

INTERNATIONAL UNION
OF
OPERATING ENGINEERS
STATIONARY ENGINEERS,
LOCAL 39
AFL/CIO



2017-20 AGREEMENT

Solano Community College
4000 Suisun Valley Road
Fairfield, California 94534-3197

Revised:	July 19, 2017
Revised:	December 17, 2014
Revised:	June 6, 2012
Revised:	April 4, 2012
Revised:	August 6, 2008
Updated:	July 1, 2006 (2006-07 Salary Schedule Only)
Revised:	June 2, 2004
Revised:	April 7, 2004
Revised:	August 6, 2003
Revised:	March 6, 2002
Revised:	September 20, 2000
Revised:	October 6, 1999
Revised:	February 4, 1998
Revised:	May 7, 1997
Revised:	April 17, 1996
Revised:	August 2, 1995
Revised:	April 20, 1994
Revised:	April 21, 1993
Revised:	December 4, 1991
Revised:	November 7, 1990
Adopted by Board Action:	February 21, 1990

TABLE OF CONTENTS

	<u>Page(s)</u>
Preamble	1
Article 1 - Union Recognition	2
Article 2 - Non-Discrimination	3
Article 3 - Support of Agreement	4
Article 4 - District/Local 39 Relations – Local 39 Rights	5 - 6
Article 5 - Management Rights and Responsibilities	7
Article 6 - Personnel Files/Evaluation	8 - 10
Article 7 - Retirement	11 - 13
Article 8 - Discipline and Dismissal	14 - 17
Article 9 - Leaves of Absence	18 - 29
Article 10 - Professional Growth	30
Article 11 - Hours and Overtime	31 - 35
Article 12 - Holidays/Breaks	36 - 37
Article 13 - Vacation Plan	38 - 40
Article 14 - Pay and Allowances	41 - 45
Article 15 - Health and Welfare Benefits	46 - 47
Article 16 - Working Conditions	48 - 49
Article 17 - Transfers/Promotions	50 - 52
Article 18 - Job Vacancies	53

Table of Contents

Page 2

Page(s)

Article 19 - Reclassification	54 - 57
Article 20 - Layoff and Reemployment	58 - 59
Article 21 - Grievance Procedure	60 - 62
Article 22 - Check Off and Organizational Security	63 - 64
Article 23 - No Strikes or Lockouts	65
Article 24 - Severability	66
Article 25 - Successor Clause	67
Article 26 - Distribution of Contract	68
Article 27 - Waiver Clause	69
Article 28 - Definitions	70 - 73
Article 29 - Duration Clause	74 - 75
Appendix A - Classified Salary Schedule/Classifications	76 - 77
Appendix B - Fringe Benefit Plans	78
Appendix C - Grievance Form	79 - 80
Appendix D - Dues/Service Fee Schedule	81
Appendix E - Professional Growth Program	82 - 83

PREAMBLE

This Agreement is made and entered into by and between the Solano Community College District, hereinafter referred to as the District, and the International Union of Operating Engineers, Stationary Local 39 AFL-CIO, hereinafter referred to as the Union.

ARTICLE 1 UNION RECOGNITION

- 1.1 The District recognizes the Union as the sole and exclusive representative of those classifications of the Operations Bargaining Unit enumerated in the certification by the Public Employment Relations Board, dated June 11, 1980, Case Number SF-R-394X, and also set forth herein in Appendix A.

Anatomy/Physiology Lab Technician
Athletic Trainer
Automotive Lab Technician
Biology Lab Technician
Biotechnology Lab Technician
Carpenter
Chemistry Lab Technician
Courier
Custodian
Electrician
Maintenance Engineer
General Maintenance Worker
Grounds Maintenance Technician
Lead Carpenter
Lead Custodian
Lead Engineer
Kinesiology/Athletic Assistant
Physical Science/Engineering Lab Technician
Science Lab Technician
Telecommunications Network Technician
Telecommunications Network Engineer
Theatre Production Technician
Theater Technician
Vehicle & Equipment Mechanic
Warehouse Operator
Welding Lab Technician

- 1.2 The parties may mutually agree in writing to modify the unit to include or delete classification(s). If the parties disagree as to the inclusion or deletion of classification(s), either party may seek a unit modification pursuant to the procedures established by the Public Employment Relations Board.

ARTICLE 2 NON-DISCRIMINATION

The Union certifies that it has no restriction on membership based on race, color, religion, sex, sexual orientation, national origin, political affiliation, disability or age. The District agrees that it will not discriminate in any way based on race, color, religion, creed, sex, gender (including pregnancy, childbirth, breastfeeding or related medical conditions) sexual orientation, gender identity, gender expression, marital status, military and veteran status, ancestry, national origin, political affiliation, disability (mental and physical) or age.

ARTICLE 3 SUPPORT OF AGREEMENT

During the term of this Agreement, the District agrees not to negotiate with any other organization on matters upon which Local 39 is the exclusive representative and which is within its scope of representation. Local 39 agrees to negotiate only with the representative officially designated by the District to act on its behalf.

ARTICLE 4
DISTRICT/LOCAL 39 RELATIONS-LOCAL 39 RIGHTS

- 4.1 Designated Shop Stewards of the Union or official representatives of the Union shall be allowed to attend meetings held by District departments/divisions during regular working hours on District time as follows:
- A. If their attendance is required by the District at a specific meeting.
 - B. If their attendance is sought by a hearing body or presentation of testimony or other reasons.
 - C. If their attendance is required for meetings scheduled at reasonable times agreeable to all parties.

4.2 **Released Time for Negotiations:** The Union shall have the right to designate five (5) employees, who shall be given reasonable released time to participate in negotiations, which shall include released time for participation in impasse.

4.3 Local 39 shall have the right of access to bargaining unit members outside of their assigned duties; before and after work hours; at meal and break periods; and at other times, only with the approval of the first level manager.

4.4 **Consultation Meetings:** The District and the Union agree that administration of the Agreement may be facilitated by consultation meetings. Either party may request a consultation meeting where they believe a resolution of a problem or problems within the scope of representation may be feasible.

The party requesting a meeting shall, in writing, submit an agenda with sufficient detail to allow an understanding of the problem or problems to be discussed and the date, place and time requested for the meeting.

The receiving party shall acknowledge and confirm the meeting date, time and place to the requesting party or request an alternate date, time and place.

Any such meeting is not intended to bypass the Grievance Procedure nor shall they be intended to constitute any invitation to be used as new negotiations sessions or to renegotiate valid provisions of the Agreement.

4.5 Upon request, Local 39 will be granted the use of facilities, depending upon availability of space, for meeting purposes without charge.

4.6 **Organization Rights:**

4.6.1 The Union may distribute organizational materials to its members by mail distribution through the District's interdepartmental mailing systems, upon prior approval of the Superintendent-President or

his/her designee.

- 4.6.2 Posting of Materials: Posting of Union meeting notices, posters and similar materials will be permitted only on designated bulletin boards or other appropriate areas and after approval from the Superintendent-President or his/her designee.
- 4.6.3 Bulletin Boards: The Union may use designated District bulletin boards to announce meetings or the posting of related Union material.
- 4.6.4 The Union shall receive from the District requested written information on matters affecting its members and shall include, but not be limited to, membership lists, new employees in the unit(s), Governing Board materials, agendas and minutes of Board meetings, proposals from District departments and proposals from consultants on matters within the scope of representation.
- 4.7 Members shall not be given time off work for meetings of Local 39 unless approved by the Superintendent or designee. This section shall not include meetings covered by EERA.
- 4.8 Local 39 shall furnish annually, and update as required, a list of all officials and representatives authorized to act on Local 39's behalf. The list shall show name, title, and phone contact. The District agrees to grant authorized officials and representatives access to transact official Local 39 business upon prior notice to College designated officials.
- 4.9 **New Employee Orientations:**
 - 4.9.1 The College shall notify the Union of new hire orientation dates and agrees to make Union provided information available to newly hired Local 39 represented employees, as long as no information pertaining to either local or partisan elections is included in the Union provided information.
 - 4.9.2 The Union's Business Representative or designee shall be given the opportunity to make a membership presentation at the employer's regularly scheduled new employee orientation sessions or the employer will provide 30 minutes time so the new employee can have the opportunity to meet with their Union Business Representative and/or Union Shop Stewards.

ARTICLE 5 MANAGEMENT RIGHTS AND RESPONSIBILITIES

Local 39 recognizes and agrees that the Board, on its own behalf and on behalf of the electors of the District, retains and reserves unto itself, limited only by Articles of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it, express or implied, by the law and the Constitution of the State of California and of the United States.

Local 39 recognizes and agrees that the District shall take all actions necessary to comply with the Americans with Disabilities Act.

Local 39 recognizes and agrees that the exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

Local 39 recognizes and agrees that the District's powers, rights, authority, duties and responsibilities include, but without limiting the generality of the foregoing, the exclusive right to manage, plan, organize, staff, direct and control; to determine levels of service; to establish and change standards; to determine solely the extent to which the facilities of any department thereof shall be operated, and the outside purchase of products or services; the right to introduce new, or improved methods and facilities; and, to otherwise take any action desired to run the entire operation efficiently, except as modified by this Agreement.

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District. Nothing contained in this Agreement shall be interpreted as to imply or permit the invocation of past practice, or tradition, or accumulation of any employee rights or privileges other than those expressly stated herein.

ARTICLE 6 PERSONNEL FILES/EVALUATION

6.1 Personnel Files:

- 6.1.1 The personnel file of each employee shall be maintained by the District in the Human Resources Department.
- 6.1.2 Derogatory information such as letters of reprimand to be placed in the employee's personnel file shall be initialed and dated by the employee to confirm receipt before forwarding to the Human Resources Department. If the employee is not available to sign and date the notification, the document shall be sent to the employee by certified mail, return receipt requested, as well as by regular mail. The certified mail receipt and the return receipt requested document shall be attached to the derogatory information to be placed in the employee's personnel file. The Human Resources Department will not file the document in the personnel file until ten (10) calendar days (after the employee has initialed receipt or the return receipt is documented by the Post Office) have lapsed to allow the employee to file a written response which shall be attached to the derogatory information before the filing occurs. All derogatory material will be initialed and dated by the VP of HR or designee.
- 6.1.3 An employee shall have the right to examine his/her personnel file and to obtain copies of material contained therein. Material obtained prior to employment is accepted from this agreement.
- 6.1.4 All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee. The employee's personnel file shall be available for examination by the employee or his/her Local 39 representative if authorized in writing by the employee.
- 6.1.5 All material placed in a personnel file shall be dated and signed by the individual who prepared the material.
- 6.1.6 No material in a classified employee's personnel file originated prior to two (2) years shall be used to discipline, evaluate, dismiss or transfer a classified employee.
- 6.1.7 Except for the probationary reports, performance evaluations and adverse actions, an employee may request that any negative performance related material, older than two (2) years from the day of

entry, be removed from their employee personnel file and destroyed.

6.2 Performance Evaluations: The immediate supervisor shall evaluate the employee by means of a performance evaluation. The following schedule shall be followed for the completion of the performance evaluation.

6.2.1 Probationary employees shall be evaluated at least once between the 6th and 10th months of service prior to earning permanent status.

6.2.2 Permanent employees shall be evaluated annually for the second (2nd) and third (3rd) years; thereafter every two years 5th, 7th, etc.)

6.2.3 Employees may be evaluated more frequently if their performance is less than satisfactory.

6.2.4 Upon request by the employee, the next higher level of supervisor shall make an evaluation.

6.2.5 Probationary employees promoted to a higher classification shall be in a probationary status not to exceed twelve (12) months to include the time served in the previous assignment. Such employees shall be evaluated at least once prior to earning permanent status.

6.2.6 A permanent employee who is promoted to a higher classification shall be on conditional status in the classification for a period not to exceed six (6) months. Such employees shall be evaluated at least once prior to the end of the conditional status period.

6.2.7 Evaluations shall be executed only upon the District's Classified Employees Performance Evaluation form.

6.2.8 Articles 6.2.1 and 6.2.5 are expressly excluded from the provisions of Article XXI: Grievance Procedure.

6.3 Performance Evaluation Procedures:

6.3.1 Upon completing the performance evaluation, the manager shall present it to the employee and discuss it with him/her.

6.3.2 The employee shall sign the evaluation to indicate his/her receipt and shall retain a signed copy. The original copy shall be forwarded to the Human Resources Department for filing in the employee's personnel file.

6.3.3 The employee shall have the right to respond to any statement made

in the evaluation.

- 6.3.4 Any less than satisfactory evaluation shall include specific recommendations for improvement. A follow-up evaluation shall be conducted within 60 days.

ARTICLE 7 RETIREMENT

7.1 **Retired Employees:** Employees hired on or after July 1, 2017 and retire (regular or disability retirement) from the Public Employees Retirement system after serving fifteen (15) or more years of service to the District as defined in 15.2 shall have the opportunity of one of the District-paid retirement options listed below. The benefits listed below will be prorated for the retiring employees working less than full-time. The option chosen at the time of retirement is irrevocable. Retirees will receive the same health and welfare benefits as active employees. (Example: If any of the plan carriers mandate a co-pay, adds or deletes a benefit, the change will affect active employees and retirees. If the plan is changed in negotiations where a co-pay is implemented or a new benefit is added or deleted, the change will affect active employees and retirees. If through negotiations, retiree benefits are shortened or lengthened in years of coverage, the change will affect new retirees, not former retirees. If through negotiations, active employees begin picking up all or a portion of the premiums, this change will not affect the retirees who have District-paid premiums.)

7.1.1 Five (5) years of medical for employee only.

7.1.2 Grandfather Clause: Bargaining unit employees employed by the District before July 1, 2017, shall retain their present retiree health and welfare benefits listed below:

- a. Ten (10) years of medical for employee and spouse or domestic partner and vision for employee.
- b. Eight (8) years of medical for employee and spouse or domestic partner with the lowest premiums at the time of retirement, eight (8) years of dental for employee and spouse or domestic partner (annual maximum of \$1500 and no orthodontia coverage) and eight (8) years of vision for employee and spouse or domestic partner.
- c. Five (5) years of medical, dental, and vision for employee and spouse or domestic partner and \$10,000 payable to the employee in the 6th and 7th years in \$5,000 installments (at the end of each fiscal year).
- d. No health and welfare benefits provided but will receive \$20,000 in the 1st through 4th years in \$5,000 installments (at the end of each fiscal year).

Retired employees who are not eligible for the above District-paid benefit or who have used their 5, 8 or 10 year entitlement may continue to participate in the health and welfare programs provided they submit premiums to the District one (1) month in advance. (The definition of continue means no break in coverage.)

If employees becomes deceased before cash payments (as defined in 15.3.3 and 15.3.4) are disbursed, the cash will be payable to person designated as beneficiary at the time of retirement.

7.1.3 Employees who retire from the District and participate in the Public Employees' Retirement System and do not participate in the longevity program increment as specified in 14.9 shall receive retirement payment as provided below.

- a. 10 – 19 years of service to SCC; \$5,000 (to be prorated if less than full-time).
- b. 20 + years of service to SCC; \$6,000 (to be prorated if less than full-time).

7.1.4 Retirees and spouses or domestic partners will participate in Medicare plans offered by SCC as soon as they become age eligible if allowable under health plan carriers. (Example: Retirees in Kaiser who become eligible for social security will enroll in Medicare Part A and B and Kaiser Senior Advantage. While receiving District-paid benefits, the retiree will receive the same plan of benefits as active employees.)

The intent of the District's health care proposal is to place controls on the escalating costs of health care and to encourage all employees to explore health care coverage that is efficient and yet effectively meets the needs of District employees and their families.

It is the goal of the District that classified employees with families will have the option of selecting a medical plan that costs them nothing out of pocket. If an employee desires a different medical plan that is more expensive, it will be available. However, the employee shall be responsible for paying the difference in the plans. A secondary intent of the District's proposal is to encourage employees and management, through the health care cost containment committee, to continue actively seeking alternative health care plans and providers that offer substantially the same or better coverage at a more affordable price.

7.2 PERS Enrollment: The District shall continue to contract with Public Employees' Retirement System (PERS) for the retirement benefit commonly known as 2.5% @ 55 for "Classic Members" (hired prior to January 1, 2013) and 2% @ 62 for "New Members/PEPRA" (hired on or after January 1, 2013).

All bargaining employees shall be enrolled in PERS and are required to contribute to the retirement system.

As of July 1, 2017, PEPRA Members are required to pay 6.5% of their gross salary, which is the normal share of the employee's contribution required under PERS.

As of January 1, 2018, Classic Members are required to pay 7% of their gross salary, which is the normal share of the employee's contribution required under PERS.

The District will hold PERS retirement workshops annually. Employees will be allowed to attend without using leave time. Additional information about PERS can be found at www.calpers.ca.gov.

ARTICLE 8 DISCIPLINE AND DISMISSAL

- 8.1 The District maintains the right to reprimand, suspend with or without pay, or terminate a member of the unit for failure to perform assigned duties and responsibilities.
- 8.2 The District agrees to administer discipline progressively, which means that actions such as warnings and reprimands would precede suspension or dismissal except in cases where the seriousness of the problem justifies immediate suspension or suspension leading to dismissal.
- 8.3 Any action by a unit member engaging in conduct endangering the health or well-being of students, staff or others shall be cause for immediate suspension or suspension leading to dismissal.
- 8.4 Probationary employees may be released at any time during the probationary period at the discretion of the District.
- 8.5 The Superintendent/President is authorized to suspend employees without pay for disciplinary reasons. Suspensions may be for varying periods, but shall not exceed thirty (30) working days.
- 8.6 Charges, such as, but not limited to, the following, may be cause for disciplinary action up to and including dismissal. If circumstances merit special consideration, the employee may be suspended or demoted in lieu of discharge.
 - 8.6.1 Incompetency or inefficiency in performance of duty.
 - 8.6.2 Dishonesty.
 - 8.6.3 Insubordination (including, but not limited to, refusal to do assigned work).
 - 8.6.4 Drinking alcoholic beverages on the job, the possession of alcoholic beverages on the job, reporting for work while under the influence of alcoholic beverages which negatively affects job performance, or the use of non-prescribed control substances while on duty.
 - 8.6.5 Abuse of any leave privileges, but not limited to, inexcusable absence (three (3) or more days without authorization) or inexcusable tardiness.
 - 8.6.6 Refusal or repeated failure to perform the normal and reasonable

duties of the position.

- 8.6.7 Conviction of a felony, or sex offense as defined in California Education Code, Section 88022, or of any crime involving moral turpitude.
- 8.6.8 Careless or negligence in the performance of duty or in the care and use of District property.
- 8.6.9 Knowingly falsifying any information supplied to the District, including, but not limited to, information supplied on application forms, employment records, or other District records.
- 8.6.10 Discourteous, offensive, or abusive conduct or language toward other employees or the public.
- 8.6.11 Persistent violation or refusal to obey safety rules or regulations made applicable to public schools by the Governing Board or by an appropriate State or local governmental agency.
- 8.6.12 Failure to comply with the organizational security provisions of this Agreement.
- 8.6.13 Willful or persistent violation of the California Education Code or rules of the Governing Board.
- 8.6.14 Offering of anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
- 8.6.15 Abandonment of position.
- 8.6.16 Advocacy of overthrow of federal, state, or local government by force, violence, or other unlawful means.
- 8.6.17 Engaging in political activity during assigned hours of employment.
- 8.6.18 Inability to perform assigned duties due to failure to meet job qualifications as outlined in the governing Board approved job description (including, but not limited to, failure to possess required licenses, failure to pass required tests or failure to meet District insurability requirements).

- 8.6.19 Addiction to the use of a controlled substance, use of controlled substances while on the job, or reporting to work while under the influence of controlled substance(s) unless prescribed by a physician and used as prescribed. Controlled substances are those referenced in Education Code 87011 or its successor as it exists at the time of the incident.
- 8.6.20 Conviction of a controlled substance offense as defined in Education Code Section 87011.
- 8.6.21 Engaging in sex offenses as those offenses are defined in Education Code Section 87010 in a manner that impacts upon employment.
- 8.6.22 Conviction of a sex offense as defined in Education Code Section 87010.

NOTE: Reference Education Code Sections 88013, 88016, 88086, 88121 through 88129 Discipline.

8.7 **Disciplinary procedure and appeal process:**

- 8.7.1 **Skelly Hearing:** An initial written recommendation to demote, suspend or terminate a bargaining unit employee, shall be issued by the Assoc. VP of Human Resources or designee. This written recommendation shall include notice of the employee's right to a pre-disciplinary meeting ("Skelly Hearing") within ten (10) working days. The purpose of this meeting is to allow the employee to respond to the written charges and supporting documentation and to inquire as to the basis of the proposed disciplinary action.

The employee shall be entitled to union representation at the Skelly Hearing. The Skelly Officer as a result of this meeting may amend, withdraw or continue the recommendation to discipline by responding in writing within five (5) working days of the meeting to the affected employee and the union representative.
- 8.7.2 **Notice of Disciplinary Action:** The Skelly Officer's recommendation shall be forwarded to the Superintendent/President. Within 10 (ten) working days, a written notice shall be served upon the employee signed by the Superintendent/President, stating the charges against the employee and the reasons for upholding or modifying the proposed suspension, demotion, or dismissal, and the effective date thereof. A copy of such notice shall also be sent to the Union. Under ordinary circumstances, notice of ten (10) working days shall be given before any action is effective.

The notice shall also include a statement of the disciplined or dismissed employee's right to a hearing on the charges, and the time within which a hearing may be requested, which shall be not less than five (5) working days after service of the notice to the employee. Said notice shall include a hearing request form, the signing and filing of which shall constitute a demand for hearing, and a denial of all charges.

- 8.7.3 Hearing Procedures: Within 45 (forty-five) calendar days of receipt of the employee's written request for a hearing, the Governing Board shall hold a hearing for the purpose of determining the validity of the charges brought against the appellant employee and of the reasonableness of the discipline imposed pursuant to said charges. Such hearing shall be closed to the public unless otherwise requested by the appellant employee. The appellant employee may be present and have the right to be represented by counsel or employee organization representative.

The decision of the Governing Board shall designate express findings of the charges upon which the disciplinary action was based and may wholly reverse or affirm the disciplinary action imposed by the Superintendent/President or modify the severity of same.

ARTICLE 9 LEAVES OF ABSENCE

The employee's immediate supervisor should be notified of the intent to be absent, the nature of the absence, and the anticipated duration of the absence not later than two (2) hours (for p.m. shifts); one half hour (1/2) hour (for a.m. shifts) before the start of the work shift in order to be eligible for paid leaves covered by Articles 9.1, 9.2, 9.5, 9.6, and 9.7. All other leaves/absences require advance authorization. Employees working a Monday through Friday schedule shall report all absences to their immediate supervisor. If the employee's supervisor is absent, the employee must contact the Human Resources Department. Employees assigned to work a Saturday, Sunday, or holiday shift are required to follow the District's procedure in notifying their supervisor. This notification requirement shall be waived in cases of extreme emergency. Upon return from leaves, bargaining unit members shall complete an Employee Absence Report Form.

9.1 **Sick:** Members of the bargaining unit absent due to surgery, serious illness or injury or absent more than five (5) consecutive assigned workdays shall be required to submit a medical release to the Human Resources Department prior to being permitted to return to work. At the District's prerogative, medical verification may be required for absences of shorter duration and in cases of excessive absenteeism in excess of annual accrual in first quarter of fiscal year.

9.1.1 Eligibility: Members of the bargaining unit employed by the District five (5) days per week, twelve (12) months per year, shall be entitled to twelve (12) days leave of absence for illness, injury, or medical appointments, exclusive of days they are not required to render service.

Members of the bargaining unit employed less than five (5) days a week and/or less than a full fiscal year are entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months and/or number of days a week they are employed bear to twelve (12) months.

9.1.2 Advanced Credit for Sick Leave: Effective July 1, 2017, employees will accrue sick leave monthly. A regular employee may request to advance non-accrued sick leave for illness or injury up to the number of days he/she would be allowed in one fiscal year as permitted under Education Code 88191. A probationary employee will receive no more than six (6) days sick leave credit until the seventh month of service with the District. In the event an employee terminates employment with the District after having used more sick leave days than the number which he/she has earned, the unearned portion will be deducted from his/her final warrant. If no salary is due the

employee who has used more sick leave days than the number he/she has earned, he/she will be billed by the District for the amount which the District has overpaid him.

Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.

If an employee does not take the full amount of leave allowed in any one year under this section, the amount not taken shall be accumulated from year to year.

9.1.3 Sick Leave - Retirement Option: Any employee may convert unused sick leave to retirement service credit if the employee is filing a request for retirement. Conversion credit allowed pursuant to PERS regulations.

9.2 **Personal Necessity**: A maximum of seven (7) days of absence to be deducted from sick leave may be used by the employee, at his/her election, in cases of personal necessity, including any of the following:

9.2.1 Death or serious illness of a member of the employee's immediate family when additional leave is required beyond that provided in the Bereavement Leave provisions of this Agreement.

9.2.2 Accident, involving the employee's person or property, or the person or property of a member of the immediate family.

9.2.3 Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction.

9.2.4 Paternity or adoption.

9.2.5 Illness of dependents.

9.2.6 Pressing personal business.

Leave for reasons other than those listed may be granted at the discretion of the immediate supervisor or his/her designee. He/she may grant such leave only, if in his/her opinion, the matter is of such an urgency that it cannot be taken care of at a time other than working hours.

Upon return from a Personal Necessity Leave, bargaining unit members shall be required to complete an absence verification form provided by the District

and to submit each verification as may be required.

- 9.3 **Pregnancy Disability:** An employee disabled by pregnancy, childbirth, or a related medical condition is entitled to up to four months of disability leave per pregnancy under Pregnancy Disability Leave. Employee shall be eligible to receive compensation at their regular rate of pay charged against sick leave for the work days missed during the period of disability. The employee must present written medical verification of the date of medical release from pregnancy disability.
- 9.4 **Family and Medical Leave:** The district will comply with the Family and Medical Leave Act (FMLA) and any State legislation covering the same subject. The following is a brief outline. Please refer to district policy for specific details.
- 9.4.1 Definition: Family and medical leave includes unpaid leave to care for the birth of a child of the employee, to care for a new born child or adopted child, to care for the employee's seriously ill parent, child, domestic partner, or spouse, and serious illness of employee. A physician's verification is required for the care of a parent, child, or spouse who has a serious health condition.
- 9.4.2 Eligibility: The employee must have worked for the district for at least 12 months and provided 1,250 hours of service during the last 12 months preceding the start of the leave. The employee shall make every effort to schedule leave under this section at least thirty days in advance of commencement of the leave so as to allow the District to plan for the absence and avoid disruption.
- 9.4.3 Approved family and medical leave authorizes the employee to a total of 12 weeks of district-paid health and welfare benefits. Leave for a husband and wife employed by Solano Community Colleges is limited to a total of 12 weeks combined for the birth, adoption or foster care of a child. Employees requesting family leave in conjunction with pregnancy disability leave are eligible to receive a maximum of seven months of leave (refer to 9.3).
- 9.4.4 The employee will use accrued sick leave if the leave is taken for the employee's own serious health condition. The employee may elect to use available vacation, floating holidays and comp time for other family leave purposes.
- 9.5 **Bereavement:** Employees shall be granted five (5) days of paid leave of absence for the following: (1) Death of employee's spouse, domestic partner, child, mother or father; (2) Death of other immediate family members if out-of-state travel is necessary or if travel is in excess of 200 miles one way.

Employees shall be granted three (3) days of paid leave of absence in the event of the death of other immediate family members if travel is 200 miles or less one way.

Immediate family is defined as grandmother, grandfather, grandchild, Aunt, Uncle, son-in-law, daughter-in-law, sister, sister-in-law, brother, brother-in-law of the employee, domestic partner or spouse, the parents of the employee's domestic partner spouse, and any other person living in the immediate household.

No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other sections of this Agreement provided by the Governing Board of the District. The Governing Board may enlarge the benefits of this section and may expand the class of relatives listed below as members of the immediate family.

9.6 **Critical Illness:** Three (3) days per fiscal 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 Article 9, Section 9.5. 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.

9.7 **Jury Duty - Court Witness:** The District agrees to grant to members of the bargaining unit called for jury duty in the manner provided by law, leave of absence without loss of pay for time the employee is required to perform jury duty during the employee's regularly assigned working hours. Employees so called for jury duty must notify the District of service date(s) upon receiving said notice from officers of the court.

The unit member called to jury duty will receive regular pay and any jury duty compensation, travel, meals and parking allowance provided by the court.

A copy of the jury verification form shall be attached to the absence report.

Employees are required to return to work during any day or portion thereof in excess of one (1) hour in which jury duty or court witness services are not required. Any employee whose normal shift is other than the day shift should be temporarily assigned to the day shift during jury duty.

Whenever an employee is required to appear as a court witness on behalf of the District during regular work hours, the employee will be released from duty with pay. If an employee is required to appear as a court witness on behalf of the District during non-duty work hours, the employee will be paid his/her regular hourly rate of pay unless the witness duty is over 8 hours in a day or on

the 6th and 7th consecutive day. If this is the case, the employee will be paid the applicable overtime rate.

An employee called as a court witness for other than District purposes may do so without loss of salary providing the employee attaches a copy of the subpoena or summons to the absence report.

- 9.8 **Industrial Accident and Illness:** The following material does not include all of the Workers' Compensation Law Benefits. An employee may be entitled to other benefits and he/she should contact the Human Resources Department for further details.

Eligible members of the bargaining unit who sustain an injury or illness arising directly out of and in the course and scope of their employment shall be eligible for a maximum of sixty (60) working days paid leave in any one fiscal year.

This leave shall not be accumulated from year to year. Industrial accident or illness leave will commence on the first day of absence.

Payment for wages lost on any day shall not, when added to an award granted under the Workers' Compensation laws of this state, exceed the normal wage for the day. Industrial accident and illness leave will be reduced by one day for each day of authorized absence, regardless of a compensation award made under Workers' Compensation. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the industrial injury or illness occurred, for the same illness or injury.

Industrial accident or illness leave is to be used in lieu of normal sick leave benefits.

When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave will be used. If, however, an employee is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.

During any paid industrial accident and illness leave, the employee shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the employee appropriate warrants for the payment of not more than his/her full

salary and shall deduct normal retirement and other authorized contributions.

- 9.9 **Extended Illness:** Once a year on July 1, an employee shall be entitled to an extended illness or injury leave of absence paid at the rate of fifty percent (50%) of his/her regular salary for a period not to exceed a maximum of 100 working days each year (in accordance with Section 88196 of the Education Code) inclusive of the days to which the employee is entitled under 9.1

The extended illness leave provided in this section shall be used only after the exhaustion of all sick leave.

Proof of illness or injury for such leave, acceptable to the District, must be provided by a licensed physician.

The District shall inform the employee upon request in writing of the period of time constituting leave at full pay as well as the period of time during which he/she will be compensated at fifty percent (50%) of regular pay. This leave shall not be accumulated from year to year.

- 9.10 **Long-Term Health (Leave of Absence Without Pay):** An employee who has used all days of earned sick leave, compensatory overtime, and who must be absent because of industrial accident or illness or non-industrial accident or illness and whose health is such that he is unable to satisfactorily carry on his/her assignment, may be granted a long term health leave for a period not to exceed one (1) year. The leave may be renewed for an additional six (6) month period by the Governing Board. Long-term health leave is unpaid leave.

At the conclusion of his/her leave, an employee may return to the duties of his/her position to which he/she was assigned providing that his/her attending physician verifies that he/she is fully able to assume all the responsibilities of the position.

If, at the conclusion of eighteen (18) months of absence, the employee is still unable to assume the duties of his/her position, he/she will be placed on a reemployment list for a period of thirty-nine (39) months. During this period, if the employee is able to assume the duties of his/her position as verified by a physician's certificate, he/she will be considered for the first vacancy in the classification of his/her previous assignment. The reemployment will take preference over all other candidates except those laid off for lack of work or funds.

- 9.11 **Military Leave:** An employee shall be granted military leave in accordance with the provisions of the State of California Education Code and in the Military and Veterans Code. Request for military leave shall be submitted in writing accompanied by military leave orders two weeks prior to the leave starting date

except in the case of state or national emergency.

- 9.12 **Break in Service:** Employees on a Board approved paid leave of absence provided by the provisions of this Article shall not be considered to have a break in service for purposes of earning sick leave, vacation, health and welfare benefits, and step increment.

During any unpaid leave of absence employees shall not accumulate sick leave or vacation. Employees on unpaid leave may participate in health and welfare benefits provided they pay the monthly premiums in advance.

Employees returning from a paid or unpaid sick leave or vacation leave shall be placed in the position in which the employee served prior to the leave.

Employees returning from leave other than sick leave or vacation and when all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the person's position, the person shall if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months.

If an employee fails to return on the first work day following the date of the expiration of any leave, without a bonafide reason, he/she shall have voluntarily terminated employment with the District.

- 9.13 **General:** A permanent employee who has used all vacation time to which he/she is entitled and who must be absent from work because of pressing personal reasons may be granted, by the Governing Board, leave without pay for a specified period of time not to exceed one (1) year.

9.14 **Personal (Leave of Absence Without Pay):**

9.14.1 Any member with six (6) months or more of service may be granted a leave not to exceed one (1) year for a specific reason deemed appropriate by the District and at the convenience of the District. The District may approve one (1) additional year of unpaid leave.

9.14.2 Any such leave granted shall be without pay or other benefits granted members. Any personal health or life insurance carried by the member through the District may, with the carrier's and District's approval, be continued at the expense of the member on personal leave. Members shall not accrue sick leave, vacation, or holidays.

- 9.15 **Quarantine:** An employee whose absence arises because of quarantine which results from contact with other persons having a contagious disease while performing his/her duties, shall receive full salary during the period of enforced

quarantine, and no deduction will be made from his/her accrued sick leave. A statement from a qualified physician and/or public health authorities relative to the quarantine restriction shall be required in all cases.

9.16 Training and Education Study:

9.16.1 Long-Term Personal Education: An unpaid leave of absence may be granted to any employee in the bargaining unit by the Governing Board for the purpose of personal education. The employee will submit a letter requesting leave along with written justification for undertaking the educational program, an outline of the work to be accomplished, and the name of the educational institution where the course will be taken.

9.16.2 Full-time Education: A full-time education study leave may be granted to an employee who has worked for the District for five (5) consecutive years for a maximum length of one (1) year.

9.16.3 Part-time Education: A part-time education study leave may be granted to an employee who has worked for the District for three (3) consecutive years.

Any leave of absence granted under this policy shall not be deemed a break in service for any purpose, except that such full-time leave shall not be included as service in computing service to the granting of any subsequent leave under this type of leave, nor shall employee earn vacation pay, sick leave, holiday pay, or other benefits provided in this Agreement. Part-time leaves shall be prorated as to leaves and all benefits.

9.16.4 Short-Term Personal Education: Employees may request released time to attend one (1) job and/or degree related semester course at Solano Community College, not to exceed 3 hours a week per fiscal year (eligible job-related classes will be those that will increase the necessary or required skills and/or efficiency in the performance of the employee's job and degree related will be to the credit limit allowed by a program according to the employee's education plan). Released time will be scheduled at times mutually agreeable to the bargaining unit employees and management.

9.16.5 In-Service Training: The District may provide a program of in-service training for employees in the bargaining unit designed to maintain a higher standard of performance and to increase the necessary or required skills of employees.

- 9.16.6 In-Service Training Time: In-service training may take place during regular working hours at no loss of pay or benefits to employees.
- 9.16.7 Reimbursement for Tuition: The District shall reimburse employees for the tuition costs of any and all required training programs if approved in advance.
- 9.17 **Personal Business Leave**: Regular employees shall be entitled to one (1) day of paid leave per year for personal business. The employee shall notify his or her immediate supervisor in advance of his or her intended absence except in the case of death, serious illness or accident. Personal business leave is not cumulative.
- 9.18 **Catastrophic Leave**:
- 9.18.1 Definition: Illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which requires the employee to take time off from work for an extended period of time to care for a family member (spouse, domestic partner, child, parent or other family member living in the household), and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all his or her sick leave and other paid time off.
- 9.18.2 Criteria for approval:
- a. A catastrophic illness or injury is one which totally incapacitates the employee from work or totally incapacitates an employee's spouse, domestic partner, child, parent or other family member living in the household.
 - b. Catastrophic illness or injury may include, but is not limited to, heart attack, stroke, kidney failure, cancer, incapacitating disease, major surgery and/or treatment for life threatening illness or hospitalization as a result of a severe automobile or other accident.
 - c. Any mental stress related illness shall be excluded.
- 9.18.3 Eligibility to Receive Catastrophic Leave:
- a. Permanent employee(s) who contribute during the annual donation drive.
 - b. Exhaustion of all paid eligible leaves (sick leave, regular and

extended; vacation; floating holidays; emergency day; compensatory time; and holidays).

- c. Catastrophic leave will run concurrently with family leave.
- d. Employees on catastrophic leave are not eligible to receive other district paid non-workdays (i.e., spring and holiday breaks).

9.18.4 Requesting Catastrophic Leave:

- a. The employee must complete a Catastrophic Leave Request form, attach medical verification from a licensed physician which defines the catastrophic illness or injury (to include estimated date of return), and submit all documentation to the Human Resources Department.
- b. The employee is entitled to receive all hours donated at the time of solicitation providing the donated leave does not exceed the actual time needed or 6 consecutive months. An employee is eligible to receive no more than 12 months of paid leave to include all paid leaves noted in 9.17.3.b. including catastrophic leave.
- c. If the catastrophic leave is for the employee, he/she will use all paid leaves (vacation, sick leave, and floating holidays) accrued on a monthly basis while in paid leave as a result of catastrophic leave.

9.18.5 Catastrophic Leave Donation Eligibility:

- a. A donation is granted and accepted on the basis of time for time not to include a dollar value.
- b. Employees may donate accrued vacation, compensatory time, or sick leave.
- c. Donation must be a minimum of eight hours initially or a proration of the average hours worked per week; may be in one hour increments thereafter to a maximum of 40 hours for each employee requesting catastrophic leave.
- d. When donating sick leave, the donating employee must maintain a minimum of a two-year entitlement for his/her own illness.

- e. Donations are irrevocable.
- f. Employees wishing to donate must complete the appropriate form and submit it to the Human Resources Department.
- g. Leave donated and not used by the requesting employee will be banked for future employees.

9.18.6 Catastrophic Leave Process:

- a. The Human Resources Department will verify the information submitted on the Request for Catastrophic Leave form and will forward a copy to the collective bargaining representative.
- b. The catastrophic leave request will be reviewed by the bargaining unit representative and the Associate VP of HR to determine if the criteria have been met.

9.18.7 Annual Solicitation:

- a. Employee groups who have a catastrophic leave provision in their collective bargaining agreement or policy manual may contribute and receive benefits.
- b. Eligible employees may contribute during the open enrollment period which will be the month of September (September 1 through the last working day of the month).
- c. Minimum contribution rate at each annual solicitation is 8 hours or a proration of the average hours worked per week.

9.18.8 Special Solicitation:

- a. After approval of a catastrophic leave request, the Human Resources Department will send a memo to bargaining unit members and other employee groups who have a catastrophic leave provision requesting donations.
- b. The request for donations will not include the recipient's name and must be kept confidential unless permission is given by the employee; other information related to the request will be kept confidential.
- c. A contribution during a special solicitation does not constitute

enrollment in the plan.

9.18.9 Termination of Leave:

- a. Donated leave has been exhausted.
- b. Employee has been in paid catastrophic leave status for six (6) consecutive months.
- c. Resignation
- d. Service or disability retirement of the employee.
- e. Death of the ill or injured person.
- f. Notification by the employee that the bank utilization is no longer needed.

ARTICLE 10 PROFESSIONAL GROWTH

The Professional Growth Program provides a maximum step of 15% above the employee's regular rate of pay for the completion of 69 semester units relevant to the unit member's specific job responsibilities, which include the completion of an Associate's degree or higher from a regionally accredited institution as recognized by the U.S. Department of Education or the completion of a trade school certificate program. An employee may receive a bonus of ten percent (10%) above the employees' regular rate of pay for the completion of 46 semester units of college credit. Professional growth credits must be earned after the initial hire date of the employee.

This bonus is to be non-cumulative and shall be paid in increments of five percent (5%) of the base for each 23 college credits completed. Payment will be made according to the schedule listed below.

Employee submits application documents to Committee	Committee submits verification to Associate VP of HR	Effective date of payment
July 1	July 10	July 1
February 1	February 10	February 1

Professional growth program entitlement criteria and procedures are listed in Appendix E.

ARTICLE 11 HOURS AND OVERTIME

- 11.1 **Workweek:** The normal workweek shall consist of forty (40) hours per week, five (5) consecutive days, eight (8) hours per day.

The Governing Board of Solano Community College may establish a 10-hour-per-day, 40-hour four-consecutive-day workweek, for all, or certain classes of its employees, or for employees within a class. The 10-hour-per-day, 40-hour four-consecutive-day workweek may be adopted for, but is not limited to, economic reasons, financial necessity, declining enrollments, work location, and duties actually performed by such employees, provided their services are not required for a workweek of five (5) consecutive days. The establishment of such a workweek must have the concurrence of the union.

If a four-day workweek is established, the overtime rate shall be paid for all hours worked in excess of the required workday, which shall not exceed ten (10) hours. Work performed on the fifth, sixth and seventh days shall be compensated for at a rate equal to 1-1/2 times the regular rate of pay of the employee designated and authorized to perform the work.

If an individual employee cannot work a ten (10) hour four (4) day workweek, the employee must request written permission of their supervisor and receive written approval from their supervisor to work a shorter day. This time not worked may be charged to vacation, compensatory time or taken as leave without pay.

- 11.2 **Adjustment of Assigned Time:** Any unit member who works less than full-time, who works an average of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.
- 11.3 **Shift Assignments:** Shift assignments for applicable positions are set for a specific period of time and will not be changed without consultation with the employee, except in cases of extreme emergency. Shift assignments are set based upon seniority.
- 11.4 **Increase in Hours:** When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered to the employee in the appropriate class with the greatest bargaining unit seniority. If the senior employee declines the assignment, it shall be offered to the remaining employees in the class in descending order of bargaining unit seniority until the assignment is made.

11.5 **Lunch Periods:** All employees covered by this Agreement shall be entitled to an uninterrupted lunch period. Such lunch period shall be for a period no longer than one (1) hour nor less than one-half (1/2) hour and shall be scheduled for full-time employees at or about the midpoint of each work shift. Management shall have the right to stagger lunch breaks when there are two or more employees in the same work area.

11.6 **Rest Periods:** All bargaining unit employees shall be granted rest periods which insofar as practical, shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof.

Rest periods of a total of thirty (30) minutes on full-time evening or special work shifts shall be scheduled to the mutual convenience of the employees and supervisors.

Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.

11.7 **Rest Facilities:** The District shall make a reasonable effort to make available within budgetary constraints at each work site adequate lunchroom, restroom, and lavatory facilities for classified employees' use.

11.8 **Voting Time Off:** If an employee's work schedule is such that it does not allow sufficient time to vote in any federal, state, or local election in which the employee is entitled to vote, the District shall arrange to allow sufficient time for such voting by the employee without loss of pay.

11.9 **Overtime:** Overtime is defined as any time worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar workweek, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time. Overtime compensation shall be provided as follows:

11.9.1 One and one-half (1½) times the regular rate of pay for hours worked in excess of eight (8) hours per day.

11.9.2 One and one-half (1½) times the regular rate of pay for hours worked on the sixth consecutive day of work.

11.9.3 Two and one-half (2½) times the regular rate of pay for hours worked on a holiday or the 7th consecutive day of work.

11.9.4 Two and one-half (2½) times the regular rate of pay for hours worked in excess of sixteen (16) consecutive hours.

- 11.10 **Holiday Overtime:** Part-time employees will not receive holiday pay until they have worked forty (40) hours during any given week.
- 11.11 **Shift Differential:** Effective July 1, 2017, employees who begin their shift at or after 1 p.m. shall work an 8-hour shift. Employees shall receive differential compensation of one range higher, resulting in a minimum 4% increase. Additionally, vacation and sick leave are accrued at the full-time rate. Employees whose shift begins at or after 10 p.m. shall receive a shift differential two ranges above the employee's current range. An employee who receives a shift differential premium on the basis of his/her shift shall suffer no reduction in pay, including differential, when assigned temporarily to a day shift.
- 11.12 **Compensatory Time Off:** A bargaining unit employee has the option of accruing compensatory time off in lieu of cash compensation for overtime worked if agreed to in advance by management. Accrued compensatory time may not exceed two hundred forty (240) hours will be paid at the overtime rate.
- Compensatory time off shall be reported as earned and as taken, in accordance with administrative procedure.
- 11.13 **Overtime Distribution:** When overtime is assigned by management, it will be assigned to bargaining unit employees in seniority order in the classification on a rotating basis. If the employee declines an assignment, he/she forfeits the opportunity in rotation until every employee within that classification by seniority has had an opportunity to accept the overtime work.
- Overtime shall be assigned in a reasonable manner no less than four (4) days in advance of the work to be done whenever possible.
- Overtime will not be assigned to any employee who is absent the day prior to the scheduled activity (except regularly scheduled day off). Management is not obligated to assign any unit member overtime if he/she is absent on the day management offers the overtime assignment.
- No employee will work more than 16 hours in any 24-hour period unless the nature of the work is for emergency purposes. "Emergency" shall mean a circumstance which requires action to preserve the basic operations of the campus.
- 11.14 **Minimum Call-In Time (Scheduled):** An employee assigned to work overtime at least four (4) days in advance will be compensated for the actual hours worked at the appropriate overtime rate of pay.
- 11.15 **Right of Refusal:** Any employee who is, by nature of the current job

assignment, the most qualified, or the only one qualified, to do a job, may not refuse an overtime assignment or a call back, or call-in assignment, except in case of an extreme personal emergency on the part of the employee.

Employees in a classification who are assumed to have equal skills/knowledge may refuse such assignments, with the exception that, should all members of a classification refuse the assignment, management shall make the assignment based on the least seniority in the bargaining unit.

- 11.16 **Stand by Time:** All stand by time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked under this Agreement.
- 11.17 **Call-Back Time (Unscheduled):** Any employee called back to work after completion of his/her regular assignment shall be compensated for at least four (4) hours of work at the overtime rate, irrespective of the actual time less than that which is required to be worked. Any employee called in to work with less than four (4) days notice on a day when the employee is not scheduled to work shall receive a minimum of four (4) hours pay at the appropriate overtime rate of pay under this Agreement.
- 11.18 **Hours Worked:** For the purpose of computing the number of hours worked, all time during which an employee is in paid status shall be construed as hours worked.
- 11.19 **Emergency Campus Closure:** When the campus is closed for emergencies during a regular work shift and staff members work, equal time off will be granted at a later date. If an employee is required to work beyond his/her regular work shift, the employee will be paid at the appropriate overtime rate. Such time will be requested and approved on the same basis as floating holidays.
- 11.20 **Remote Work:** With the District's approval, an employee may be called upon to resolve work related problems remotely without returning to the work site. Compensation for remote work shall be a minimum of one (1) hour, or the actual time worked, whichever is greater, to be paid at the overtime rate. In the event a later call is received after the prior one hour of time worked, and the call requires the employee to again resolve work-related problems, the employee shall be paid for an additional one hour of overtime. Remote work performed during a regularly scheduled telecommuting assignment is not eligible for payment under this Article. The District shall not pay an employee for call back pay or remote work pay during the same period of time.
- 11.21 **Flexible Scheduling:** The District recognizes that flexible scheduling of work hours which accommodate the personal preference of employees and meets

department needs may be of benefit to both the employees and the District. Employees may voluntarily work a flexible schedule so long as the core needs of the District are met.

Requests for flexible schedules shall be made and evaluated at the department level. Therefore, different types of schedules may be implemented depending on the needs of each department. The department manager retains the right to determine the core needs of his/her department.

A proposal for a flexible schedule whether introduced by the employee or the manager shall be discussed between employee and the manager before the proposed schedule begins. An agreed upon flexible schedule between the manager and the employee will be documented and a copy sent to Human Resources and to the Local 39 Representative.

Flexible scheduling arrangements may be discontinued after the affected employee and the manager have discussed the change for the following: a change in personnel; the request of the employee; or the determination by management.

ARTICLE 12 HOLIDAYS/BREAKS

12.1 **Scheduled Holidays:** The District agrees to provide all employees in the bargaining unit with the following paid holidays:

- 12.1.1 New Year's Day
- 12.1.2 District Holiday - day following New Year's Day
- 12.1.3 Martin Luther King Jr. Day - Third Monday in January
- 12.1.4 *Lincoln's Day
- 12.1.5 President's Day - Third Monday in February
- 12.1.6 Spring Vacation Day - Friday of the week of spring recess
- 12.1.7 Memorial Day - the last Monday in May
- 12.1.8 Independence Day - July 4
- 12.1.9 Labor Day - the first Monday in September
- 12.1.10 *Veteran's Day
- 12.1.11 Thanksgiving Day - The Thursday proclaimed by the President
- 12.1.12 District Holiday - Friday following Thanksgiving Day
- 12.1.13 Christmas Day
- 12.1.14 District Holiday - day following Christmas Day

* As designated by the Governing Board.

12.2 **Floating Holiday:** The District agrees to provide two (2) floating holidays in addition to the holidays specified above. Employees hired after Admission Day will not be eligible for one (1) of the floating holidays during their first year of employment. Said floating holidays are to be taken with prior approval of the first level supervisor at any time during the unit member's work year. Holidays shall have no (a) cash value; i.e., employees terminating services with the District prior to taking holidays shall have no entitlement to payment for such unutilized holidays; (b) the holidays shall not be accrued and carried over from year to year; and (c) the holidays shall not be attached to vacation unless approved by the employee's immediate supervisor.

12.3 **Holidays on Saturday or Sunday:** When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following workday not a holiday shall be deemed to be that holiday. Holidays falling on a day designated as a non-work day other than Saturday or Sunday (including, but not limited to, Winter recess, Spring recess) shall be observed as floating holidays.

12.4 **Holiday Eligibility:** Except as otherwise provided in this Article, an employee must be in paid status on any portion of the working day immediately preceding or succeeding the holiday to be paid for the holiday.

12.5 **Breaks:** In addition to the mandated contract holidays during the Christmas season and Spring Break period, the District may designate additional days that the campus would be closed. Additional days off will be shared on a one-for-one basis with the District. For example, if the campus were closed three (3) additional days at Christmas, the District would grant 1-1/2 days and 12-month employees would take 1-1/2 days of their own time. If the campus were closed four (4) additional days at Spring Break time, the District would grant two (2) days and 12-month employees would take two (2) days of their own time.

This proposal applies only to 12-month employees who would regularly be assigned to work during this holiday period. The District will not grant extra time to employees not regularly scheduled to work during these break periods.

ARTICLE 13 VACATION PLAN

- 13.1 **Eligibility:** All employees in the bargaining unit shall earn paid vacation time under this Article except that this amount is not vested until the completion of six (6) months of employment. Vacation benefits are earned on a fiscal year basis July 1 - June 30.
- 13.2 **Paid Vacation:** Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. Upon six (6) months employment, paid vacation may be granted in the fiscal year in which it is earned.
- 13.3 **Grandfather Clause:** Bargaining unit employees employed by the District before August 17, 1977, shall retain their present vacation benefits. If applicable, these employees shall accrue additional vacation days according to the schedule. In no case shall these employees be adversely affected by implementation of the schedule shown below.

- 13.3.1 Accumulation: Vacation shall be earned and accumulated on a basis of a twelve (12) month or eight (8) hour day position or proration thereof (proration is figured as follows: days of contract plus holidays divided by 260 x vacation days earned by years of service).

The maximum amount of accumulated unused vacation time earned that may be carried over to the next fiscal year (July 1) is two (2) years.

If the employee has excess vacation over the two-year limit on July 1, the employee has until September 1 to take the excess vacation.

In the event the employee does not take excess vacation leave by September 1, the employee will not accrue additional vacation until it is taken.

Once the excess vacation is taken, vacation accrual will begin effective on the first of the following month.

13.3.2 Twelve-Month Employees: Vacation entitlement shall be as follows:

12-month/8 hour Employees	Days Accrued	Monthly Accrual	First year Entitlement	Two Year Entitlement
1 month through 9 years	15 days	10.00 hours	120.00 hours	240.00 hours
10 years through 14 years	20 days	13.34 hours	160.08 hours	320.16 hours
15 years and above	25 days	16.67 hours	200.04 hours	400.08 hours

NOTE: Your vacation balance is included in your monthly pay stub.

- 13.4 **Vacation Pay:** Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status.
- 13.5 **Vacation Pay Upon Termination:** When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation earned and accumulated up to and including the effective date of the termination, except as limited in the section on eligibility.
- 13.6 **Vacation Postponement:** If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time.
- If for any reason a bargaining unit employee is denied, in writing, the opportunity to take all or any part of a scheduled earned annual vacation, the amount not taken shall, at the option of the employee, be accumulated for use in the following year, if the employee's projected balance is not in violation of accumulation carry over, or be paid for in cash.
- 13.7 **Holidays:** When a holiday falls during the scheduled vacation of any bargaining unit employee, that day shall not be charged against accumulated vacation time.
- 13.8 **Vacation Scheduling:** Supervisors and employees will make every effort to schedule vacations each year. A request for vacation must be completed at least five (5) days in advance of the date(s) requested to schedule vacation at times requested by bargaining unit employees so far as possible within the District's work requirements.

In the event employees have excess vacation on July 1, beyond the two-year limit, supervisors and employees will schedule and use the excess leave before September 1. In the event the employee refuses to schedule the excess vacation, the manager shall schedule the vacation.

If there is any conflict in scheduling vacations between employees who are working in the same or similar functions, the employee with the greatest bargaining unit seniority shall be given preference as to vacation schedules. Requests that cannot be honored, will be rescheduled by the employee and supervisor.

- 13.9 **Interruption of Vacation:** An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by the Agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.

ARTICLE 14 PAY AND ALLOWANCES

- 14.1 **Compensation/Salary Schedule Improvement:** Effective July 1, 2017, the salary schedule shall be improved by 8.00% continuing monies.

Effective the June 2018 pay period, all Local 39 represented employees shall receive a 2.17% retroactive salary adjustment for FY 17/18. The retroactive salary adjustment payout shall be included in the employee's June 2018 paycheck. The retroactive salary adjustment shall be reported to the Public Employment Retirement Systems (PERS) as stated in the "Banner California Community College Baseline Human Resources 8.2 Handbook" (rev. June 2011), page 3-6 and defined as "RSA- Retroactive Salary Adjustment". The retroactive salary adjustment shall only be effective for FY 17/18.

In addition, the District will add a new step to the salary schedule effective July 1, 2017. Those employee currently at Step 7 will be moved to the new step.

All remaining unit employees, except for those who received a step increment in May or June of 2017, will receive their annual step increment on July 1, 2017. In effect, all eligible Local 39 employees will now have their step increments applied on July 1st of each subsequent year. In order for a new employee to be eligible for the step increment, an employee must have been in paid status for at least six months of the preceding fiscal year.

- 14.2 The parties agree to reopen Article 14 on July 1, 2018 and July 1, 2019 for negotiations over compensation increases. Compensation increases shall be established by the bucket system approach, provided the other District's bargaining units also agree to the bucket system. If the bucket system is not in place for all bargaining units, Local 39 and Solano Community College shall negotiate through traditional negotiations.

14.2.1. **Bucket System:** Local 39 agrees to participate with Solano Community College District and the other SCCD bargaining groups to establish the terms and conditions of the bucket system.

- 14.3 Solano Community College District agrees to conduct a total compensation study for the entire bargaining unit. The study shall be completed by 12/31/2018. The college will meet with the Union to select similar community colleges within the geographic region for comparison. The District and the Union shall meet after 12/31/2018 to negotiate an implementation plan for the study results if the study determines the total compensation is below the average. The negotiated plan will be implemented on July 1, 2019.

- 14.4 The parties agree there will be no reductions in compensation during the term

of the agreement and that any negotiated increases shall be retroactive to July 1 of the contract reopener year.

14.5 **Payroll Errors:** Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a supplemental written check issued, not later than five (5) working days after the employee provides notice to the payroll department.

14.6 **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 in overpayment.

The employee shall notify the District Payroll Office of the overpayment as soon as it is discovered. When the district discovers the error, the Payroll Office shall notify the employee in writing of the nature of the overpayment and the amount owed.

The money owed to the District shall be deducted from the next warrant due to the employee when:

- a. The overpayment is \$220 or less; or
- b. when the overpayment is the result of overuse of leave privileges; or
- c. the overpayment is an extraordinary amount that the employee would reasonably be expected to recognize as an error or overpayment; or
- d. when the error is discovered within seven (7) working days of the overpayment and notification to the employee occurs within the same seven-day period.
- e. Any verbal notice within the seven (7) day period must be followed by subsequent written notice and calculation of pay prior to the collection of the overpayment.
- f. The written notice to the employee shall indicate that the employee may request an alternate payment plan in writing. The decision to allow an alternate payment plan shall be based upon any factors deemed relevant by the VP of Fiscal Services.
- g. Any amounts due the District which do not fall into any of the above categories will be deducted from future salary warrants at a rate of twenty percent (20%) of the employee's gross pay, but not less than \$200 per pay period until all monies are repaid.
- h. If the employee terminates employment with the District before the overpayment has been repaid, the remaining balance will be deducted in full from the final pay warrant and/or the payment for any outstanding vacation day accruals.
- i. In all cases, neither the District nor employee is precluded from

pursuing legal methods of resolution of a dispute regarding the debt.

- j. Nothing in this section shall preclude an employee from volunteering to repay the debt in larger increments.

14.7 **Out of Classification Compensation:**

14.7.1 **Special Payments:** Any payroll adjustment due an employee in the bargaining unit as a result of working out of class, recomputation of hours, or other reasons other than procedural errors shall be made and a supplemental check issued at the next regular payroll period.

14.7.2 Classified employees shall not be required to perform duties which are not fixed and prescribed for the position beyond five (5) days within a fifteen (15) calendar-day period. An employee may be required to perform duties beyond those assigned to the position for a period of more than five (5) working days provided that the salary is adjusted upward for the entire period he/she is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside normal assigned duties.

14.7.3 For reclassification matters, please see Article 19, subarticle 19.2.

14.8 **Lost Checks:** Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not delivered within five (5) days of mailing if mailed, shall be replaced not later than five (5) working days following the employee's written demand of the payroll department for replacement of the check.

14.9 **Mileage:** Any employee in the bargaining unit required to use his/her vehicle on District business shall be reimbursed at IRS rate. The effective date of the rate change shall be determined by the Vice President of Administrative and Business Services in accordance with receiving official authorization of the change and at the beginning date of the next accounts payable cycle.

14.10 **Reimbursement for Meals and Lodging:** Any employee who must be in attendance at conference or on other approved District business, shall be reimbursed for meals on a per diem basis per District policy for all employees. (Current rates are: breakfast - \$10.00, lunch - \$15.00, dinner - \$31.00.)

14.10.1 **Day travel:** An employee who is required to be away from the District for one (1) day shall not be compensated for dinner unless, under normal driving time, he/she would be unable to return to his/her residence, by direct route, by 7:00 p.m.

Receipts shall not be required.

- 14.10.2 Overnight travel: Employees required to be away from the District overnight thereby requiring lodging shall be reimbursed at the usual and customary rate for lodging, for the employee's room expense only.

Receipts shall be required.

Employees shall have their estimated expenses approved by the immediate supervisor prior to such expenditures.

- 14.11 **Step Increments**: All eligible employees shall receive their step increase effective July 1st of each year. In order for a new employee to be eligible for the step increment, an employee must have been in paid status for more than six months of the preceding fiscal year.

- 14.12 **Longevity Increment**: A member of the bargaining unit shall receive longevity increments on his/her anniversary date. Longevity increments are non-cumulative and shall be implemented as follows:

- a. 2-1/2% above base pay after 5 years of service.
- b. 5% above base pay after 7 years of service.
- c. 7-1/2% above base pay after 10 years of service.
- d. 10% above base pay after 14 years of service.
- e. 10% above base pay plus \$6,000 annually at the beginning of the 25th year of service.

14.13 **Employee Expenses and Materials:**

- 14.13.1 Uniforms: The District shall pay the full cost of the purchase, lease, rental and maintenance of uniforms, identification badges, emblems and cards required by the District to be worn or used by bargaining unit employees. The District shall provide an adequate number of protective smocks to be used by employees when performing work which could damage their clothing.

- 14.13.2 Tools: The District shall provide all tools and equipment which, in the opinion of management, are required in the performance of employment duties.

- 14.13.3 Replacing or Repairing Employees' Property: If the District requires the use of an employee's personal property it shall provide reimbursement for the loss or destruction of such property.
- 14.13.4 Public Liability/Medical Payments: The District shall provide public liability insurance which protects the District and employees for liabilities related to the operation of the District and to the performance of duties by employees within the scope of their employment. The District shall also provide medical payment insurance for employees injured while traveling in automobiles on official District business.
- 14.13.5 Physical Examinations: The District agrees to pay the full cost for any physical examination and TB test required as a condition of continued employment. The physical examination shall be reported on a District approved form and administered by a licensed physician.
- 14.13.6 Hold Harmless Clause: The District shall insure against the personal liability of each bargaining unit member for damages for death, injury to a person, or damage or loss of property caused by the negligent act or omission of the employee when acting within the scope of his/her employment.

ARTICLE 15 HEALTH AND WELFARE BENEFITS

- 15.1 **Health and Welfare:** The District agrees to provide a health and welfare package for all employees in the bargaining unit and their dependents for medical, dental, and vision insurance programs. Appendix B.

Appendix B shall be updated to reflect the current rates for health and welfare benefits as required.

The District offers a variety of medical insurance plans through CalPERS. Employees who have a full-time assignment are eligible for employee-only, employee + 1, or family plans. Regardless of the plan selected by the employee, each employee will contribute \$10 per month toward the medical insurance premium.

The District's obligation for medical premiums in this Article is to Anthem Blue Cross, Blue Shield Access, PERSCare, Kaiser, PERS Choice, and United Health Care.

The employee shall be responsible for all other expenses and changes associated with the health plan of their choice, including, but not limited to, deductibles, co-pays, covered services and products or other out-of-pocket expenses associated with each plan.

Throughout the term of this agreement, the District shall continue to pay the full cost of vision and dental premiums for all unit members and their dependents.

- 15.2 **Eligibility:** All employees hired before January 1, 1998 are eligible for health and welfare benefits as provided in 15.1. Employees hired on or after January 1, 1998 working fewer than 40 hours per week shall receive prorated benefits **if they work 20 or more hours.**

The employee may apply the District's prorata contribution to any or all of the available benefit plans described above **but for CalPERSCare the District's contribution will be the minimum contribution.** To receive coverage an employee would pay the balance of the cost of the premium(s) by monthly payroll deduction after the application of the District's prorata share.

- 15.3 **Flexible Spending Account:** Under the Section 125 program, there are Flexible Spending Accounts (FSA) available to employees. FSA is a tax sheltered account to pay for certain out-of-pocket health care and/or dependent care expenses. New hires can enroll no later than 30 days after date of hire. All other employees may enroll during health benefits open enrollment each year.

As of January 1, 2017, employees can tax shelter up to \$2600 for medical and \$5000 for dependent care. Employees must use funds during the calendar year from January 1-December 31. Any unused funds will not be returned to employee. For additional information on eligible expenses contact Human Resources. This article is not subject to the grievance process.

- 15.4 **Continuation-Disability:** The District agrees to continue payments for all benefit programs provided in Appendix B during the absence of any employee in the bargaining unit who is on paid disability leave. If extended unpaid disability leave is granted, the employee at his/her option may continue payment for all health and welfare programs provided.

- 15.5 **Voluntary Eligibility Reduction of Health Insurance Coverage:** An employee who has dual coverage for medical health insurance, may convert the District's medical insurance contribution to a \$1500 per year (or employee's prorata share thereof) District paid IRC 409(b)(7) Mutual Fund Custodial Account or any other tax-sheltered annuity plan for their choice.
 - 15.5.1 The employee must submit a medical benefit waiver request to the District to determine eligibility. Eligibility is satisfied upon submission of the request and proof of dual coverage.

 - 15.5.2 If the district participates in the IRC 125 Plan, each employee may opt to receive the \$1500 in cash paid in monthly installments of \$125 in lieu of a tax sheltered annuity on a monthly basis in accordance with district procedures.

 - 15.5.3 To receive retirement medical benefits, the employee must enroll in the health plan during the open enrollment period prior to the date of retirement.

ARTICLE 16 WORKING CONDITIONS

16.1 **Parking Fees:** In the event of any fee placed on parking facilities, the District agrees to absorb all costs to employees in the bargaining unit.

16.2 **Safety:** The District shall, within the limitation of its financial capabilities, provide the bargaining unit employee with safe working conditions.

The District will comply with the provisions of the California State Occupational Safety and Health Act regulations within the general industry and construction industry standards.

16.3 **Safety Equipment:** Should the duties of an employee in the bargaining unit reasonably require the use of any equipment or gear, to insure the safety of the employee, the District shall furnish such equipment or gear when the need for same is deemed reasonable and necessary by Management.

In the event of dispute as to reasonableness, the applicable provisions of CAL-OSHA regulations shall be the guidelines to be used to resolve the dispute.

16.4 **On-the-Job Accidents:** Employees shall report all on-the-job injuries within 24 hours no matter how minor they may seem, to the Superintendent or his/her designee. Failure to report injuries promptly could deprive the employee of the insurance benefits.

A Union Steward shall be granted release time to accompany a CAL-OSHA representative conducting an on-site walk-around safety inspection.

16.5 **Contracting Out:**

16.5.1 Restriction: The District agrees that it will not contract out work customarily and routinely performed by employees in the bargaining unit without first discussing the matter with the Union.

Work customarily performed by bargaining unit members shall be defined as the regularly assigned work schedule of the employee.

The District also agrees to abide by California Education Code Section 88003.1.

16.5.2 Notice: No contract for services which affect the regular work schedule of employees in the bargaining unit shall be awarded until the Union has been given ten (10) days advance notice of the award.

- 16.6 **Harassment and Intimidation:** The District will not tolerate illegal harassment or intimidation of Union employees by other employees of the District, its managers, supervisors or any elected officials. Illegal harassment and intimidation is defined as any treatment of Union employees which is based on or motivated by a protected grounds and has the purpose or effect of affecting employment decisions concerning a Union employee, or unreasonably interfering with their work performance, or creating an intimidating and hostile working environment. Such conduct includes, but is not limited to, unwelcome conduct of a sexual nature or the arbitrary or capricious changes of assignments of an individual. Protected grounds include: race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, gender, age, sexual orientation, and the exercise of rights protected under the EERA.
- 16.7 **Respected and Professionalism:** All employees shall be treated with respect and professionalism, shall conduct themselves with respect and professionalism, and shall have the right to, and obligation to maintain, a professional work environment. Employees shall not be subject to or engage in the display of a hostile attitude (including but not limited to intimidation, the assignment of unreasonable workloads, uncontrolled yelling, swearing and verbal abuse) by or towards a supervisor, manager, other employee or any elected official.
- 16.8 **Work Assignments:** The district agrees that it will not assign work that is customarily and routinely performed by employees in the bargaining unit to employees in other bargaining units.

ARTICLE 17 TRANSFERS/PROMOTIONS

17.1 **Definitions:** The following are definitions pertaining to transfers and reassignments:

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

- a. *Administrative Transfer.* A transfer initiated by the District. An administrative transfer cannot be to a lower classification.
- b. *Voluntary Transfer.* A transfer initiated by the employee.
- c. *Reassignment.* A transfer to another position or operating unit within the work location. A change in work shift is not a reassignment.

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

- a. Fairfield Main Campus and its area satellites.
- b. Vacaville and its area satellites.
- c. Vallejo and its area satellites.

17.2 **Voluntary Transfer/Promotion Process:**

17.2.1 Voluntary Transfer Process: The District recognizes the interests of its employees in seeking voluntary transfers. Accordingly, when a position in the bargaining unit is advertised, unit members in the same job classification will be given consideration for voluntary transfer prior to consideration of the general applicant pool. To be considered for voluntary transfer, the unit member must submit the required application materials to Human Resources prior to the closing date of the position. For purposes of the following process, a “qualified unit member” is defined as a unit member whose last evaluation had an overall rating of no less than “a three (3) rating”. If five (5) or fewer qualified unit members apply for the voluntary transfer, they will be interviewed by the work location prior to interviewing other applicants. If more than five (5) qualified unit members apply for the voluntary transfer, then at least the five (5) unit members most qualified based

on screening of applications will be interviewed by the work location prior to interviewing other applicants. The District shall ensure that uniform criteria are used in screening applicants for a vacant position. If an applicant for voluntary transfer is recommended for the position, they will be notified by Human Resources or designee. If none of the applicants for voluntary transfer are recommended for the position, their applications will be included in the general applicant pool for the position; however, this does not guarantee that they will be granted a second interview.

17.2.2 Promotion Process: The District recognizes the interests of its employees in seeking promotions. Accordingly, unit member meeting the minimum qualifications will be given consideration for promotion within the LOCAL 39 unit. To be considered for promotion, qualified unit members must submit the required application materials to Human Resources prior to the closing date of the position. For purposes of the following process, a “qualified unit member” is defined as a unit member whose last evaluation had an overall rating of no less than “a three (3) rating” and who meets the minimum qualifications for the vacant position. Based on a screening of applications, a minimum of the five (5) most qualified unit members applying for promotion will be included with those outside candidates selected to interview for the position, if available and not included already. The District shall develop and apply uniform criteria in the screening of applicants.

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

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

17.3.2 Rate of Pay: Employees affected by administrative transfers shall continue to receive their current rate of pay.

17.3.3 Appeal of Administrative Transfer: An employee who believes that an administrative transfer is arbitrary, capricious or punitive may appeal

the decision to the next level of supervision beyond the immediate supervisor and to the **Vice President or designee** of the work location.

- 17.3.4 Notice of Administrative Transfer: An employee who is administratively transferred permanently will receive written notice in advance of the effective date of the administrative transfer as follows:
- a. Within the work location – minimum of two (2) working days; or,
 - b. To a satellite of the work location – minimum of five (5) working days; or,
 - c. To other locations – minimum of ten (10) working days.

ARTICLE 18 JOB VACANCIES

- 18.1 **Posting of Notice:** Notice of all job vacancies shall be posted on the bulletin board in building 1900, emailed to all bargaining unit employees via the District's email system, and posted online at www.solano.edu.
- 18.2 **Notice Contents:** The job vacancy notice shall include the job title, a brief description of the position and duties, the minimum qualifications required for the position and duties; the number of hours per day, regular assigned workshift times, months per year, or days, assigned to the position, the salary range, and the deadline for filing to fill the vacancy.
- 18.3 **Filing:** Any employee in the bargaining unit may file for the vacancy by submitting documents stated on the job announcement to the Human Resources Department by the closing date. Any employee on leave during the period of the posting shall be mailed a copy of the notice by first class mail on the date the position is posted if he/she has notified the Human Resources Department of his/her absence. Any employee on leave or vacation may authorize Local 39 or its officers to file a letter of interest on the employee's behalf.
- 18.4 **First Consideration:** Bargaining unit applicants who meet the minimum qualifications stated in the job announcement shall be interviewed for the vacant position.
- 18.5 **Criteria:** The following criteria shall be used in consideration of transfers and/or promotions.
- 18.5.1 The needs and efficient operation of the office.
 - 18.5.2 The contribution the unit member can make in the new position.
 - 18.5.3 The qualifications as specified in the job description.
 - 18.5.4 Evaluations within the past two years may be considered.

ARTICLE 19 RECLASSIFICATION

- 19.1 **Working Out of Class:** An employee required to work at a higher classification may be eligible for a salary adjustment. Refer to Article 14.4.
- 19.2 **Reclassification:**
- 19.2.1 Reclassification is the upgrading of a position to a higher class as a result of the increase of the duties and/or responsibilities being performed by the incumbent in such position.
 - 19.2.2 Reclassification may be employee and/or District initiated.
 - 19.2.3 The position will be reviewed, not the person serving in the position. Reclassification should not be viewed as a reward for superior services, seniority or qualifications of the incumbent or temporary nature of assignments. Assuming duties on one's own authority does not constitute a basis for reclassification.
 - 19.2.4 Cross-training, learning new duties, or assisting other employees on an occasional basis is encouraged and will not be considered a basis for reclassification.
- 19.3 **Reclassification Criteria Resulting in a Salary Adjustment:** (at least one criteria must be met to be eligible)
- 19.3.1 Significant job duties (other than increased workload) added to a specific position by the supervisor or assumed by the employee with the supervisor's knowledge and explicit or tacit approval.
 - 19.3.2 Significant job duties added to a position or class of positions by the District.
 - 19.3.3 Significant changes in levels of responsibility to a position or a class of positions.
- 19.4 **Employee Initiated Reclassification Requests:**
- 19.4.1 The employee shall notify the Associate VP of HR in writing no later than December 1 requesting a reclassification review.
 - 19.4.2 The Associate VP of HR will forward a reclassification questionnaire to the employee in the first workweek of January.

- 19.4.3 The employee must complete the reclassification questionnaire provided for this purpose and attach any supporting documents and submit the documents to Human Resources no later than March 1. If the first falls on a non-workday, the previous workday is the deadline for submission.
- 19.4.4 The employee shall bear the burden of proof in respect to presenting his/her facts and substantiating evidence to support the reclassification request.
- 19.4.5 The Associate VP of HR will forward the employee's questionnaire to the manager for their written response, which must be returned no later than April 15 to the Associate VP of HR with a copy sent to the employee. The Associate VP of HR may provide an extension if the manager has reasonable justification.

19.5 Reclassification Review Process:

The Associate VP of HR will review all written reclassification questionnaires and meet with each employee and the manager. The Associate VP of HR will conduct an internal classification analysis and evaluate each request based on the following evaluation factors:

- a. Know How - 25%.
- b. Problem Solving - 20%.
- c. Responsibility - 30%.
- d. Working Conditions - 10%.
- e. Human Relations - 15%.

19.6 Recommendations:

- 19.6.1 The Associate VP of HR shall make a recommendation and within thirty (30) calendar days forward same to the Superintendent/President and to the employee.
- 19.6.2 The employee may appeal the recommendation of the Associate VP of HR in writing to the Superintendent/President within fifteen (15) calendar days of the written notification.

19.7 **Action:**

- 19.7.1 The Superintendent/President shall review the recommendation of the Associate VP of HR and the written appeal if one is received within the timeline and make a determination.
- 19.7.2 The Superintendent/President shall make the final decision within thirty (30) calendar days and forward the decision to the Associate VP of HR. The Associate VP of HR shall provide a copy of the decision to the employee. There will be no appeals or grievances to the final decision.
- 19.7.3 Reclassification that results in changes in the job description or job title shall become effective as soon as the Governing Board approves the revised job description and/or job title which shall occur no later than sixty (60) calendar days from the Superintendent/President's decision or from the date of whatever administrative action is taken (in the event that the employee does not appeal the AVP Human Resources determination). Reclassification that results in a salary upgrade will become effective no later than the first workday of the following fiscal year or sooner as determined by the Superintendent/President.

19.8 **District Initiated Reclassification Requests:** The purpose of the district initiated request for reclassification is the result of a reorganization/re-engineering plan that has been approved by the administration and/or Governing Board. The plan may include the restructuring or the changing of current job descriptions and/or job titles for employed staff members. The creation of a new or additional position in a department is not subject to this process. The following process is designed to provide for a thorough review with an implementation of July 1.

- 19.8.1 The manager of the department will discuss a proposal for a reorganization/re-engineering plan with the staff. The purpose of the discussion is to obtain feedback to assist the manager in refining the proposal.
- 19.8.2 The manager will prepare the proposal for submission to the appropriate Vice President.
- 19.8.3 The Vice President is responsible for obtaining the appropriate approval. The Vice President will meet with the department manager to discuss revisions and/or modifications to the proposed plan.
- 19.8.4 If approved, a formal proposal shall be developed and a copy forwarded to the Associate VP of HR no later than January 1. The Associate VP of HR will forward a copy to the Operating Engineers representative. The formal proposal may include but is not limited to

changes in the job duties, job descriptions and job titles. The proposal should include as much supporting information as possible. Salary placements will be determined in the Reclassification Review process.

- 19.8.5 The Operating Engineers representative and the Associate VP of HR shall review the proposal and reach consensus on any recommendations as an addendum to the proposal. The purpose of the review and recommendations is to include additional information to aid in implementation that may impact the employees currently working in the department. Recommendations may include but are not limited to provisions for retraining of current employees serving in the department that may be impacted by the reorganization, creation of a retraining position at an entry level salary until the employee has gained the knowledge, skills, abilities to meet the minimum qualifications of a position. A copy of the recommendations will be forwarded to the Vice President and the requesting manager for information.
- 19.8.6 The requesting manager shall submit the final proposal along with any modified addendum to the Associate VP of HR no later than April 1.
- 19.8.7 The remainder of the process identified in the employee initiated request process shall be followed.
- 19.8.8 No currently employed staff member shall be adversely impacted financially as a result of a reorganization/re-engineering implementation plan except in the case of a formal layoff. Vacant positions will be filled and paid in accordance with the provisions of the collective bargaining agreement.

ARTICLE 20 LAYOFF AND REEMPLOYMENT

- 20.1 **Procedures:** An employee may be terminated from employment or receive a reduction in assigned hours worked because of lack of work or lack of funds. Layoff is not a disciplinary action.

The District shall lay off employees in accordance with District guidelines, California Education Code regulations and collective bargaining agreements, as appropriate.

- 20.1.1 Order of Layoff: Whenever a reduction in force in any area is necessary, the order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in reverse order of layoff.

Length of service means all hours in paid status, whether during the school year, a holiday recess, or during any period that school is in session or closed, but does not include any hours compensated solely on an overtime basis. Hours in paid status shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service of the District except service in restricted positions.

- 20.1.2 Re-employment Preference of Persons Laid Off: Persons laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months and shall be re-employed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations within the District during the thirty-nine (39) months.

Employees who take voluntary demotions or reductions in hours in lieu of layoff or remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months, provided that the same tests of fitness under which they qualified for appointment shall apply.

After an employee receives an offer of reemployment, either verbally or by certified mail to the last known address on file in the Human Resources Department, he/she must notify the District of his/her intention within seven (7) working days to return or not return. Should the employee choose not to return, or remains silent, the employee

forfeits priority to the offered position.

Reduction in force shall be effective no sooner than thirty (30) days from and the date on which the Governing Board takes the action to initiate the layoff. Employees affected by such a reduction in force shall be given written notice of the action of the SCCD Governing Board not less than thirty (30) working days prior to the date the reduction is to be effective.

- 20.2 **Seniority Roster:** The District shall maintain an updated seniority roster indicating employees' class seniority, bargaining unit seniority and hire date seniority. Such rosters shall be available to Stationary Engineers Local 39 upon request.
- 20.3 **Vacation Pay Upon Termination:** Due to layoff, an employee of the District receiving a 30-day layoff notice shall have the option of taking his/her accrued vacation or receiving monetary compensation for such accrued vacation, but shall not be forced to take such vacation within the 30-day notification period. If the employee elects to receive payment or take vacation under this provision, any previously scheduled vacation shall be canceled.
- 20.4 The parties agree to the following impacts and effects of layoffs:
- 20.4.1 Any bargaining unit member who is laid off as a result of lack of work or lack of funds shall be entitled to three (3) months of District paid health benefits for employee and eligible dependents.
- 20.4.2 Any bargaining unit member who is laid off shall be provided the opportunity to take classes tuition free during the following two semesters at Solano Community College.
- 20.4.3 Any laid off employees who are subsequently reinstated will be given all rights as provided by the Education Code.

The parties acknowledge that in agreeing to the above, the parties have fully met and completed their respective obligations to bargain the impact of layoffs with regard to the above issues, and the District shall be under no further obligation to negotiate any impacts or effects regarding these matters.

However, in the event of layoffs, the Union may request to negotiate with the District regarding other impacts and effects of layoff.

ARTICLE 21 GRIEVANCE PROCEDURE

21.1 **Section 1 – Definitions:**

21.1.1 "Grievance" is any complaint of a member involving interpretation, application or alleged violation of this Agreement. It is the intent of the parties to review and resolve grievances at the lowest possible administrative level.

21.1.2 A "grievant" may be any member of the bargaining unit covered by the terms of this Agreement.

21.1.3 A "day" for the purposes of this grievance policy is any day on which the District Office of the Solano County Community College District is open for business.

21.1.4 The "immediate supervisor" is the first level management employee having immediate jurisdiction over the grievant--not within the same bargaining unit as the grievant.

21.2 **Section 2 - Time Limits:** The bargaining unit members who fail to comply with the established time limits at any step will forfeit all rights to the further application of the grievance procedure for the alleged violation of this Agreement.

21.3 **Section 3 - Other Provisions:**

21.3.1 "Application" - Grievances as defined in this Agreement shall be brought only through this procedure.

21.3.2 "Grievance Processing - Limits" - The grievance procedure must be invoked within thirty (30) days of the time the grievance or alleged grievance could reasonably have become known to the member.

21.4 **Section 4 - Informal Discussion - Oral:** Prior to a member initiating this grievance procedure, an informal discussion shall take place between the member and his/her immediate supervisor. The member may be represented by the Union.

21.4.1 Level I:

A. If the grievance is not resolved by informal discussion, it shall be stated in writing on the "Grievance Report" form as provided by the Union, (a copy of which is attached hereto as Appendix C)

signed by the grievant and presented to his/her immediate supervisor, and a copy sent to the Superintendent/President.

- B. The "Grievance Report" form must be complete, including but not limited to, full employee name, all facts giving rise to the grievance, the date of occurrence, the date of informal discussion, and shall state and identify by appropriate reference all provisions and sections of this Agreement alleged to be violated; shall state the contention of the employee, with respect to these provisions; and shall indicate the specific relief, action, or remedy requested.
- C. The supervisor shall communicate his/her decision to the bargaining unit member in writing within ten (10) working days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.

21.4.2 Level II:

- A. In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the decision to the Superintendent/President or his/her designee within ten (10) calendar days.
- B. This statement shall include a copy of the original grievance, a written copy of the decision rendered by his/her supervisor (attached), and a clear, concise statement of the reasons for the appeal.
- C. The Superintendent/President, or his/her designee, shall communicate the decision to the grievant in writing within ten (10) calendar days of receiving the appeal. If the Superintendent/President or his/her designee does not respond within the same limits, the grievant may appeal to the next level.

21.4.3 Level III:

- A. In the event that the grievance is not satisfactorily adjusted at Level II, the parties may refer the grievance to mediation for resolution. The request shall be made within five (5) calendar days of the receipt of the response at Level II or the failure of the District to timely respond. Upon reference of the matter to mediation, the California State Mediation and Conciliation Services shall be requested to provide a mediator and thereafter the mediation process shall proceed under the auspices of the State Agency (CSMCS). The opinion and findings of the mediator will not be admissible at any level of the grievance procedure.

If the grievance is unable to be resolved through mediation, the Union may submit a request in writing that the grievance be submitted to advisory arbitration. The request shall be made within five (5) calendar days of the receipt of the response at Level II or the failure of the District to timely respond after the conclusion of mediation. The parties shall immediately attempt to select a mutually acceptable arbitrator either from lists to be developed by the parties or developed by the PERB. If the parties are unable to agree upon an arbitrator within ten (10) days of the request for arbitration, the grievance may be submitted for arbitration to the State Mediation and Conciliation Service. The cost of arbitration shall be borne jointly by the parties. The employee shall be provided a copy of the arbitrator's decision.

21.4.4 Level IV:

- A. The Governing Board has twenty-five (25) calendar days or two (2) Board meetings, whichever comes sooner, to review the advisory arbitrator's decision and make a final decision. If no decision is made by the Governing Board in this time period, the decision of the advisory arbitrator shall control.

21.5 **Restrictions:** If the employee files any grievance in any form other than under this procedure, then the District shall not be required to process the same claim or set of facts under this procedure. For Level II to be operative, the form must be developed and mutually agreed upon with forty-five (45) days of the effective date of this Agreement. In the event there is no form provided by the District, the employee may proceed with the grievance by a written letter.

ARTICLE 22 CHECK OFF AND ORGANIZATIONAL SECURITY

22.1 **Check Off:** The Union shall have the sole and exclusive right to have membership dues, and service fees deducted for employees in the bargaining unit by the District. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs jointly approved by the Union and the District. The District shall pay to the designated payee within a reasonable period of time the deduction of all sums.

22.2 **Dues Deduction:** The District shall deduct in accordance with the Union dues and service fee schedule, attached hereto and marked Appendix D, dues from the wages of all employees who are members of the Union on the date of the execution of this Agreement, and who have submitted dues authorization forms to the District.

The District shall deduct the dues in accordance with the dues and service fee schedule, attached hereto and marked Appendix D, from the wages of all employees who, after the date of execution of this Agreement, become members of the union and submit to the District a dues authorization form.

The District shall immediately notify the Union Steward if any member revokes a dues authorization.

22.3 **Service Fee:** The Union and the District agree that each employee in bargaining unit should contribute equally toward the cost of administration of this Agreement by the Union and for the representation of employees in the bargaining unit by the Union.

Employees in the bargaining unit who are not members of the Union on the effective date of this Agreement and employees who hereafter come into the bargaining unit shall either within thirty (30) days of the date of this Agreement or their employment apply for membership and execute an authorization for dues deduction on a form provided by the Union or in the alternative, the District shall deduct from the salaries of such employees, service fees as set forth in the Union service fee schedule attached hereto and marked Appendix D.

In the event that any Union member revokes a dues authorization, the District shall deduct from the salary of such employee the service fee as set forth in the Union dues and service fee schedule, attached hereto and marked Appendix D.

22.4 **Religious Objection:** Any employee of the District, subject to this Agreement, who is a member of a bona fide religion, body or sect which is recognized by

the National Labor Relations Board as historically holding a conscientious objection to joining or financially supporting a public employee organization shall, upon presentation of verification of active membership in such religion, body or sect, be permitted to make a charitable contribution equal to the service fee in lieu of Union membership or service fee payment. Declaration or applications for religious exemption and any other supporting documentation shall be forwarded to the Union within fifteen (15) days of receipt by the District. The Union shall have fifteen (15) days after receipt of a request for religious exemption to challenge any exemption granted by the District. If challenged, the deduction to charity shall commence, but shall be held in escrow pending resolution of the challenge. Charitable contributions shall be by regular payroll deductions only. Deductions made pursuant to this section shall be made to a non-religious, non-labor, or a charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code chosen by the employee.

Employees claiming a religious exemption shall be required to file a written statement under oath or affirmation with the Union, which identifies the religious organization by name, if any, and which provides in detail that the employee and the organization meet all of the requirements for claiming the religious exemption.

- 22.5 **Hold Harmless Clause:** The Union shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other action arising from the organizational security provisions contained herein.

ARTICLE 23
NO STRIKES OR LOCKOUTS

It is agreed by the Union and the Employer that there shall be no strikes or lockouts during the term of this Agreement.

Local 39 further agrees it will not cause, engage in, encourage, or assist in any strike or similar action or conduct on the part of other employee organizations of the District not affiliated with A. F. of L./CIO during the term of this Agreement.

Members shall not be entitled to any wages or benefits whatsoever or any compensation while engaged in any strike or work stoppage or slowdown.

ARTICLE 24 SEVERABILITY

- 24.1 **Savings Clause:** If, during the life of this Agreement, any law or any order issued by a court or other tribunal of Competent Jurisdiction, shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be inoperative so long as such law or order shall remain in effect, but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. In the event of suspension or invalidation of any Article or Section of this Agreement, the parties mutually agree to meet and negotiate within ninety (90) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 25
SUCCESSOR CLAUSE

This Agreement shall be binding upon the successor or assigns of the parties hereto and no rights or obligations provided in this Agreement shall be in any manner affected by sale, merger, or assignment by either party hereto.

ARTICLE 26 DISTRIBUTION OF CONTRACT

The District agrees it shall cause to be printed, copies of this Agreement as soon as practicable after settlement is reached. The District shall provide copies of the Agreement to Local 39 as may be necessary for new employees and fifteen copies for Union officials.

In reopener years, the District will print any revisions and distribute to employees and union officials. The collective bargaining agreement will be posted to the District's website.

ARTICLE 27 WAIVER CLAUSE

This Agreement may be altered, changed, added to, deleted from, or modified only through the mutual consent of the parties.

Parties expressly waive and relinquish the right, and each agree the other shall not be obligated during the term of this Agreement to bargain collectively with respect to any subject or matter whether referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both the District or Local 39 at the time they negotiated or executed this Agreement.

ARTICLE 28 DEFINITIONS

- 28.1 **Allocation** is the placement of a class on a specific salary schedule range or rate.
- 28.2 **Anniversary date** is the date an employee is hired and the same date each succeeding year.
- 28.3 **Apprentice** is a trainee in a professional, technical, or skilled field.
- 28.4 **Bargaining unit seniority** is secured by hours in paid status in a class or classes included in the bargaining unit, excluding overtime hours.
- 28.5 **Bumping right** is the right of an employee, under certain conditions, to displace an employee with less seniority in a class.
- 28.6 **Class** is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.
- 28.7 **Class description** is the description of the duties, responsibilities, minimum qualifications, and authority of positions in a class.
- 28.8 **Classification** is the act of placing a position in a class and shall be construed to mean that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a statement of the specific duties required to be performed in each such position, and the regular monthly salary range for each such position.
- 28.9 **Conditional status** is accorded to a permanent employee who has been promoted to a higher classification. Such status shall not exceed six (6) months in duration.
- 28.10 **Demotion** is a change in assignment of an employee from a position in one class to a position in another class that is allocated to a lower maximum salary rate.
- 28.11 **Differential** is a salary allowance in addition to the basic rate or schedule based upon additional skills, responsibilities, hours of employment, or distasteful or hazardous work.
- 28.12 **Domestic Partner** as used in this Agreement shall mean persons in a domestic partnership as defined in California Family Code Section 297(b).

- 28.13 **Fiscal year** is July 1 through June 30.
- 28.14 **Health & welfare benefits** means any form of insurance or similar benefit programs, including, but not limited to, medical, hospitalization, surgical, prescription drug, dental, optical, psychiatric, life, disability, prepaid legal, or income protection insurance, or annuity programs.
- 28.15 **Hire date seniority** is secured by hours in paid status from the first day in paid status (excluding overtime hours).
- 28.16 **Incumbent** is an employee assigned to a position and who is currently serving in or on leave from the position.
- 28.17 **Industrial accident or illness** is an injury or illness arising out of or in the course of employment with the District.
- 28.18 **Involuntary demotion** is a demotion without the employee's voluntary written consent.
- 28.19 **Leave and transfer policies** means any policy concerning any form of employee leave or transfer, including, but not limited to, sick leave, vacations, personal leave, industrial accident or illness leave, holidays, training leave, or transfer of an employee from one site to another.
- 28.20 **Minimum qualifications** are qualifications mandated for the position and which must be possessed by an employee before he/she can be considered for employment in a specific class.
- 28.21 **Permanent employee** is a regular employee who successfully completes an initial probationary period.
- 28.22 **Probationary employee** is a regular employee who will become permanent upon completion of twelve (12) months of satisfactory employment.
- 28.23 **Professional expert** is an employee hired on a temporary basis for a specific project.
- 28.24 **Promotion** is a change in the assignment of an employee from a position in one class to a vacant position in another class with a higher maximum salary rate.
- 28.25 **Reallocation** is movement of an entire class from one salary range or rate to another salary range or rate.
- 28.26 **Reclassification** is the upgrading of a position to a higher class as a result of

the increase of the duties and/or responsibilities being performed by the incumbent in such position.

- 28.27 **Reemployment** is the return to duty of an employee who has been placed on a reemployment list.
- 28.28 **Reemployment list** is a list of names of persons who have been laid off for lack of work or lack of funds, or exhaustion of sick leave, industrial accident or illness, or other leave privileges, and who are eligible for reemployment without examination in their former class for a period of thirty-nine (39) months, said list arranged in order of their right to reemployment.
- 28.29 **Regular employee** is an employee, whether permanent, probationary, full-time, or part-time, who is not a restricted, substitute, apprentice, professional expert, or student employee.
- 28.30 **Regular rate of pay** - the regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in the current adopted salary schedule. The regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this Agreement.
- 28.31 **Restricted employee** is a regular employee in a special category as described in Education Code 88005.
- 28.32 **Safety conditions of employment** means any work-related condition affecting the health, safety or welfare of the employee.
- 28.33 **Salary rate** is a specific amount of money paid for a specific period of service.
- 28.34 **Salary schedule** is a series of salary steps and ranges which comprise the rates of pay for all classes.
- 28.35 **Salary step** is one of the salary levels within the range of rates for a class.
- 28.36 **Seniority in class** is secured by regular assigned hours in paid status in a class excluding overtime hours.
- 28.37 **Short-term employee** is a person hired for a specific temporary project of limited duration which, when completed, shall no longer be required.
- 28.38 **Student employee** is either an employee employed by the District who is also a full-time student enrolled in twelve (12) or more units, any student employed in a college work-study program, or in any state or federally funded work experience program.

- 28.39 **Substitute employee (temporary absence)** is a person hired to perform the duties of a position in the temporary absence of the employee who is regularly assigned to that position.
- 28.40 **Substitute employee (vacancy)** is a person hired to perform the duties of a position that has been vacated by the employee regularly assigned to that position. A substitute hired to fill a vacancy is limited to sixty (60) calendar days. An extension must be approved by the Union.
- 28.41 **Uniforms** are any clothing of a particular color, design, pattern or style required to be worn by the District.
- 28.42 **Voluntary demotion** is a demotion agreed to in writing by the employee and the District.
- 28.43 **Working hours** are all hours in paid status.

**ARTICLE 29
DURATION CLAUSE**

Except as provided herein, this Agreement shall become effective July 1, 2017 and shall continue in effect to and including June 30, 2020.

Signed and entered into this 19th day of July 2017 (Board action July 19, 2017).

**SOLANO COMMUNITY COLLEGE
DISTRICT**

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
STATIONARY ENGINEERS LOCAL
NO. 39**

Rosemary Thurston
President, Governing Board

Jerry Kalmar
Business Manager, Local 39

Celia Esposito-Noy, Ed.D.
Superintendent/President

Tony DeMarco
President, Local 39

Mary Jones
Chief Negotiator, District

Steve Crouch
Director of Public Employees, Local 39

Stan Eichenberger
Chief Negotiator, Local 39

Jeffrey Lehfeldt
Negotiating Team Member, Local 39

Connie Barron-Griffin
Negotiating Team Member, Local 39

Richard Cross
Negotiating Team Member, Local 39

Irene Camins
Negotiating Team Member, Local 39

Paul Finley
Negotiating Team Member, Local 39

APPENDIX A

Solano Community College District																
2017-2018 Operating Engineers, Local 39 Salary Schedule																
(No Professional Growth - ER & E1)																
	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7		Step 8	
Range	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
R1	\$11.97	\$24,889.63	\$12.41	\$25,810.64	\$12.99	\$27,023.67	\$13.53	\$28,146.85	\$14.07	\$29,270.03	\$14.71	\$30,595.38	\$15.38	\$31,980.74	\$16.07	\$34,539.20
R2	\$12.41	\$25,810.64	\$12.99	\$27,023.67	\$13.53	\$28,146.85	\$14.07	\$29,270.03	\$14.71	\$30,595.38	\$15.39	\$32,010.58	\$16.10	\$33,491.25	\$16.83	\$35,005.05
R3	\$12.99	\$27,023.67	\$13.53	\$28,146.85	\$14.07	\$29,270.03	\$14.71	\$30,595.38	\$15.39	\$32,010.58	\$16.06	\$33,403.33	\$16.76	\$34,856.66	\$17.52	\$36,432.18
R4	\$13.53	\$28,146.85	\$14.07	\$29,270.03	\$14.71	\$30,595.38	\$15.39	\$32,010.58	\$16.06	\$33,403.33	\$16.74	\$34,818.53	\$17.45	\$36,293.69	\$18.24	\$37,934.17
R5	\$14.07	\$29,270.03	\$14.71	\$30,595.38	\$15.39	\$32,010.58	\$16.06	\$33,403.33	\$16.74	\$34,818.53	\$17.50	\$36,390.98	\$18.29	\$38,034.44	\$19.11	\$39,753.60
R6	\$14.71	\$30,595.38	\$15.39	\$32,010.58	\$16.06	\$33,403.33	\$16.74	\$34,818.53	\$17.50	\$36,390.98	\$18.34	\$38,143.14	\$19.22	\$39,979.66	\$20.09	\$41,786.74
R7	\$15.39	\$32,010.58	\$16.06	\$33,403.33	\$16.74	\$34,818.53	\$17.50	\$36,390.98	\$18.34	\$38,143.14	\$19.14	\$39,805.44	\$19.97	\$41,540.19	\$20.87	\$43,417.81
R8	\$16.06	\$33,403.33	\$16.74	\$34,818.53	\$17.50	\$36,390.98	\$18.34	\$38,143.14	\$19.14	\$39,805.44	\$19.98	\$41,557.60	\$20.86	\$43,386.89	\$21.80	\$45,347.97
R9	\$16.74	\$34,818.53	\$17.50	\$36,390.98	\$18.34	\$38,143.14	\$19.14	\$39,805.44	\$19.98	\$41,557.60	\$20.84	\$43,354.69	\$21.75	\$45,229.48	\$22.73	\$47,273.86
R10	\$17.50	\$36,390.98	\$18.34	\$38,143.14	\$19.14	\$39,805.44	\$19.98	\$41,557.60	\$20.84	\$43,354.69	\$21.77	\$45,286.55	\$22.74	\$47,304.50	\$23.77	\$49,442.67
R11	\$18.34	\$38,143.14	\$19.14	\$39,805.44	\$19.98	\$41,557.60	\$20.84	\$43,354.69	\$21.77	\$45,286.55	\$22.79	\$47,398.13	\$23.85	\$49,608.16	\$24.93	\$51,850.45
R12	\$19.14	\$39,805.44	\$19.98	\$41,557.60	\$20.84	\$43,354.69	\$21.77	\$45,286.55	\$22.79	\$47,398.13	\$23.80	\$49,509.70	\$24.86	\$51,715.35	\$25.99	\$54,052.88
R13	\$19.98	\$41,557.60	\$20.84	\$43,354.69	\$21.77	\$45,286.55	\$22.79	\$47,398.13	\$23.80	\$49,509.70	\$24.92	\$51,823.45	\$26.08	\$54,245.33	\$27.26	\$56,697.22
R14	\$20.84	\$43,354.69	\$21.77	\$45,286.55	\$22.79	\$47,398.13	\$23.80	\$49,509.70	\$24.92	\$51,823.45	\$26.08	\$54,249.52	\$27.30	\$56,789.16	\$28.54	\$59,356.03
R15	\$21.77	\$45,286.55	\$22.79	\$47,398.13	\$23.80	\$49,509.70	\$24.92	\$51,823.45	\$26.08	\$54,249.52	\$27.29	\$56,765.44	\$28.56	\$59,398.04	\$29.85	\$62,082.83
R16	\$22.79	\$47,398.13	\$23.80	\$49,509.70	\$24.92	\$51,823.45	\$26.08	\$54,249.52	\$27.29	\$56,765.44	\$28.56	\$59,393.67	\$29.88	\$62,143.60	\$31.23	\$64,952.49
R17	\$23.80	\$49,509.70	\$24.92	\$51,823.45	\$26.08	\$54,249.52	\$27.29	\$56,765.44	\$28.56	\$59,393.67	\$29.91	\$62,201.62	\$31.32	\$65,142.32	\$32.73	\$68,086.75
R18	\$24.92	\$51,823.45	\$26.08	\$54,249.52	\$27.29	\$56,765.44	\$28.56	\$59,393.67	\$29.91	\$62,201.62	\$31.33	\$65,166.81	\$32.82	\$68,273.35	\$34.31	\$71,359.31
R19	\$26.08	\$54,249.52	\$27.29	\$56,765.44	\$28.56	\$59,393.67	\$29.91	\$62,201.62	\$31.33	\$65,166.81	\$32.79	\$68,199.39	\$34.31	\$71,373.10	\$35.87	\$74,599.16
R20	\$27.29	\$56,765.44	\$28.56	\$59,393.67	\$29.91	\$62,201.62	\$31.33	\$65,166.81	\$32.79	\$68,199.39	\$34.38	\$71,501.54	\$36.04	\$74,963.57	\$37.67	\$78,351.92
R21	\$28.56	\$59,393.67	\$29.91	\$62,201.62	\$31.33	\$65,166.81	\$32.79	\$68,199.39	\$34.38	\$71,501.54	\$35.93	\$74,736.29	\$37.56	\$78,117.39	\$39.25	\$81,648.29
R22	\$29.91	\$62,201.62	\$31.33	\$65,166.81	\$32.79	\$68,199.39	\$34.38	\$71,501.54	\$35.93	\$74,736.29	\$37.53	\$78,060.90	\$39.20	\$81,533.40	\$40.97	\$85,218.71
R23	\$31.33	\$65,166.81	\$32.79	\$68,199.39	\$34.38	\$71,501.54	\$35.93	\$74,736.29	\$37.53	\$78,060.90	\$39.27	\$81,677.53	\$41.09	\$85,461.73	\$42.95	\$89,324.60
Effective:	07/01/17								Longevity Pay:							
Board Approved:	07/19/17								Add	2.50%	After 5 Years of Service					
Revised:	07/01/17								Add	5.00%	After 7 Years of Service					
									Add	7.50%	After 10 Years of Service					
									Add	10.00%	After 14 Years of Service					
									Add	\$6,000 annually	Beginning of 25th Year of Service					

http://www.solano.edu/hr/salary_info.php

**Solano Community College District
2017-2018
Salary Ranges for Operating Engineers Local 39 Classified
Positions**

Title	Range	
Anatomy/Physiology Lab Tech	16	\$47,398.13-\$64,952.49
Athletic Trainer	15	\$45,286.55-\$62,082.83
Biology Lab Technician	16	\$47,398.13-\$64,952.49
Biotechnology Lab Technician	16	\$47,398.13-\$64,952.49
Carpenter	18	\$51,823.45-\$71,359.31
Chemistry Lab Technician	16	\$47,398.13-\$64,952.49
Courier	9	\$34,818.53-\$47,273.86
Custodian	8	\$33,403.33-\$45,347.97
Electrician	18	\$51,823.45-\$71,359.31
Engineer	18	\$51,823.45-\$71,359.31
General Maintenance Worker	10	\$36,390.98-\$49,442.67
Grounds Maintenance Technician	10	\$36,390.98-\$49,442.67
Horticulture Lab Technician	12	\$39,805.44-\$54,052.88
Kinesiology/Athletic Assistant	10	\$36,390.98-\$49,442.67
Lead Carpenter	19	\$54,249.52-\$74,599.16
Lead Custodian	10	\$36,390.98-\$49,442.67
Lead Engineer	19	\$54,249.52-\$74,599.16
Physical Science/Engineering Lab Tech	16	\$47,398.13-\$64,952.49
Science Lab Technician	16	\$47,398.13-\$64,952.49
Telecommunications Network Engineer	23	\$65,166.81-\$89,324.60
Telecommunications Network Technician	22	\$62,201.62-\$85,218.71
Theater Production Technician	13	\$41,557.60-\$56,697.22
Theater Technician	10	\$36,390.98-\$49,442.67
Vehicle & Equipment Mechanic	19	\$54,249.52-\$74,599.16

http://www.solano.edu/hr/salary_info.php

FRINGE BENEFIT PLANS

For the employee's information, the following rates are District paid premiums based on full-time, twelve-month employees and are subject to annual adjustments. For specific retiree rates, please contact the Human Resources Department.

Medical Insurance Plans – CalPERS Health Program

Web site: www.Calpers.org

BLUE SHIELD ACCESS+ or PERS CHOICE or KAISER (rates effective 1/1/17-12/31/17) – Bay Area Monthly Premiums

	BLUE SHIELD Month	PERS CHOICE Month	KAISER Month	UNITED HEALTH CARE Month	ANTHEM Month
Employee	\$ 1,024.85	\$ 830.30	\$ 733.39	\$1,062.26	\$990.05
Employee + 1	\$2,049.70	\$1,660.60	\$1,466.78	\$2,24.52	\$1,980.10
Employee +2 or more	\$2,664.61	\$2,158.78	\$1,906.81	\$2,761.88	\$2,574.13

Other plans may be available based upon your residence address.

DELTA DENTAL PLAN OF CALIFORNIA - Group #7004-0010 (rates effective 1/1/17)

Web site: www.deltadental.com

	Month	Annual
Employee and family	\$ 114.61	\$ 1,375.32

VISION CARE PLAN - Group #012221275-005 (rates effective 7/1/17) web site: www.vsp.com

Employees and Dependents - Plan C (Examination 12 months, Lenses 12 months, Frames 12 months, \$5.00 Deductible plus Tinted or photochromic lenses).

	Month	Annual
Employee and family	\$ 23.91	\$286.92

No. _____

SOLANO COMMUNITY COLLEGE DISTRICT AND INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY LOCAL 39 GRIEVANCE FORM

Instructions: Furnish all information at the appropriate level. Failure to comply with the established time limits at any step will forfeit all rights to the further application of the grievance procedure for the alleged violation of this Agreement. (Reference Article 21 of the current contract.)

Grievant's Name _____ Department _____

Classification _____ Work Location _____ Ext. # _____

Date of incident _____ Date of informal meeting _____ Alleged articles violated _____

Statement of grievance:

Remedy requested:

Grievant's Signature _____ Date _____

Distribution: Original-Immediate Supervisor (date) _____

Copies-Superintendent/President (date) _____

LEVEL 1-IMMEDIATE SUPERVISOR (Respond within 10 working days after receipt.)

Date received _____ Response due date _____

Response:

Supervisor's Signature _____ Title _____ Ext. # _____

I do/do not agree. Grievant's Signature _____ Date _____
(circle)

Grievant may appeal to Superintendent/President within ten (10) calendar days.

LEVEL 2-APPEAL TO SUPERINTENDENT/PRESIDENT (or designee) (Respond within 10 calendar days of receipt.)

Date received _____ Response due date _____

Response:

S/P or Designee's Signature _____ Title _____ Ext. # _____

I do/do not agree. Grievant's Signature _____ Date _____

(circle)

Grievant may refer to Mediation within five (5) calendar days.

LEVEL 3-Step 1: APPEAL TO MEDIATION

Date Grievance Resolved: _____

LEVEL 3-Step 2: APPEAL TO ADVISORY ARBITRATION

We are submitting this grievance to arbitration.

Union Representative's Signature _____ Ext. # _____

Attach copy of Arbitrator's Decision.

LEVEL 4-FINAL DECISION OF GOVERNING BOARD (Respond within 25 calendar days or two Board meetings)

Attach copy of Governing Board Decision.

**OPERATING ENGINEERS DUES/SERVICE FEES
SCHEDULE**

DUES:

The standard applicable monthly membership dues shall be in an amount set by the Executive Board of the Union and certified to the District.

SERVICE FEES:

Service fees shall be an amount equal to the standard applicable monthly membership dues uniformly required of employees of the District who are members of the Union.

PROFESSIONAL GROWTH PROGRAM

Philosophy:

The program and services of our college District provide the community with opportunities for individual development and lifelong learning. To ensure the growth of quality education as a continuing diverse process, a concept which our organization promotes, we must recognize and value all individuals within the District as vital contributors to the achievement of that growth.

As active elements in the realization of institutional goals and objectives, classified employees must be instrumental in creating and promoting an atmosphere conducive to the concept of lifelong learning.

Professional Growth has been adopted as an organized activity designed to improve performance of employees in the classified service and to provide training for employees to gain new skills and abilities; to broaden their opportunity for promotion or absorption into other classifications, thereby enhancing the District's affirmative action program; to engage in study and related activities designed to retain and extend the high standards of the classified employees.

Because of the increasing demand in our ever-changing society for new and/or better capabilities among the classified staff, a Professional Growth Program shall be implemented offering a means by which an employee can be compensated or rewarded for voluntarily improving ones value to oneself and to the District.

Plan:

A Professional Growth Panel composed of three members: one representative from the District administration and two appointed by Local 39.

The Review Panel shall review and approve or deny all applications. If an applicant's participation in a specific professional growth activity presents hardship to the respective department, discussion with the appropriate supervisor shall be conducted.

The Review Panel shall select their own chairperson.

The Review Panel shall meet at least twice annually and as required. Applications will be received prior to each of these meetings.

Following the final approval of Professional Growth applications, the panel shall submit a report of action taken to the Superintendent/President or designee.

Guidelines and Criteria:

Credit will be given for any course required for graduation from Solano Community College (or its equivalent if taken elsewhere).

Credit will be given for job and/or degree related courses which are the enhancement or upgrading of job skills and abilities.

Credit will be limited to those courses completed with a grade of "C" or better and may not be repeated for credit. Course(s) with a pass/credit grade are acceptable for credit.

Other courses include: those which may be separately identified by the Professional Growth Committee by special request of the employee. Other: 1) Non-credit/correspondence courses (1/2 unit for each 10 hours of coursework); 2) Adult education (1 unit for each 36 hours of coursework); 3) Workshop/seminars (1 unit for each 36 hours of a workshop or seminar); and 4) Professional experience (1 unit for each 60 hours of new experience directly job related).

Those employees pursuing an AA or AS Degree or Certificate of Completion must have proof of a Counselor-Approved Program to earn Professional Growth Credit.

Procedure:

Professional growth forms can be obtained from the Human Resources Department or Committee Chair of the Professional Growth Committee.

Complete the application for Approval of Professional Growth Coursework and submit to the Chairperson of the Professional Growth Committee (see Article 10, Professional Growth). Applications may be turned in any time and the Committee will meet at least twice a year to consider applications.

You do not need to notify your supervisor of your application for Professional Growth Credit. If your application is approved, the Committee will notify your supervisor if necessary.

Required Verification: Transcripts or grade card of completion of course(s); Certificates verifying non-traditional courses included in "other" above should be submitted upon completion. Verification must include the hours of attendance on the certificate.

