SEIU Response to  
3/26/25 District Counter Proposal to  
9/30/24 Union Proposal #4**

- 2.3.2 SEIU/District Joint Labor Management Committee. A joint committee comprised of the SEIU members and District management representatives shall be established to meet and confer **monthly** quarterly on matters of mutual interest during the term of this Agreement. If determined by the needs of the committee, additional meetings may be called when mutually agreed upon. The committee shall be comprised of the SEIU elected board members and chaired by the Associate Vice Chancellor of Human Resources or designee, and the **Executive Vice Chancellor of Finance and Administration.** ~~Upon request, 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.~~ **In the event if** no items are identified for discussion prior to the meeting, the chair will notify the committee of the meeting cancellation. When it is mutually agreed upon in advance, a subject matter expert may attend.
- 2.3.3 **Monthly Quarterly** the District shall provide the Union with information on employees in the unit that includes:
1. **Employee ID**
  2. First/**Middle**/Last Name (**separate fields for first, middle, last**)
  3. Service/Seniority Date
  4. **Hire date**
  5. Job Code
  6. Job Title
  7. Status (**Active, On Leave, etc**)
  8. **Job Type (9,10, 11, 12 month) FT, PT, TEMP, As Needed, Substitute)**
  9. FTE
  10. Pay **Rate** Grade & Step
  11. **Pay Step**
  12. Location
  13. Department
  14. Work Email **Address**
  15. Personal Email **Address if available**
  16. **Home Address (separate fields)for address, city, state/zip Code**
  17. Work Schedule (**days and hours**)
  18. Work Phone number if available
  19. Cell Phone number if available
  20. Home phone if available
  21. **Last Paid Date or Hours worked in most recent pay period**
  22. **Hours worked YTD and/or Fiscal YTD**

Service Employees International Union (SEIU) Local 1021  
and  
Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations

**12/19/25 SEIU Response to**  
**3/26/25 District Counter Proposal to**  
**9/30/24 Union Proposal #4**

**23. Shift (including days & hours)**

In addition, information identified above will be provided **within ten (10) days** **monthly** for newly hired employees. The Union may update the employee list during the year by use of Board of Trustees minutes provided with the Board agenda. If additional information is requested, the Union will pay the actual costs incurred by the District to provide such information.

**Data files shall be sent to [data@seiu1021.org](mailto:data@seiu1021.org) and the SEIU representative. Excel format is preferred. Delimited or other formats are also acceptable if necessary.**

**Prior to filing an unfair practice charge for a violation of Section 3558, the union must provide the employer with a written notice of the specific violation. If the written notice concerns an inaccurate or incomplete list of employees' contact information, the employer then has 20 days to cure the alleged violation by providing the union with an accurate and complete list. If the employer does not cure the violation within 20 days, the union may file an unfair practice charge with PERB for that violation. An employer who fails to cure a noticed violation within 20 days will be subject to civil penalties up to \$10,000. The exact amount of the penalty imposed will be determined by PERB and will take into consideration the employer's annual budget, severity of the violation, and prior history of violations. The civil penalties are paid to the State General Fund. In addition to civil penalties, PERB will also award a prevailing party attorneys' fees and costs that accrue from the inception of proceedings before the Board's Division of Administrative Law until final disposition of the unfair practice charge.**

Service Employees International Union (SEIU) Local 1021  
and  
Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations

**12/19/25 SEIU Response to  
3/26/25 District Counter Proposal to  
9/30/24 Union Proposal #4**

2.3.3.1 **In-Person Union Orientation On-Boarding Meetings**

**The Union shall be provided access to** ~~The District agrees that each newly hired employee shall participate in~~ **for** an on-boarding meeting(s), as small as one individual, **no later than** ~~within the first~~ **thirty (30)** ~~seven (7)~~ calendar days from date of hire ~~during regular working hours and onsite without loss in compensation or~~ **before and after regular working hours and with compensation.**

- 2.3.3.1.1 Each newly hired employee, as part of her or his **their** ~~pre-employment orientation~~ **pre-employment orientation** ~~on-boarding meeting(s),~~ shall be encouraged to attend a one (1) hour **orientation** session, conducted by the Union, **during** at ~~the start of any~~ **pre-employment orientation** ~~on-boarding meeting~~ **or at a time decided by mutual agreement of the Union and the District.** **The District shall notify the union ten (10) calendar days in advance of any onboarding or pre-employment orientation.** ~~and~~ **The District shall send an electronic list of participant(s) at least forty-eight (48) hours in advance of the on-boarding/orientation meeting, to include the name; job title; department; work location; work, home, and personal cell phone numbers; and personal email on file with the employer., and home address of newly hired employees.** ~~When an unforeseen urgent operational need exists, meeting notice and attendee information will be provided at the earliest possible opportunity.~~

Service Employees International Union (SEIU) Local 1021  
and  
Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations

**12/19/25 SEIU Response to  
3/26/25 District Counter Proposal to  
9/30/24 Union Proposal #4**

**2.3.3.1.2** In lieu of meeting with new employees during the pre-employment orientation, the Union shall be entitled to coordinate with the employee's supervisor an in-person optional meeting for up to one (1) hour with the new employee at the worksite during regular working hours and onsite without loss in compensation. New employees hired at Facilities Management may be available to meet with an SEIU representative for Union orientation at the end of the first monthly Facilities Management Safety Meeting they attend.

~~2.3.3.1.3~~ Notification of Union orientation to employees shall be made by the District.

2.3.3.1.3 Union designee(s), including, but not limited to, Union representative, officers, stewards, and members, shall conduct the sessions covered under this agreement.

~~2.3.3.1.4~~ Release Time  
The District shall grant Union designee(s) release time, including reasonable time for travel and set up, without loss in compensation to conduct any sessions, meetings, and trainings covered by this agreement. The optional Union portion of any on-boarding sessions with new employees identified in this section 2.3.3.1 above.

~~2.3.3.2~~ Meeting with Union Designee(s)

**Service Employees International Union (SEIU) Local 1021  
and  
Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations**

**12/19/25 SEIU Response to  
3/26/25 District Counter Proposal to  
9/30/24 Union Proposal #4**

**Any employee who misses their scheduled orientation will be notified and required to attend a make-up attendance date in coordination with the supervisor. The makeup attendance date shall be scheduled within ten (10) calendar days of the initial missed orientation.**  
Newly hired employees shall be granted one hour of release time without loss in compensation to meet with the Union designee(s) during regular working hours or **before/after regular working hours with compensation** and onsite, to complete the optional Union **orientation** portion of the on-boarding meeting identified in Section 2.3.3.1 above.

2.3.3.2 **Neutrality**

The District representatives shall be absent from the room during any sessions, meetings, or trainings, conducted by the Union, with Newly Hired Employees.

2.3.3.3 **Facility and Resource Access**

The Union shall have a right to access and use the District's facilities and audio-visual equipment to conduct sessions and separate meetings with newly hired employees.

2.3.3.4 For employees with a written request to not release personal contact information on file with Human Resources prior to July 1, 2014, home address and telephone numbers will not be included in information provided to the union.

2.3.4 The District shall provide the Union staff with copies of all changes to the Board Policies and Regulations **and an opportunity to negotiate over changes in working conditions.** LRCCD Policies and Administrative Regulations are available online at <http://www.losrios.edu/legal/>.

2.3.5 Within five (5) working days after each payroll distribution date, the District shall forward to the Union all union dues and fees voluntarily withheld as a payroll deduction from unit members.

**Service Employees International Union (SEIU) Local 1021  
and  
Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations**

**12/19/25 SEIU Response to  
3/26/25 District Counter Proposal to  
9/30/24 Union Proposal #4**

- 2.3.6 The District shall provide other information that the Union has a legal right to access in accordance with the Public Records Act and within a time frame that is mutually agreed to between the Union and District. compensation. **SB270 provides penalties for not providing required information.**

## 2.4. Union Representation

When a person is hired by the District in a position represented by SEIU, Local 1021, the new employee shall be informed that the Union is the recognized bargaining representative. **Access to an electronic** copy of this Agreement, the current salary schedule and a list of all job classifications represented by SEIU, Local 1021, shall be provided to the new employee and **printed copies sent upon request.** The new employee shall also be given the current Union form authorizing a voluntary payroll deduction.

**New eEmployees hired at Facilities Management will be provided the opportunity to collectively discuss worksite issues for 30 minutes meet with an SEIU representative present at the end of the first monthly Facilities Management Safety Meeting they attend. Management shall not be present during this meeting in order to foster open dialogue between employees without fear of retribution.**

## 2.5 Union Stewards

- 2.5.1 The Union may maintain positions of shop stewards to assist employees in the review of potential grievance issues, processing of grievances and disciplinary appeals and participating in a meeting with the aggrieved employee and management. SEIU will assume responsibility to train their stewards.
- 2.5.1.1 Stewards shall not leave their work location for grievance processing purposes or potential grievance issues without the prior approval of their immediate supervisor or the first level manager. Such meetings shall be scheduled with the aggrieved employee to both respond in a timely manner to the member and at a time which does not have an adverse impact on the daily operational responsibilities of the steward.

**Service Employees International Union (SEIU) Local 1021  
and  
Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations**

**12/19/25 SEIU Response to  
3/26/25 District Counter Proposal to  
9/30/24 Union Proposal #4**

- 2.5.1.2 A steward who wishes to be released from work for the purpose of investigating a grievance, potential grievance or for reasonable preparation time with an aggrieved employee prior to a session with management shall request such release time from **their** his/her immediate supervisor or first level manager for an agreed upon specific length of time in order to complete the investigation.
- 2.5.1.3 Whenever possible, requests for such release time shall occur at least twenty-four (24) hours in advance and the steward's immediate supervisor or the first level manager shall be informed of the location of such meetings and the name of the aggrieved or potentially aggrieved employee. In addition, the steward may discuss the nature of the employee's issue or the potential grievance issue with the steward's immediate supervisor or the first level manager if, in the opinion of the steward, the resolution to the employee's issue may be facilitated.
- 2.5.2 The steward ~~may~~ **shall** be present at all levels of the grievance procedure if requested by the employee and will receive release time from work if required to be present during hearings. Stewards should make every effort to notify **their** his/her immediate supervisor or first level manager twenty-four (24) hours in advance when asked to represent another employee at a grievance hearing.
- 2.5.2.1 In addition, a representative employed by the Union may be present at the hearings. At each level of the grievance procedure, one steward or appropriate chief steward may be present
- 2.5.3 Shop stewards appointed and/or elected by the Union shall be limited to the following: one steward for the day shift at each campus; one steward for the swing shift at each campus; one steward for the graveyard shift at each campus; and a chief steward at each campus. There may be two chief stewards, one for Police Department officers and one for non-police employees. Facilities Management and District Police operations may each be represented by one steward per shift, districtwide. During the grievance procedure, one (1) steward only may represent the employee in the grievance at the employee's request, except as provided in the previous paragraph.

**Service Employees International Union (SEIU) Local 1021  
and  
Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations**

**12/19/25 SEIU Response to  
3/26/25 District Counter Proposal to  
9/30/24 Union Proposal #4**

- 2.5.4 As provided in Section 2.2, the Union may post at each District location the name(s) and related identification of the employee(s) holding the position of steward in order to accommodate member contact with such steward. Stewards will not conduct any Union business or other Union activities on District work time unless they have prior authorization from the immediate supervisor and/or site administrator.
- 2.5.5 The Union will provide the Director of Human Resources, with the names, position titles, and work location of all stewards within one (1) week of selection.

## 2.6 Successor Agreement

- 2.6.1 The District shall be responsible for the printing of this Agreement and have one copy of this Agreement available for distribution to all bargaining unit members upon request per bargaining cycle, as soon as practicable after contract ratification. ~~A copy shall be provided to each new member at the time of initial employment.~~ The Agreement will be posted ~~within~~ on the District's web site.
- 2.6.2 Within three (3) ~~six (6)~~ months after ratification of the contract, SEIU, Local 1021, and the District shall co-sponsor a training session covering any contract changes for stewards, unit members, immediate supervisors of unit members, managers and other District employees who could benefit from such training. The specific agenda or components of the training session shall be established to mutually benefit SEIU members, District managers, supervisors and other interested staff. In addition to a general training for the provisions of this contract, specific areas which may require further clarification may be requested at any time ~~with participants relate to: a) Leaves; b) Use of district safety form and process.~~

## 2.7 Unit Member Access

**Service Employees International Union (SEIU) Local 1021  
and  
Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations**

**12/19/25 SEIU Response to  
3/26/25 District Counter Proposal to  
9/30/24 Union Proposal #4**

Union staff or the SEIU, Local 1021, field representative shall have access to unit members at reasonable times as long as such access does not delay or interfere with the educational process or the efficient operations of the District. Meetings may be held in an appropriate area on District premises which does not disrupt the work environment or interfere with the work of other employees.

- 2.7.1 The SEIU field representative shall be permitted to transact official Union business throughout the District as necessary in the performance of union responsibilities to members of the bargaining unit. Upon arrival at the worksite, the field representative agrees to notify the employee's first level manager-of his/her **their** presence.

## 2.9 Release Time for Bargaining Committee and Chapter Officers

- 2.9.1 The Union may designate up to five (5) members of the Blue Collar unit to serve on the negotiating team for successor agreements. The District will grant reasonable release time for the five (5) such members of the unit for at-table contract negotiations. ~~When it is mutually agreed upon that discussions would benefit from a subject matter expert in the topic under discussion, one subject matter expert may be added to at-table contract negotiations during the issue under discussion,~~ **with 24 hours' advance notice.**
- 2.9.2 During the period when at-table negotiation meetings between the District and Union are scheduled, **two (2) hours up to five (5) hours** per week of release time from work may be used by a negotiating team member in preparation of such contract negotiation meetings.
- 2.9.3 The team member's release time is subject to the approval of the employee's immediate supervisor or first level manager and such leave shall not be granted if the schedule interferes with the efficient operations of the District.
- 2.9.4 By mutual agreement, bargaining sessions may be rotated from mornings to afternoons to accommodate employees on different shifts.
- 2.9.5 Release Time for Chapter Officers

**Service Employees International Union (SEIU) Local 1021  
and  
Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations**

**12/19/25 SEIU Response to  
3/26/25 District Counter Proposal to  
9/30/24 Union Proposal #4**

The District shall grant to SEIU, Local 1021, five (5) hours of release time per week for elected officers of SEIU, Local 1021, for business exclusive of that release time granted under Government Code 3543.1, and any meeting called by management that the SEIU, Local 1021, officers are required to attend. This release time shall not be cumulative from week to week.

**2.9.6 Once a year, bargaining unit employees shall be released eight (8) hours to attend a classified retreat without loss of pay or benefits. The Union shall determine the agenda of the classified retreat. Management shall not be present at the classified retreat**

Tentatively Agreed:

For LRCCD

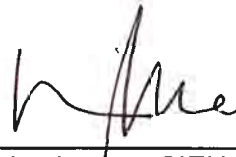


Mario Rodriguez,  
Executive Vice Chancellor

For SEIU Local 1021



Chris Elliott, President



Jessica Inouye, SIEU Local 1021

**Service Employees International Union (SEIU) Local 1021  
and Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations**

**10/6/25 – Union’s Response to District’s 10/6/25 Counter**

**Article 6: Personnel Policies**

**6.1 Performance Evaluation**

6.1.1 The evaluation of Los Rios Community College District employees has as a related primary goal the ongoing improvement of services in support of the District’s mission as a deliverer of educational programs to the public. In addition, the performance evaluation is intended to provide the employee with reasonable notification relating to their~~her/his~~ quality and quantity of job-related performance.

6.1.1.1 Under normal circumstances, permanent employees shall have a performance evaluation on an annual (every twelve months) basis ~~typically on the anniversary of the employment start date.~~ **After the probationary period ends, employees shall receive an annual Report of Performance.** Employees receiving an overall rating of “competent” or “commendable” on their **annual** Report of Performance ~~for the first two (2) years of employment,~~ will be evaluated **every two years** ~~biennial~~ thereafter.

6.1.1.2 ~~Under normal circumstances,~~ **With the exception of full-time police officers,** probationary employees shall be evaluated at the end of the **second and** fourth, ~~the eighth and the eleventh~~ months of employment. The final performance evaluation under probationary status will carry a recommendation regarding **permanent** ~~subsequent~~ status for the employee. Police officers shall serve a probationary period of not less than one year of paid service from their date of appointment to that full-time position, and shall be evaluated the fourth, eighth and eleventh months. The final performance evaluation will carry a recommendation regarding permanent status **for the employee.** (Education Code 88013.)

6.1.1.3 Performance evaluations may be made more frequently if deemed advisable by the administrative officer.

6.1.2 The primary evaluator and the employee shall meet to discuss the specifics of the evaluation. One copy of the evaluation **signed by the evaluator and reviewing officer** is to be given to the employee at this meeting and another copy is to be placed in the employee’s ~~record~~ **personnel file.** The primary evaluator must have first-hand knowledge of the employee’s performance or consult with the head or lead person who does have first-hand knowledge.

6.1.2.1 Where performance problems have been identified in the evaluation by a “Needs to Improve” or “Unacceptable,” the evaluation will be accompanied by a work plan for improvement and documentation

**Service Employees International Union (SEIU) Local 1021  
and Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations**

**10/6/25 – Union’s Response to District’s 10/6/25 Counter**

illustrating the basis of the problem for the identified items. The employee shall have the right to respond in writing to comments on the evaluation and to attach that written response to the evaluation.

- 6.1.3 A permanent employee may appeal ~~their~~her/his evaluation through administrative channels by submitting **to the appropriate administrative officer** a written notice within ten (10) **workdays** of the date of the review **with the primary evaluator**, ~~to the appropriate administrative officer.~~
- 6.1.4 An employee may have a Union representative present when meeting with management representatives during evaluation appeal meetings.
- 6.1.5 Once the evaluation has been reviewed with the administrative officer (Section 6.1.3), the employee or the administrative officer, separately or jointly, may request that the appropriate College President/Vice Chancellor (or designee) review the evaluation.
- 6.1.6 Nothing in this article shall be construed to mean that performance criteria or the evaluator's judgment regarding the quality or quantity of job performance or a unit member shall be subject to the grievance procedure of this contract. Compliance with the performance evaluation procedure is, however, a matter subject to the grievance procedure.

**6.1.7 A joint SEIU/District subcommittee shall meet starting immediately after ratification in fall 2024 to determine revisions to the Report of Job Performance evaluation form to reflect regulatory changes requiring the inclusion of DEIA principles in community college evaluation processes per California Code of Regulations outlined in Section 53602, to be completed as soon as administratively feasible by the end of the fall 2024 semester.**

**6.2 Earning a Service Increment**

On the anniversary date, a regular employee will be advanced to the next higher step of the salary range assigned to ~~their~~his/her position classification until the top step of the range is reached. Earning a service increment is dependent upon two conditions: (a) The employee must have served seventy-five percent (75%) of the required working days; i.e., **for a 12 month employee**, 195 working days including holidays, paid sick leave, vacation, and other paid absences or leaves; (b) the employee's report of performance evaluation must show an overall rating of "competent" or better. If the overall rating is less than "competent," the employee will be evaluated on an annual basis, and the evaluation will be accompanied by a work plan for improvement and documentation illustrating the basis of the problem for the identified items per section 6.1.2.1.

**6.3 Probationary Period**

Each employee appointed to a regular position shall become permanent in this position only after having served a successful probationary period of ~~six~~twelve (12) months **or**

**Service Employees International Union (SEIU) Local 1021  
and Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations**

**10/6/25 – Union’s Response to District’s 10/6/25 Counter**

**130 days of paid service, whichever is longer. Full-time peace officers shall serve in a probationary status for a period not less than one year from their date of appointment to that full-time position (Education Code 88120).** At designated times during the probationary period **as described in section 6.1.1.2**, the performance of the employee shall be reviewed by those having the responsibility for recommending permanent status. ~~If during the probationary period, the employee's absences for whatever reason exceed twenty (20) consecutive days, the probationary period shall be extended on a day-to-day basis until an opportunity to observe the employee has been provided for a full year.~~

6.3.1 A unit member in a probationary status has no District appeal rights regarding disciplinary proceedings.

**6.4 Transfers**

6.4.1 Definitions

6.4.1.1 A voluntary transfer is one which is initiated by the employee and involves the assignment of an employee to another position at a different work location within the District.

6.4.1.2 An administrative transfer is one which is initiated by the District and involves the assignment of an employee to another position at a different work location within the District.(LRCCD Board Regulation R-6133)

6.4.1.3 A reassignment is the assignment of an employee to another position within the work location.

6.4.1.4 For purposes of this section, work location means: (1) American River College and all satellites, (2) Cosumnes River College and all satellites; (3) Sacramento City College and all satellites (4) the District Office/ Ethan Way /Facilities Management; (5) Folsom Lake College and all satellites.

6.4.1.5 For purposes of this section, operating unit is any department/division within a work location.

6.4.1.6 A vacancy is any bargaining unit position that the District intends to fill. The District will make every effort to fill a vacancy as soon as possible.

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

**Service Employees International Union (SEIU) Local 1021  
and Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations**

**10/6/25 – Union’s Response to District’s 10/6/25 Counter**

Union which upon written request to the District will meet and confer over the negotiable effects of proposed changes prior to any implementation. SEIU shall identify any negotiable effects in its request to meet and confer.

6.4.2 Employee Initiated - Lateral Transfer (non-LRPD employees)

When a new vacancy occurs, the District will ~~in good faith~~ consider the lateral transfer of employees serving in the same job classification in the District.

- 6.4.2.1 When **any SEIU** a position becomes vacant, the District shall notify unit members within the same job classification by email. Custodial vacancies will also be posted on work site bulletin boards, in the manner agreed between SEIU and the District, for not less than seven (7) working days at all work locations ~~prior to advertising externally.~~
- 6.4.2.2 Any permanent employee in the same job classification may apply for a lateral transfer by completing an updated **online** application ~~for the position~~ **transfer form with the Human Resources Department** by the closing of the ~~seventh working day of the internal job posting period.~~ Criteria for ~~approval of a transfer request~~ shall be based on experience, seniority, demonstrated job skills, **and** past evaluations on file which were made within thirty-six (36) months of the date of the transfer **submission request**, ~~and demonstrated special skills if appropriate for the job.~~
- 6.4.2.3 The District will ensure that at least three (3) of those referred interview candidates are the most senior eligible District employees. In any case where there are less than three (3) eligible District employees applying for the position, all eligible District employees shall be referred for interview.
- 6.4.2.4 The qualified unit member(s) as identified in Section 6.4.2.3 will be guaranteed an interview by the college or location. Equal opportunity for advancement shall be extended to all qualified employees of the District.
- 6.4.2.5 If none of the voluntary transfer applicants 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 another interview.

6.4.3 Administratively Initiated Transfers

The District will follow applicable provisions of the Education Code or other applicable law when instituting a permanent transfer or reassignment of an employee covered by this Agreement. The employee will be given ten (10)

**Service Employees International Union (SEIU) Local 1021  
and Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations**

**10/6/25 – Union’s Response to District’s 10/6/25 Counter**

working days’ written notice for transfer to another work location and twenty-four (24) hours’ notice for reassignment within a work location. Temporary transfers and reassignments will require no written notice. 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.

6.4.3.1 *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.

6.4.4 *Vacancies*

When the District decides to fill a vacancy in the classes covered by this Agreement, it will be announced to the classified staff for a minimum of ten (10) working days and posted in designated places frequented by unit members.

6.5 **Promotions**

6.5.1 *Definitions*

6.5.1.1 *Promotion* - A reassignment from a position in one class to an open position in another class having a higher salary range.

6.5.1.2 *Conditional Status* - The employment status accorded a permanent employee who is reassigned to a new position through promotion and who is required to serve a conditional period of six (6) months, **or one (1) year for a full-time police officer**. A unit member who has completed **their probationary period** ~~one (1) full year with the District including extensions provided under Section 6.3~~ and is subsequently serving a conditional period retains all employment rights granted to permanent employees.

6.5.2 *Length of Service*

6.5.2.1 The District agrees to consider length of service with the District as one of the considerations in promotion. Length of service shall not necessarily be determinative in promotion.

6.5.2.2 In the event an opening occurs, employees within the District will be given consideration for promotion.

6.5.2.3 Providing that the applicants meet the **position** announcement minimum qualifications, bargaining unit members will be granted interviews as follows:

**Service Employees International Union (SEIU) Local 1021  
and Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations**

**10/6/25 – Union’s Response to District’s 10/6/25 Counter**

- a) If the number of qualified bargaining unit members who apply is three (3) or less, then each qualified bargaining unit applicant will be scheduled for the interview process.
- b) If the number of qualified bargaining unit members who apply is four (4) or more, then at least the three (3) most qualified based upon screening of their applications shall be scheduled for interview.

6.5.3 Applying for Promotional Opening

6.5.3.1 *Eligibility* - An employee wishing to be considered for a promotional position will need to meet these requirements:

- a) Fulfill the qualifications as listed in the position specification. ~~If the skill requirements of the promotional position exceed those associated with the position currently held, the employee will need to pass skill tests at the stipulated level for the promotional position.~~
- b) Show satisfactory performance in the currently held position. The last performance evaluation must show an overall rating of “competent”.

6.5.3.2 *Procedure*

- a) The employee shall **complete an application for** ~~notify the Human Resources Office in writing of his/her interest in the open position by the deadline indicated in the job posting announcement. The employee shall file an application for the open position with the Human Resources Office prior to the deadline.~~
- b) Eligible employees expressing an interest in the open position may be scheduled for interviews at the location having a promotional opening.
- c) Employees will be notified in writing regarding the outcome of the employment interviews. Every effort will be made to notify employees not selected for a position as soon as possible after the selected candidate has accepted the offer of employment.

6.5.4 Employment Status for Lateral and Promotional Transfers/Reassignments

6.5.4.1 When an employee who has completed a probationary period with

**Service Employees International Union (SEIU) Local 1021  
and Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations**

**10/6/25 – Union’s Response to District’s 10/6/25 Counter**

the District receives a lateral or promotional transfer/reassignment, ~~they~~he/she shall serve in a conditional (probationary) period (per section 6.5.1.2) of six (6) months in the new assignment. In the event the employee's performance is unsatisfactory in the new position during this period, the individual shall be entitled to reinstatement to the former position where ~~they~~ he/she held permanent, satisfactory status or to a position in the same classification, even if this results in a layoff of the least senior person in this classification.

6.5.4.2 When such an employee is returned to ~~their~~his/her previous classification, the unit member will be placed on the appropriate range at the step previously held. However, no credit towards a step increment will be earned while in the lateral or promotional position, if the unit member is returned to the former position.

**6.6 Demotion**

6.6.1 Definition

6.6.1.1 *Demotion* - A reassignment from a position in one class to a position in another class having a lower salary range.

6.6.1.2 *Voluntary Demotion* - Reassignment to a lower position class based upon the employee's request and administrative approval.

6.6.2 Purpose

6.6.2.1 The demotion of a classified employee shall be for the purpose of (1) providing the best possible support services for the educational program, or (2) assisting an employee to make necessary adjustments in the responsibility level of ~~their~~his/her work.

6.6.2.2 An employee will be notified by the Human Resources Office at least fifteen (15) days in advance of Board action that a recommendation for demotion has been made.

6.6.3 Reassignment of Employee to Position with a Lower Salary Range

6.6.3.1 The Governing Board may, upon the recommendation of the Chancellor (or designee), reassign an employee to a class having a lower salary range. An action of this type will result from a performance evaluation report and other documentary evidence of the employee's inability to perform satisfactorily (administrative demotion).

6.6.3.2 An employee may request to be considered for a position in a class

**Service Employees International Union (SEIU) Local 1021  
and Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations**

**10/6/25 – Union's Response to District's 10/6/25 Counter**

having a lower salary range (voluntary demotion).

6.6.3.3 When an employee is reassigned to a regular position at a lower salary range, the person will be assigned to the appropriate range and step nearest the person's present rate of pay without exceeding it. In no case will the person's salary exceed the last step of the appropriate range. This is applicable to voluntary/administrative demotion as well as a demotion resulting from reduction in force. (This section does not apply to unit members who have been reinstated into a previously held position because of unsatisfactory performance in a lateral or promotional transfer/reassignment. See Section 6.5.4.2.)

6.6.4 Employment Status

6.6.4.1 An administrative demotion will not require the service of a conditional or new probationary period.

6.6.4.2 A voluntary demotion will not require the service of a conditional (probationary) period provided the employee has received an overall rating of "competent" or above on theirhis/her last evaluation. An employee who has not completed theira one-year probationary period with the District will serve the remainder of theirhis/her initial probationary period in the newly assigned position.

6.6.4.3 Any employee who relinquishes permanency through voluntary demotion becomes subject to termination on the same basis as other probationary employees, if theyshe/he hases not completed theira one-year probationary period with the District.

6.7 **Layoff**

The District agrees to lay off unit employees or reduce hours of unit members only when the Board determines there is a lack of work and/or a lack of funds. The determination of which positions are affected isare reserved to the District. The District agrees to comply with provisions of the Education Code and District rules and regulations regarding layoff as contained in Article 17 of this contract.

6.8 **Discipline Process**

The parties recognize that disciplinary actions shall be progressive in nature if they are to correct the conduct of a unit member. The District agrees to follow a course of progressive discipline. It is understood, however, that progressive discipline does not follow any specific sequence of disciplinary actions and that major offenses will be cause for severe disciplinary actions.

When the District commences the investigation of an employee in the bargaining unit to

**Service Employees International Union (SEIU) Local 1021  
and Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations**

**10/6/25 – Union’s Response to District’s 10/6/25 Counter**

determine whether or not discipline should be imposed on such employee, it shall immediately notify SEIU, Local 1021, in writing of the investigation, including the purpose of the investigation and the reason(s) therefore, including any allegations and charges made against the employee being investigated.

Along with placing an SEIU 1021 Represented Employee on administrative leave, or as soon as practicable, the District will notify the SEIU 1021 Representative Designee.

The District shall not interview and/or question any employee in the bargaining unit, formally or informally, for investigative purposes to determine whether or not to impose discipline, without the employee being advised of their right to have their SEIU, Local 1021, representative present during the meeting as Board Regulation 6914 Section 2.1.5.

When the District determines that disciplinary action is warranted, it will proceed by following the provisions in Board Policy P-6911: Definitions, P-6912: Just Cause 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. (See Appendix C for further information on above Board Policies and Regulations.)

**6.9 Reclassification**

6.9.1 The District agrees to comply with ~~Administrative~~ **LRCCD Board** Regulation 6216 in the reclassification of unit members and to consult with the union representatives on 1) any changes to the regulations, and 2) salary placement for new position classifications within the bargaining unit.

6.9.2 **A request for permanent reclassification initiated by the employee shall be submitted to the Reclassification Review Board on the Request for Reclassification form P-126 provided by the District. The supervisor will meet with the employee within 15 workdays of receipt of the Request for Reclassification. In accordance with LRCCD Board Regulation R-6216, following review by the college or District Office as appropriate, the employee will be notified of the decision reached within thirty (30) workdays, with a copy to the employee's exclusive representative.** A permanent employee whose position has been studied for classification may appeal the decision within thirty (30) days of receipt of notice regarding classification determination.

6.9.3 **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.** ~~The District and SEIU agree to enter into discussions regarding the appeals process for requesting reclassification.~~

**Service Employees International Union (SEIU) Local 1021  
and Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations**

**10/6/25 – Union’s Response to District’s 10/6/25 Counter**

- 6.9.4 **If a supervisor-initiated Request for Reclassification is denied by the college or District, the employee’s exclusive representative may file an appeal of a rejected request with the Director of Classified Personnel Services for consideration at the next Reclassification Review Board meeting. In order to be scheduled, the appeal must be filed no later than thirty (30) workdays after the receipt of notice regarding classification determination and no later than ten (10) workdays prior to the next scheduled meeting of the Reclassification Review Board. If filed within thirty (30) workdays of the determination but less than ten (10) workdays prior to the next Reclassification Review Board meeting, then it shall be placed on the next Reclassification Review Board meeting agenda.**
- 6.9.5 **The District Reclassification Review Board shall consider any rejected requests for reclassification which have been appealed by the exclusive representative. The District Reclassification Review Board shall make a final determination.**
- 6.10 **Personnel Files**
- 6.10.1 Materials in a unit member's personnel file which may serve as a basis for affecting the status of employment shall be made available to the unit member for inspection or, with the written authorization of the unit member, to **their**his/her designated representative.
- 6.10.1.1 There shall be one (1) official personnel file for each employee. Such file shall be maintained by ~~in~~ the Human Resources Office.
- 6.10.1.2 Only materials in the official District personnel file shall be used in any proceeding affecting the unit member’s employment status with the District.
- 6.10.1.3 A unit member may inspect **their**his/her personnel file (except those items exempted by law from review) upon written notice and during normal District business hours. A unit member may obtain copies of documents contained in **their**his/her personnel file. The District may charge 25 cents per page.
- 6.10.1.4 A unit member may, upon written authorization, designate a Union representative to review the file. A Union Representative may obtain copies of documents contained in the specific unit members personnel file. The District may charge 25 cents per page. The District agrees to be bound by applicable laws concerning privacy and confidentiality of such records and files. Access to the official

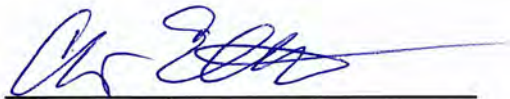
**Service Employees International Union (SEIU) Local 1021  
and Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations**

**10/6/25 – Union’s Response to District’s 10/6/25 Counter**

personnel file is limited to administrators, supervisors, and authorized classified confidential staff. All reviews of personnel files shall be done in the presence of a management representative (or designee).

- 6.10.2 Such material shall not include ratings, reports, or records which:
- a) Were obtained prior to the unit member's employment;
  - b) Were prepared by identifiable examination committee members;
  - c) Were obtained in connection with a promotion.
- 6.10.3 Materials of a derogatory nature, except those contained in Section 6.10.2, shall not be filed in the employee's personnel file unless and until the employee has been given an opportunity to review and comment thereon. The employee may have the comment attached to the derogatory material. The employee shall be released from duty if necessary to make such review.
- 6.10.4 Between six (6) months and twelve (12) months after the derogatory material is entered into the personnel file, the unit member may petition for exoneration of the derogatory material. If the petition is approved, then a statement of exoneration will be added to the file.
- 6.10.5 If within twelve (12) months after entry of a derogatory item no related derogatory data is developed, then such material will not be used against an employee in matters relating to promotion or transfer.
- 6.10.6 Derogatory material will be sealed upon request of the employee after two (2) years without any similar complaints. Such sealed material cannot be opened except upon written request of the employee or by process provided under law.
- 6.10.7 The District agrees to adhere to the provisions of the Public Safety Officer Procedural Bill of Rights for all public safety officers when they are subject to investigation or discipline.

**SEIU Representative Approval:**



Signature

10-28-25

Date

**LRCCD Representative Approval:**



Signature

10/28/25

Date

 10/28/25  
SEIU Field Rep

Service Employees International Union (SEIU) Local 1021  
and  
Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations  
2024

ARTICLE 8 – Work Schedules & Overtime  
Union Counter Proposal as of 9/10/25 as of 2:10pm  
District 10/6/25 Counter Proposal

- 8.1 Work Schedules – stays status quo
- 8.2 Changes to Work Shifts – stays status quo

8.3 Changes to Police Officer and College Safety Officer Work Shifts and Locations

Police Officers and College Safety Officers shall bid for their respective shifts and locations in order of seniority, beginning with the most senior employee. Shift and location bidding will be conducted annually in November, with implementation on the first full week of January following the winter break. Less than full-time employees shall bid for less than full-time shifts based on seniority. Shift bids contemplated by this section will be considered in the District's final determination regarding Police shifts. When a new position becomes available before November, the employee with the most seniority in the same classification shall have preference.

For the purposes of shift bidding in this section, seniority is defined as the date of hire in the classification.

The Union shall be notified whenever changes to the bid process are requested by Management. The Union may request negotiations over the effect of the changes before the changes are implemented. The Union may also request a proactive meeting to discuss potential changes to police or college safety officer work shifts. District retains the right to determine final Police Officer shifts. However, if the District does not follow strict seniority, Management shall justify in writing the specific business need, and the union shall have the opportunity to request a meet & confer within ten (10) business days to ensure fairness.

8.4 Overtime

8.4.1 Designation of Overtime

- 8.4.1.1 For a full-time regular employee with a five-day 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 such work is approved by the supervisor/administrator.

**Service Employees International Union (SEIU) Local 1021  
and  
Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations  
2024**

**ARTICLE 8 – Work Schedules & Overtime  
Union Counter Proposal as of 9/10/25 as of 2:10pm  
District 10/6/25 Counter Proposal**

- 8.4.1.2 For a full-time regular employee with a four-day work week, work performed in excess of ten (10) hours in one day or forty (40) hours in a week shall be classified as overtime when such work is approved by the supervisor/administrator. Work performed on the fifth, sixth, and seventh days shall be considered overtime.
- 8.4.1.3 For a part-time regular 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 employee having a workday 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.

**8.5 Compensation for Overtime**

- 8.5.1 **Overtime rates are paid commensurate with state and federal law. For example,** Employees working authorized overtime shall be paid at the rate of one and one-half (1½) times the employee's **regular straight-time rate and employees required to work over twelve (12) hours in a day shall be paid at the rate of two (2) times the employee's regular rate.** 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.

**8.5.1 Compensatory Time Off**

By mutual agreement between the unit member and the supervisor and first-level manager, the unit member may have compensatory time off at time and one-half in lieu of monetary compensation for authorized overtime.

- 8.5.1.1** Such compensatory time off shall be granted within the month the overtime was worked and no later than three (3) calendar months following the month in which the overtime was worked, except for College Police Officers.

- 8.5.1.1.1** For College Police **Officers and College Safety Officers**, such compensatory time

**Service Employees International Union (SEIU) Local 1021  
and  
Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations  
2024**

**ARTICLE 8 – Work Schedules & Overtime  
Union Counter Proposal as of 9/10/25 as of 2:10pm  
District 10/6/25 Counter Proposal**

off shall be granted within the month the overtime was worked and shall be used no later than the August 31<sup>st</sup> following the month in which the overtime was worked. Compensatory time off (CTO) not used by August 31<sup>st</sup> will be paid. CTO earned in August will be either used or paid in that same month.

8.5.1.1.2 Such planned compensatory time off must be authorized in writing by the appropriate supervisor and first-level manager on forms provided by the District.

8.5.1.1.3 No more than sixty (60) hours of compensatory time off may be accumulated at any one time. Overtime hours worked in excess of the sixty (60) hour maximum carryover level shall be paid to the employee at the appropriate hourly rate.

8.5.1.2 Compensatory time off will not be granted if it will impair the delivery of needed services for the District, disrupt the academic term or start of any academic term or the scheduled class(es) or adversely affect the efficient operations of the District.

8.5.1.3 If such authorized compensatory time off is not taken within the three (3) month period following the month in which the overtime was worked, then the unit member will be paid according to Section 8.3.1.

## 8.6 Assignment of Overtime

8.6.1 In the event that sufficient employees do not accept overtime on a voluntary basis or in the event of an emergency, the unit supervisor shall require employees to work overtime as needed.

8.6.2 When circumstances permit, Overtime shall be distributed as equitably as possible. (*Status Quo*)

**8.6.3** When an overtime opportunity exists as determined by the District, the assignment ~~will~~ **shall** be offered to employees in the required job classification at the work site on a rotational basis. A listing of employees in order of Board hire date in the 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 an additional

**Service Employees International Union (SEIU) Local 1021  
and  
Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations  
2024**


**ARTICLE 8 – Work Schedules & Overtime  
Union Counter Proposal as of 9/10/25 as of 2:10pm  
District 10/6/25 Counter Proposal**

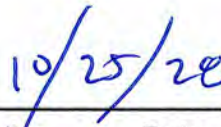
overtime assignment for a Police Officer or College Safety Officer (CSO) not be accepted by an Officer or CSO at that work site, the overtime assignment will be offered to all Police Officers or CSOs, districtwide, **respectively**, following the rotational basis described above. Should any SEIU employee either accept or reject the assignment, his/her **their** name will **rotate to the bottom of the list.**


Tentatively Agreed:

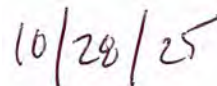
  
\_\_\_\_\_  
Chris Elliott, President

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mario Rodriguez, Executive Vice Chancellor

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
SEIU Field Rep

  
\_\_\_\_\_  
Date

**Service Employees International Union (SEIU) Local 1021  
and  
Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations  
2024**

7/3/24: SEIU proposal, Article 9.17.4.4  
7/3/24: District proposal for Article 9 in entirety  
7/17/24: SEIU counter  
7/26/24: District counter  
8/14/24: SEIU counter  
8/26/24: District counter  
9/30/24: SEIU counter

11/22/24: District counter (changes from previous District counter highlighted)

12/10/24: Union Counter (changes from previous Union counter highlighted)

Tentative Agreement  
2/10/25

## Article 9: Leaves With Pay

For leave reporting purposes under Article 9, reference to a day means an eight (8) hour day, or a pro-rata thereof if the employee works less than eight (8) hours in a given day. If the employee works an alternate work schedule, thereby working more than eight (8) hours in a given day, the word "day" is not intended to include the additional hours, except in the Articles related to Industrial Accident and Illness, Short-term Military Leave, Bereavement, Birth of Child, Critical Illness and Quarantine leaves. This definition is not intended to change the meaning of a 'calendar day.'

### 9.1 Sick Leave – Personal Illness

#### 9.1.1 Sick Leave Accrual

A regular full-time classified employee covered by this Agreement shall earn one (1) day of sick leave for each full month of completed service (75% or more of the paid-status days in a calendar month). For less than seventy-five percent (75%) time, the employee will receive a pro rata amount. 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 twenty (20) hours per week, twelve (12) months a year, earns forty-eight (48) hours or six (6) days a year.]

#### 9.1.2 Use of Accrued Sick Leave

Earned or advanced sick leave will be allowed when an employee is unable to work because of illness, physical illness, pregnancy, or physical injury. Hereafter, "illness" includes mental health, mental illness, physical illness, and physical injury. Unused sick leave may be accrued indefinitely and, upon retirement, may or may not be added to retirement benefits depending upon PERS regulations in effect upon retirement.

9.1.2.1 Absence(s) which are chargeable to sick leave are the actual hours which the employee would have worked had the employee served during the day.

9.1.2.2 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

**Service Employees International Union (SEIU) Local 1021  
and  
Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations  
2024**

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.

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

9.1.3 *Advance Notice*

An employee shall notify ~~their/his/her~~ supervisor of the illness at least two (2) hours prior to the beginning of the assigned shifts. Except for Police Officers, if the supervisor (or designee) is not present or at a work site where notification cannot be left on voice mail, the employee shall notify the respective supervisor (or designee) as soon as possible but prior to the beginning of ~~their/his/her~~ shift. For notification of absence due to illness, Police Officers shall speak with Dispatch at least two (2) hours prior to the beginning of the assigned shift.

9.1.3.1 ~~Upon returning to work, the employee shall complete the Report of Absence.~~ When the absence lasts for ten (10) or more consecutive working days, the employee shall submit a physician's written statement which includes the following items: 1) if the time off for illness qualifies as Other Sick Leave or Catastrophic Leave, the statement must include a diagnosis and be provided directly to District Employee Benefits or Human Resources, respectively; 2) a statement that the employee was unable to work and the dates for the absence, and 2) a statement that in the physician's opinion the employee can return to work and, when it applies, identifies any restrictions or limitations upon their return to work. The employee must provide a copy of the physician's written statement (with the diagnosis information redacted) to the immediate supervisor.

9.1.3.2 Under certain circumstances, the administrative officer (or designee) may request a physician's statement to verify any illness absence and to ensure that an employee is fully able to resume all of the duties of the position before allowing her/him to return to work. Such circumstances shall include the appearance of abuse of sick leave usage including the regular use of the district's five-month law benefit, or regular or irregular patterns of sick leave usage and other questionable sick leave usage. The District and Union will comply with all applicable laws pertaining to the Americans with Disabilities Act for permanent disabilities.

9.1.3.3 A physician is any person licensed as a physician or designee,

**Service Employees International Union (SEIU) Local 1021  
and  
Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations  
2024**

nurse practitioner, surgeon, physician's assistant 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.

**9.2 Use of Accrued Sick Leave for Parental Leave/Maternity/Paternity or Birth of Child Reason**

9.2.1 An employee may use accrued sick leave for illness or injury resulting from pregnancy, miscarriage, childbirth, and recovery therefrom. An employee shall submit a physician's statement verifying the period of time with beginning and ending dates that the employee was temporarily disabled, ill or injured because of pregnancy, miscarriage, childbirth and recovery to the District Employee Benefits office.

9.2.2 An employee may use up to thirty (30) days of accrued sick leave in the first year of birth for absences to care for their/his/her newborn child or the mother of their/his/her newborn child, less any days previously used for Personal Necessity (Ed. Code 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/his/her supervisor within twenty-four (24) hours of the commencement of the leave.

9.2.3 An employee who is adopting a child may use up to thirty (30) days of 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 his or her supervisor within twenty-four (24) hours of the commencement of the leave.

9.2.4 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 his or her duties on account of parental leave, the employee shall be compensated no less than 50 percent of the employee's regular salary for the remaining portion of the 12-workweek period on parental leave. This leave shall run concurrently with leave provided under the California Family Rights Act (Ed. Code §88196.1) and with leave provided in 9.2.2.

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

9.2.4.2 In order to receive pay for the other 50% not covered by Parental

**Service Employees International Union (SEIU) Local 1021  
and  
Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations  
2024**

Leave, an employee may use their available vacation time to remain in a full paid status.

9.2.4.3 California offers paid leave options for maternity leave, including Paid Family Leave and State Disability Insurance. These benefits can be integrated with sick leave so that employees can afford to take paid time off.

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

**9.3 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.

**9.4 Use of Accrued Sick Leave for Personal Necessity Reasons**

9.4.1 Up to seven (7) days of accrued sick leave may be used by an employee during a fiscal year for the following personal necessity reasons: a) death of immediate family members or following a reproductive loss event, as defined by Gov. Code 12945.2, when leave beyond that allowed by bereavement leave is required; b) accident involving the person or ~~their~~his/her property or the person or property of an immediate family member; c) appearance in court when employee is required to appear as litigant or witness; d) religious observances of an employee's faith; e) serious illness of a member of the immediate family; f) imminent danger to the home of employee (such as danger occasioned by flood, fire, or earthquake or of such serious nature that the employee could not reasonably be expected to disregard it); g) inability to get to one's assigned place of duty because of transportation failure (mechanical or prohibitive weather). ~~h) h) Upon written request, if an employeea faculty member or their immediate family member is subject to immigration action(s) that impacts their stay in the United States, the employeefaculty member shall be eligible for Personal Necessity Leave in order to attend to immigration or citizenship status matters up to the annual amount included in Section 9.4.1. Immigration actions include but are not limited to revocation or cancellation of DACA, Temporary Protected Status, or the denial or cancellation of asylum (including immigration protections afforded under the Violence Against Women Act).~~

Regular part-time employees earn a proportionate share of Personal Necessity leave which shall be determined by calculating a percentage of the

**Service Employees International Union (SEIU) Local 1021  
and  
Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations  
2024**

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.)

Medical and dental appointments of the employee's dependents that cannot reasonably be scheduled at times other than working hours may be charged to personal necessity leave.

9.4.2 Immediate family includes: ~~Parent~~~~mother~~, ~~father~~, grandparent or grandchild of the employee or of the employee's spouse or domestic partner; step-~~parent~~~~mother~~, ~~step~~ ~~father~~, spouse, domestic partner, ~~child~~~~son~~, mother-in-law, father-in-law, son-in-law, step-son, ~~daughter~~, daughter-in-law, step-daughter, ~~sibling~~~~brother~~, brother-in-law, ~~sister~~, sister-in-law, aunt or uncle of the employee, child of domestic partner, sibling of domestic partner, ~~spouse~~~~wife~~ ~~of husband~~ of domestic partner's child, ~~of any person living in the immediate household of the employee.~~

~~9.4.2.09.4.2.1~~ 9.4.2.1 Immediate family also includes a designated person of the employee, as defined by Gov. Code 12945.2. A designated person will be identified at the time the leave is requested and is limited to one person per 12-month period.

9.4.3 The employee shall not be required to secure advance permission for leave taken for any of the following reasons:

9.4.3.1 Death or serious illness of a member of ~~their~~~~his~~/~~her~~ immediate family.

9.4.3.2 Accident involving the employee or ~~their~~~~his~~/~~her~~ property or an accident involving a member of the employee's family that resides in ~~their~~~~his~~/~~her~~ household.

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

9.4.3.4 The employee shall notify ~~their~~~~his~~/~~her~~ supervisor or site administrator within a reasonable period of time during the first day of such absence.

## 9.5 Transfer of Paid Sick Leave

9.5.1 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, and who accepts employment with Los Rios within one (1) year of separation with the former district, may transfer all illness absence credit (sick leave) accumulated with the former district.

**Service Employees International Union (SEIU) Local 1021  
and  
Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations  
2024**

9.5.2 If the employee was terminated as a result of action initiated by the former employer for cause, such transfer may be made if agreed to by the Board of Trustees.

9.5.3 The employee must initiate the transfer of sick leave (Education Code 88202).

**9.6 Entitlement to Other Sick Leave (Five-Month Law)**

Every regular classified employee shall once a year be credited a total of one hundred (100) days' sick leave including the sick leave provided in Education Code 88191. Each day of other sick leave shall be compensated at the rate of fifty percent (50%) of the employee's regular salary. The paid sick leave provided 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 88191 and Education Code 88192. Allowable other sick leave shall not be accumulative under this section from year to year, nor shall any employee be credited with more than one (1) entitlement to other sick leave for a single illness or injury. A physician's written statement, as described in Section 9.1.3.1, is required.

**9.7 Use of Vacation for Illness Absence**

Whenever the employee uses all allowable sick leave including Five-Month Law Leave, the absence will be charged against accrued vacation. The employee may take a loss of pay for such absences rather than vacation if approved by the Vice President of Administration or District Office Manager on the monthly Cumulative Absence Report.

**9.8 Industrial Accident**

9.8.1 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 his or her job. Industrial accident is defined as an injury or illness supported by a physician's certificate and qualifying as being work-connected. Upon hire, the District shall provide each new unit member a worker's compensation brochure which describes the District's program and benefits.

**9.8.2 Allowable Days of Compensated Absence**

9.8.2.1 All regular employees who have completed three (3) full years of District service shall be granted industrial accident absences with full pay for each accepted workers' compensation claim. 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.

**Service Employees International Union (SEIU) Local 1021  
and  
Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations  
2024**

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

9.8.2.3 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 immediate supervisor and the administrative officer.

9.8.3 Availability During Industrial Accident Leave

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

9.8.4 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~~ his or her immediate supervisor, and if not available, notify the department manager, immediately or as soon as ~~they~~ he or she is are 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 so that a report may be filed 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~~ his or her family member or designated person should notify the supervisor.

9.8.4.1 Employees have a right to receive medical care at any of the District's designated occupational medical facilities, and to receive temporary disability indemnity, permanent disability indemnity, vocational rehabilitation services, and death benefits. The employee may predesignate their own personal physician by filing the "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.

9.8.5 Eligibility for Industrial Accident Leave

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

**Service Employees International Union (SEIU) Local 1021  
and  
Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations  
2024**

- 9.8.5.1 The employee has reported the industrial accident to the appropriate supervisor as soon as possible after the employee became aware of the injury; and
  - 9.8.5.2 Medical treatment has been provided by a designated facility and a medical verification report physician's statement (see Section 9.1.3.1) has been filed with the District Employee Benefits Office; and
  - 9.8.5.3 The Workers' Compensation claims administrator has verified that the industrial accident is work-related.
- 9.8.6 Use of Earned Sick 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.
- 9.8.6.1 If the employee is receiving a compensation award, he or she shall be entitled to use only as much of his or her accrued sick leave or vacation as, when added to the compensation award, will provide for a full day's pay.
- 9.8.7 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 his or her full salary and shall deduct normal retirement and other authorized contributions and deductions from such warrants.
- 9.8.8 Employee Status During Industrial Accident Leave  
Periods of paid industrial accident leave shall not be considered a break in service.
- 9.8.9 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 9.1.3.3 for definition of physician). The attending physician's determination will be subject to the Workers' Compensation Law.
- 9.8.9.1 With administrative approval and with the physician's authorization, modified work schedules or work assignments on a temporary basis (limited duty program) may be accommodated for employees who are eligible for industrial accident provisions.
  - 9.8.9.2 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.

**Service Employees International Union (SEIU) Local 1021  
and  
Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations  
2024**

9.8.10 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/his/her position, the employee shall be placed on a reemployment list for a period of thirty-nine (39) months. At any time during the thirty-nine (39) months that the employee is able to assume the duties of the former position, they/he/she shall be reemployed in the first vacancy in the classification of their/his/her previous assignment.

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/his/her proper seniority. If the employee refuses the offer of reemployment, he or she shall be removed from the reemployment list and shall have no further rights of reemployment accorded an employee on the 39-month reemployment list.

9.9 **Short-Term Military Leave**

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

9.9.2 Employees, when temporarily called to active duty or for the purpose of attending field training exercises, shall be entitled to be paid their regular salary for the first thirty (30) calendar days of absence for the work days they are absent from the District providing the duty occurs during a paid status month of the employee's work year.

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

9.10 **Jury Duty**

9.10.1 An employee who is called for jury duty shall be granted the necessary time off, with pay, and, if necessary, will be temporarily reassigned to a work shift that coincides with the time the employee is required to serve on jury duty to fulfill this obligation. This is not applicable to any volunteer service.

9.10.2 The 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 from such jury duty, exclusive of mileage, meals, and/or parking expenses. The employee is expected to return to work to complete the regular number of hours of their workday whenever it is not necessary to serve as a jurist or potential jurist for the entire day.

9.10.3 Jury duty is an essential civic service and only in those cases where an

**Service Employees International Union (SEIU) Local 1021  
and  
Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations  
2024**

employee's absence would result in a serious handicap to the specific operating unit will the Director of Human Resources, upon the advice of the administrative officer or facility director, request the jury commissioner to consider deferment of said employee's obligation to serve. In no case will the employee's supervisor instruct the employee to obtain an exemption, except that the Board may, however, provide by rule that only a percentage of its classified staff, which percentage shall not be less than two percent (2%), shall be granted such leave with pay at any one time. The District may discuss with the affected employee the practicality of seeking an exemption when acceptance would tend to materially disrupt the District's operations.

**9.11 Bereavement Leave**

Every regular employee shall be granted necessary leave, with pay, in the event of the death of any member of the employee's immediate family (as stated in Section 9.4.2) or following a reproductive loss event, as defined by SB848. Such leave will not exceed three (3) days, or five (5) days if travel in excess of three hundred-fifty (350) miles from Sacramento or out of state. The employee will furnish the name of the deceased, the relationship to the employee, and the destination on their monthly absence report. For a reproductive loss event, the employee must include a physician's written statement verifying the reproductive loss. For purposes of bereavement leave only, nieces and nephews of the employee are considered members of the employee's immediate family. Employees may use up to two (2) days of pet bereavement per calendar year.

**9.12 Required Court Appearance**

9.12.1 One (1) day of absence per year, with pay, will be allowed for an employee to appear in court if subpoenaed as a witness, as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. An exception to this paid absence limit occurs if the employee is acting in the capacity of District witness and has been requested by the District or District's legal counsel as further described in Section 9.12.2 as follows:

9.12.2 Where an employee is required to appear in court on behalf of the interests of the District as a result of activities directly relating to their/his/her scope of employment (example: Police Officer testifying as a witness relative to damage to District property) the employee shall be compensated as follows:

- a) If such required court appearance occurs on or during the employee's regular work day, the appearance will be considered regular duty and the employee will be compensated as if they/he/she had been regularly on the job during the hours of the appearance.
- b) If such required court appearance occurs on the employee's day off, the required time of appearance will be considered as overtime for compensation purposes, subject to conditions regulating overtime as stated elsewhere in this Agreement (see Article 8.2.1, Designation of Overtime). A minimum of two (2) hours overtime shall be paid.

**Service Employees International Union (SEIU) Local 1021  
and  
Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations  
2024**

9.12.3 Procedure

- a) A copy of the subpoena must be attached to the Report of Absence form submitted by the employee.
- b) The employee is expected to return to work whenever it is not necessary to be absent the entire day.

**9.13 Personal Business**

9.13.1 Any employee, including employees who work an alternate work schedule, may be granted the necessary time off, not to exceed two days (2) per fiscal year (16 hours or pro-rata for employees with less than a full time (1.00 FTE) assignment) , to resolve personal matters which require attention, including self-care, and which are the responsibility and rightful concern of the individual. Unused personal business days do not accrue or carry over from one year to the next. All requests for personal business leave must be approved in advance, except under extenuating circumstances or in an emergency situation, by the appropriate supervisor or first level manager. 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 (.625 FTE), earns 10 hours per year.

9.13.2 ~~Personal business leave is to be used for activities that the employee could not reasonably be expected to accomplish or will create a serious conflict 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. The minimum reportable personal business leave amount is one (1) hour.~~

**9.14 Birth of Child**

One day of absence will be granted to an employee at the birth of ~~their~~his/her child or at the time of legal adoption of a child or the day of adoptive placement of the child. This leave is in addition to the leave provided in Sections 9.2.1, 9.2.2, 9.2.3 and 9.2.4 above.

**9.15 Critical Illness**

Three (3) days per year, with pay, shall be granted in the case of a critical illness or accident to a member of the employee's immediate family as defined in Section 9.4.2. A statement by the physician verifying the need for the employee to be present with the immediate family member shall be attached to the absence form.

**9.16 Quarantine**

9.16.1 An employee whose place of residence is quarantined by county health officers shall receive full salary during the period of enforced quarantine. If the

**Service Employees International Union (SEIU) Local 1021  
and  
Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations  
2024**

employee is personally sick, the days of quarantined absence shall be counted against accumulated and current sick leave credited to the employee. If the employee is not ill, no deduction will be made from accrued sick leave.

- 9.16.2 A statement from a qualified physician and/or public health official relative to the quarantine restriction shall be required in all cases. The statement shall be attached to the Report of Absence form for forwarding to the employee's immediate supervisor.

**9.17 Vacation**

**9.17.1 *Earned Vacation***

**9.17.1.1 *Accrual with Less Than Five (5) Years of Service***

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

**9.17.1.2 *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.~~

- 9.17.1.2 9.17.1.3 Upon completion of ten (10) full years of employment and continuing thereafter, all full-time regular classified employees will earn vacation allowance at the rate of 1.75 days per month or twenty-one (21) working days each fiscal year.

- 9.17.1.3 ~~Employees who have or will have achieved twenty one (21) years or more of service in the 1999-00 fiscal year shall continue to earn one (1) additional vacation day per year above the standard twenty one (21) day vacation allowance, for five (5) years, to a maximum of twenty five (25) days per fiscal year. The vacation earning rate(s) for 22 to 25 days per fiscal year applies to this eligible group only.~~

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

**9.17.2 *Eligibility for Use of Vacation***

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

**Service Employees International Union (SEIU) Local 1021  
and  
Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations  
2024**

- 9.17.2.2 Regular classified employees who are in paid status less than seventy-five percent (75%) of the working days in the month will earn vacation in proportion to the time served.
- 9.17.2.3 No vacation shall be used prior to the time it is earned.
- 9.17.2.4 Earned vacation shall not become a vested right until completion of the initial six (6) months of employment. [Education Code 88197(e)]. Employees terminating with less than six (6) months' service shall not receive payment of vacation accruals.

9.17.3 Pay for Earned Vacation

- 9.17.3.1 Employees earn vacation pay at the range and step of straight-time pay for the position to which the employee is regularly assigned.
- 9.17.3.2 Nine-, ten-, and eleven-month employees will have the option of receiving a lump-sum payment for accrued vacation days outstanding at the end of the employee's work year or use earned vacation days during the work year in which the vacation is earned. The selection of whether to be lump-sum paid at the end of the work year or to take earned vacation shall be made prior to July 1 of the fiscal year in which the pay or vacation time will be applicable. Such selection shall be made by the employee on the District form provided for this purpose.
- 9.17.3.3 Each employee shall have the right to take vacation provided it does not interfere with the efficient operation of the District. The supervisor is responsible for scheduling vacations.
- 9.17.3.4 Employees may not be paid vacation pay for days they are not scheduled to work.
- 9.17.3.5 Upon separation from service and after six (6) months of employment or more, an 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.

9.17.4 Scheduling Vacations

- 9.17.4.1 Vacations must be approved in advance by the supervisor. The supervisor shall respond as quickly as possible to a written vacation

**Service Employees International Union (SEIU) Local 1021  
and  
Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations  
2024**

request. If a response is not provided within ten (10) working days of the stamped receipt, the request shall be granted. If the vacation requests of two (2) or more employees in the same operating unit conflict, the decision will be made by the supervisor in accordance with what is determined to be in the best interests of the District and students. All other things being equal, the employee with greater seniority in class will be given preference.

- 9.17.4.2 An employee may be permitted to schedule ~~their~~<sup>his/her</sup> vacation at any time during the year provided that such vacation schedule does not interfere with the efficient operations of the District, disrupt the academic term or the start of any academic term or adversely impact services to the students of the District. In order to minimize conflicts with planned projects and workload, the request for vacation must be approved by the supervisor and must occur in advance of the scheduled vacation. Once vacations are scheduled and approved, they may not be changed except by mutual agreement between the supervisor and the affected employee.
- 9.17.4.3 Vacation time cannot be used by employees for periods of less than one hour.
- 9.17.4.4 Except for nine-, ten-, and eleven-month employees who do not accumulate vacation beyond the fiscal year, the accumulation of ~~more than sixty (60) fifty (50) forty-five (45)~~ days of unused vacation by a twelve- month member of this unit will be disallowed. If, as of August 31<sup>st</sup> of each fiscal year, an approved written request for use of accumulated vacation 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 in excess to the ~~sixty (60) fifty forty-five (5045)~~ days' limit into the following year.
- 9.17.4.5 The supervisor of an employee who will exceed the maximum accrual limit in Section 9.17.4.4 and who has not submitted a vacation request will meet with the employee to establish a vacation plan to be in compliance with the accrual maximum. The District will provide written notification to unit members of their vacation balances on the monthly pay 'stub.'

- 9.17.5 *Effect of Holidays*  
Regularly observed legal holidays occurring during a vacation period shall not be construed as part of vacation allowance.

**9.18 Holidays Observed**

- 9.18.1 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

**Service Employees International Union (SEIU) Local 1021  
and  
Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations  
2024**

any portion of the working day immediately before or after the holiday.

9.18.1.1 Employees whose first day of employment is the day after a holiday do not receive pay for that preceding holiday.

9.18.1.2 Employees who resign, terminate, or retire shall not be eligible for any holidays after the last day worked.

9.18.2 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; Martin Luther King, Jr. Day 's Birthday Holiday; Lincoln's Day; Washington's Day; Memorial Day; Cesar Chavez Day; Juneteenth.

9.18.3 Other school-closure days designated by the President of the United States or Governor of the State of California as holidays for a public fast, Thanksgiving, or other celebration.

9.18.4 Should classes be held on Admission Day, regular classified employees will receive an in-lieu-of holiday.

9.18.5 When it is permissible under the Education Code to observe a holiday on alternative dates, the District will determine the specific date to be observed.

**9.19 Compensation for Holidays or Board Granted Days Off Worked**

9.19.1 If a regular employee is required by a supervisor to work on a holiday, the employee shall receive:

- a) pay or compensatory time off at the rate of two (2) times theirhis/her regular rate of compensation for the hours actually worked, and
- b) normal holiday pay. (e.g. if a regular, full-time employee is required to work eight (8) hours on a holiday, then theirhis/her compensation in addition to the holiday pay would be sixteen (16) hours (2 x 8) at theirhis/her straight- time rate of pay.)

9.19.2 When an employee is requested to work both a holiday and an in-lieu-of day, the employee will be paid at the holiday rate for only one of those two days.

When a holiday falls on a non-workday (weekend) for a unit member, a regular workday will be scheduled as the in-lieu of holiday for that member. The in-lieu day should be reasonably close to the actual holiday. If the unit member works their in-lieu holiday, they shall be compensated as per 9.19.1 a).

When a holiday falls on a day that is an employee's normal day off (weekend), then the employee will be allowed an alternative day (in lieu) off as mutually agreed to by the supervisor and the employee. The day does not have to be

**Service Employees International Union (SEIU) Local 1021  
and  
Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations  
2024**

the same week as the holiday but should be scheduled reasonably close. In the case of an employee who does not receive an alternative day off, then the employee is entitled to receive eight hours of holiday pay plus two times their regular hourly rate of pay for the holiday hours.

**Regular Work Schedule is M-Fr, Monday Holiday**

	Su	Mo	Tu	W	Th	Fr	Sa	Paid	Worked
Normal Work Week		8	8	8	8	8		40	40
Holiday off		H	8	8	8	8		40	32
Works Holiday*		8	8	8	8	8		56	40

\* Employee reports 8 hours of double time for Monday.

**Regular Work Schedule is Tu-Sa, Monday Holiday**

	Su	Mo	Tu	W	Th	Fr	Sa	Paid	Worked
Normal Work Week				8	8	8	8	40	40
Gets Saturday off as in lieu				8	8	8	H	40	32
Does not get in lieu*				8	8	8	24	56	40

\*Employee reports 8 hours of double time and 8 hours of straight time.

9.19.3 Should a holiday occur while an employee is absent from work because of sick leave, vacation, or other paid leave of absence, the holiday shall be considered as time worked and shall not be deducted from any other paid leave of absence.

**9.20 Board-Granted Days Off**

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

**9.21 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 his or her 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 operates on a cycle of three (3) years. ~~The first cycle of the program, during this agreement, shall commence on July 1, 2017 and end on June 30,~~

**Service Employees International Union (SEIU) Local 1021  
and  
Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations  
2024**

2020. 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.

9.21.1 Definitions

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

9.21.1.1 *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 his or her 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.

9.21.1.2 *Eligible Employee*

An eligible employee is a permanent employee of the District who is not receiving benefits under the District's Industrial Accident and Illness Program and who is not eligible for or receiving benefits from the District's Disability Income Protection Program. To receive benefits from the Catastrophic Illness or Injury Leave Program, an eligible employee must be vested in the Catastrophic Illness or Injury Leave Program, pursuant to Section 9.21.4.1, 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.

9.21.1.3 *Immediate Family*

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

9.21.1.4 *Eligible Leave Credits*

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

9.21.2 Catastrophic Illness or Injury Leave Bank

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

**Service Employees International Union (SEIU) Local 1021  
and  
Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations  
2024**

9.21.2.1 *Donations*

A permanent employee or a probationary employee who has completed six (6) months or more of paid 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.

9.21.2.2 *Probationary Employee Restriction*

A probationary employee who has completed six (6) months or more of paid service may donate to the Catastrophic Illness or Injury Leave Bank but is not vested in the Catastrophic Illness or Injury Leave Program until he or she satisfactorily completes his or her probationary period. In the event the probationary employee does not complete his or her probationary period, his or her vacation donation will be restored to the employee.

9.21.2.3 *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.

9.21.2.4 *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.

9.21.3 *Catastrophic Illness or Injury Committee*

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

9.21.3.1 *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.

9.21.3.2 *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.

**Service Employees International Union (SEIU) Local 1021  
and  
Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations  
2024**

9.21.3.3 *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.

9.21.3.4 *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.

9.21.4 *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 his or her probationary period may apply for Catastrophic Illness or Injury Leave by submitting an application for such leave to the Director of Human Resources. Applications for Catastrophic Illness or Injury Leave will be reviewed and acted upon by the Catastrophic Illness and Injury Committee. In order for an application to be acted upon, a Release of Medical Information form must accompany the application.

9.21.4.1 *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 9.21, 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.

9.21.4.2 *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.

9.21.4.3 *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

**Service Employees International Union (SEIU) Local 1021  
and  
Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations  
2024**

employee is in less than full paid status.

**9.21.4.4 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.

**9.22 Leaves granted under this Article shall be subject to reasonable verification by the District**

Tentatively Agreed:

  
Chris Elliott, President  
Dawn Benjamin, VP

  
Mario Rodriguez,  
Executive Vice Chancellor

5/29/24: SEIU proposal  
7/17/24: SEIU proposal for Article 11.7.3  
7/26/24: District counter  
11/22/24: District update to Article 11.4  
5/1/25: SEIU package proposal, including Article 11  
6/9/25: District update, since resolved by July 31, 2025 MOU  
9/10/25: District update

## Article 11: Compensation

### 11.1 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.

11.1.1 Provisions related to defined revenues and related base amounts for compensation improvements are stated in Appendix A which is attached hereto and incorporated herein.

### 11.2 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 classified salary schedule. Under extenuating circumstances, the Chancellor or designee may authorize a higher step.

### 11.3 Service Increment

On the anniversary date, a regular employee will be advanced to the next higher step on the salary range assigned to his/her/their position classification until the top step of the range is reached. Earning a service increment is dependent upon two conditions:

11.3.1 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.

11.3.2 The employee's report of performance evaluation must show an overall rating of "competent" or better to receive a step increment for that year. If the overall rating of the performance evaluation is less than "competent", a performance evaluation will be required annually until the overall rating is "competent" or better.

### 11.4 Longevity Increment

11.4.1 Since its inception, each Longevity increment has been compounding on the previous Longevity increment, thereby compounding the amount received, as detailed below. A regular employee who has satisfactorily served as stated

below will be awarded longevity increments and calculated using base salary, any applicable one-time salary improvements (Off Salary Schedule Pay) and compensation from Temporary or Out of Class Assignments.

11.4.1.1 After serving the District for ten (10) full years will receive a longevity increment of four percent (4%).

11.4.1.2 An ~~add~~ additional longevity increment of four percent (4%) after fifteen (15) years of service will also be provided and will be compounded on the 10-year adjusted salary (8.16%).

11.4.1.3 A third longevity increment of ~~four~~two-percent (24%) will be paid to members of the bargaining unit after twenty (20) full years of service with the District and will be compounded on the 15-year adjusted salary (12.486%). Effective July 1, 2017, this longevity increment was added. Previous changes were effective July 1, 2014, this longevity increment was added at 2%.

11.4.1.4 A fourth longevity increment of ~~four~~two-percent (42%) will be paid to members of the bargaining unit after twenty-five (25) full years of service with the District and will be compounded on the 20-year adjusted salary (16.986%). Effective July 1, 2017, this longevity increment was added. Previous changes were effective July 1, 2005, this longevity increment was added at 1%. Effective July 1, 2014, this longevity increment was removed. Effective July 1, 2015, this longevity increment was added @ 2%.

## 11.5 **Emergency Call Back Pay**

An employee called back after the close of his/her regular shift will receive at least five (5) hours pay at the overtime rate of time and one-half (1½) if such call back does not immediately precede or follow his/her regular shift. The five (5) hours of pay shall commence upon departure to the call back site. All call backs are compensated based upon a direct portal-to-portal route. 14.2.2

## 11.6 **Working Out of Classification**

11.6.1 An employee who is required to work out of classification (i.e. perform duties and assume responsibilities in a position class above or different from those outlined in the job specifications for the employee's regularly assigned position) for more than five (5) days within a 15-calendar-day period shall be paid an increased salary for the entire period of the temporary assignment.

11.6.2 Employees so assigned will be paid at Step 1 of the appropriate range for the position that the employee is filling on a temporary basis or at an increase of one step above the monthly salary earned in his/her regularly assigned position including longevity, whichever is greater.

11.6.3 The District shall not be capricious in making assignments out of classification.

11.6.4 The employee working out of classification will be returned to regular classification with attending changes in rate of pay upon completion of the temporary assignment ~~or in case it is necessary to replace the temporarily assigned employee because of illness or annual vacation.~~

### 11.6.5 Out of Class Assignments

When supervisors assign employees to work out of class for an extended period [more than five (5) days in a fifteen (15) day period or longer], every effort shall be made to ensure that any contiguous assignment be given to a

single employee and not be divided between different employees. It is recognized that there may be times when a supervisor will deem such division an exception and necessary. When an exception is necessary, the Union will be notified and provided justification prior to the actual assignment.

11.6.6 Field Training Officer (FTO)

While an ~~an~~ ~~Police~~ ~~Officer~~ is assigned to FTO duties by the Chief of Police, they will be compensated one additional pay range. When a CSO has successfully completed a certified Peace Officer Standards & Training (POST) Field Training Officer Course and is assigned by the Chief of Police to train and evaluate trainees in accordance with department standards, they shall be compensated one additional pay range for the hours performing FTO duties.

11.7 **Special Salary Provisions**

11.7.1 Shift Differential

11.7.1.1 Unit members regularly and consistently working ten (10) or more hours of their regular weekly shift after 4:30 p.m. shall receive additional compensation equal to a one (1) range shift differential. Additional compensation paid to the employee is equal to the difference between their current salary range and step and their current salary step but in the next higher salary range. For example, if an employee is currently paid at Range 20, Step 3, then the additional compensation is equal to the difference between Range 20, Step 3 and Range 21, Step 3. Typically, this shift is called "swing shift."

11.7.1.2 Unit members regularly and consistently working ten (10) or more hours of their regular weekly shift ~~between the hours of~~ ~~after~~ 12:30 a.m. and 5:00 am shall receive additional compensation equal to two (2) ~~one (1)~~ additional range shift differentials. Additional compensation paid to the employee is equal to the difference between their current salary range and step and their current salary step but in the salary range two levels higher. For example, if an employee is currently paid at Range 20, Step 3, then the additional compensation is equal to the difference between Range 20, Step 3 and Range 22, Step 3. above the "swing shift." ~~Typically, this shift is called "graveyard shift."~~

11.7.1.3 Unit members may only receive additional compensation under Section 11.7.1.1 or 11.7.1.2, but not both.

11.7.2 Leads Dispatching Skilled Workers/Tradespersons

Unit members who are in lead positions whose responsibilities include dispatching and coordinating the district's skilled workers or tradespersons to emergencies and/or call back responses shall be paid at one range above the established salary range for skilled lead positions.

The District agrees to conduct a job study within six months of contract ratification in the fall 2024 semester to review salary differentials for lead

positions for trades, to be concluded in the fall 2024 semester.

11.7.2.1 To be eligible, the dispatching, coordination and assignment of staff to appropriate district locations for emergency calls or non-scheduled work (call-backs) occurs regularly and frequently during the year and during the lead person's non-working hours.

11.7.2.2 The participation in call-back activities and the related rotation or assignment of the call-back/emergencies among tradespersons, including the lead position of the trade, is not affected by this change in salary placement.

11.7.3 Permanent unit members promoting within a job description "series" shall maintain their current step placement that allows up to an eight percent (8%) increase in the new salary range .

**11.8 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.

**11.9 Repayment of Monies Owed the District**

If monies are paid to an employee in excess of the appropriate amount due him/her, the employee is liable and responsible for repaying the District for the overpayment.

11.9.1 The employee shall notify the District Payroll Department of the overpayment as soon as it is discovered. When the District discovers the error, the Human Resources or Payroll Department shall notify the employee in writing of the nature of the overpayment and the amount owed. 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.

11.9.2 Any amounts due the District and noted below will be deducted from future salary warrants:

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

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

11.9.2.3 when the overpayment is an adjustment related to military duty leave differential pay referenced in Article 9.9; or

- 11.9.2.4 when the overpayment is a statutory deduction (e.g. – CalSTRS, CalPERS, taxes, etc.).
- 11.9.3 If the 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.
- 11.9.4 Regular employees working less than twelve (12) months a year will continue any repayment plan during their non-scheduled months by remitting the appropriate payment to the District Payroll Department by the first of each month, unless other arrangements have been made.
- 11.9.5 Disputes regarding overpayments shall be subject to grievance procedures at Level III only.
- 11.9.6 In all cases, neither the District nor employee is precluded from pursuing legal methods of resolution of a dispute regarding the debt.
- 11.9.7 Nothing in this section shall preclude an employee from volunteering to repay the debt in larger increments.

**11.10 Salary Improvements for Related Education and Training**

The District and SEIU shall meet, if requested by either party by August 1st, each Spring of the **2021-24** contract to discuss possible options for the distribution of SEIU's proportionate share of available revenues defined per Appendix A **of the 2021-24** Agreement. The options will include potential salary improvements for advanced education degrees and certificates that are relevant to an employees' current position. It is understood that the cost of funding annual step increments shall have first priority on such available funds.

Tentatively Agreed:

For LRCCD

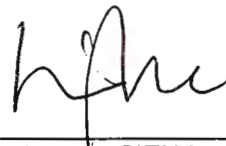


Mario Rodriguez,  
Executive Vice Chancellor

For SEIU Local 1021



Chris Elliott, President



Jessica Inouye, SIEU Local 1021

**Service Employees International Union (SEIU) Local 1021  
and  
Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations  
2024**

**DISTRICT COUNTER PROPOSAL – Article 13 – Safety  
9/10/25 Update to 3/26/25 Counter**

## 13.1 Safety

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

13.1.1 **As part of the Joint Labor Management Committee**, the District agrees to hire an outside firm **immediately as soon as practicable upon within six (6) months of contract ratification** to conduct a comprehensive **workload study of facilities maintenance, grounds, and custodial classifications. The study shall include safety and training needs assessments** unit work strings with a focus on workload, safety issues, and related training. The study shall be completed **within six months** by Fall 2025, and the findings disseminated to SEIU. *Note: Upon completion of this study, this language can be removed from the contract.*

## 13.2 Illness/Injury Prevention Plan

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

## 13.3 Resolving Disputes

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

13.3.1 At this time location safety officers designated by the Chancellor (or designee) are as follows:

**Service Employees International Union (SEIU) Local 1021  
and  
Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations  
2024**

**DISTRICT COUNTER PROPOSAL – Article 13 – Safety  
9/10/25 Update to 3/26/25 Counter**

College Campus - Vice President of Administration or designee  
Facilities Management/District Office – Associate Vice  
Chancellor, Facilities Management or designee; Chief of Police  
or designee; Director of General Services or designee.

~~13.3.2~~ **Employees have the right to refuse an unsafe assignment that is an imminent threat to their health and safety without facing disciplinary action until it has been reviewed by the location safety committee.** If the location safety officer (or designee) determines, after visual inspection, that the conditions are safe, the employee **can appeal to their union steward or representative. If the Union steward or representative agrees that it is safe, then the employee** is expected to proceed with the required tasks. **If the union steward or representative deems the required task to be unsafe, the issue shall move to the location safety committee for resolution.** Failure to comply may result in disciplinary action. **If they find the decision unsatisfactory, An employee may report the incident to the location safety committee, if applicable; monthly Facilities Management safety meeting; or Joint Labor Management meeting.** The committee will review the matter **will be reviewed** at a regularly scheduled meeting.

~~13.10~~ **To enhance safety, if requested by the employee, roofers, electricians, HVAC technicians, and mechanics working on EVs, shall not work alone to enhance safety.**

~~o 13.10.1~~ **Custodians should not be working alone in non-securable buildings at night.**

~~13.11~~ **Employees assigned to clean-up homeless encampments shall receive training beforehand. They shall be paid double-time for the amount of time the assignment takes.**

~~13.12~~ **Employees with occupational exposure to bloodborne pathogens performing hazardous waste removal (including but not limited to exposure to needles, bodily fluids, and feces) shall receive at least one (1)four (4) hour of in-person classroom training once per calendar year for proper handling and exposure risks.**

**Service Employees International Union (SEIU) Local 1021  
and  
Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations  
2024**

**DISTRICT COUNTER PROPOSAL – Article 13 – Safety  
9/10/25 Update to 3/26/25 Counter**

Tentatively Agreed:

For LRCCD

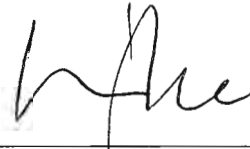
For SEIU Local 1021



Mario Rodriguez,  
Executive Vice Chancellor



Chris Elliott, President



Jessica Inouye, SIEU Local 1021

**Service Employees International Union (SEIU) Local 1021  
and  
Los Rios Community College District (LRCCD)  
Successor Collective Bargaining Agreement Negotiations**

**12/19/25 District Counter Proposal to  
12/19/25 Union Proposal**

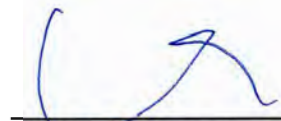
21.1 This Agreement shall be effective as of July 1, ~~2017~~2025; shall be binding upon the Board, the Union and their members; and shall remain in full force and effect through June 30, ~~2020~~2028. The provisions of this Agreement apply to unit members who are employees of record on the effective date of the Agreement.

21.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings 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 Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively unless mutually agreed upon with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

21.3 This Agreement shall automatically be renewed and shall be binding for an additional one (1) year period unless either the Board or the Union gives written notice to the other not later than January 1 next prior to the aforesaid expiration date of this Agreement of its desire to modify the Agreement for a successive term or to terminate the Agreement.

Tentatively Agreed:

For LRCCD



Mario Rodriguez,  
Executive Vice Chancellor

For SEIU Local 1021



Chris Elliott, President



Jessica Induye, SIEU Local 1021