# Service Employees International Union Local 1021

## COLLECTIVE BARGAINING AGREEMENT

***APRIL 21, 2026 – DECEMBER 31, 2028***

# MARIN COMMUNITY COLLEGE DISTRICT

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# AGREEMENT

This Agreement entered into this 21st day of April, 2026, by and between the MARIN COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District", and Service Employees International Union (SEIU) Local 1021, hereinafter referred to as "Union".

## ARTICLE 1: RECOGNITION

For the term hereof, the District recognizes the Union as the exclusive bargaining agency for employees covered by this Agreement. This Agreement shall apply to employees working in the classifications listed in the attached salary schedules, and to any other classifications which may be established within the scope of the duties now included within these classifications, excluding all office clerical employees, confidential employees, technical/quasi- professional employees, managerial employees, professional employees, and supervisors as defined by the Public Employment Relations Board.

## ARTICLE 2: DUES

### A. Employee Rights

1. The District and the Union recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall discriminate against an employee in the exercise of these alternative rights.

2. Accordingly, membership in the Union shall not be compulsory. A unit member has the right to choose whether to become a member of the Union.

3. Employee requests to change dues deductions shall be directed to the Union.

### B. Payment Method

1. In accordance with Article 4 of this Agreement, a unit member may voluntarily sign and deliver to the Union a written authorization to deduct the properly established dues. Upon receipt of a monthly notice from the Union, the District will deduct from the pay of unit members and pay to the Union the normal and regular monthly dues.

2. There shall be no charge to the Union for dues deductions.

3. The District shall rely on information provided by the Union regarding authorizations for dues deductions. The Union shall hold the District harmless

and indemnify the District for claims made by employees for deductions made, or not made, in reliance on that information.

4. The District is under no obligation to make payroll deductions for periods during which a unit member is either terminated from employment or not on the District's payroll for any reason, including, but not limited to, layoff and voluntary leave of absence for more than thirty (30) days.

5. Upon the rehiring of any unit member, or upon the recalling of a unit member from layoff status, the District will treat such unit member as a new unit member.

**C. Hold Harmless and Indemnity Provision**

1. The Union as defined in this Agreement shall hold the District harmless, and shall fully and promptly reimburse the District for any fees, costs, charges or penalties incurred in responding to or defending against any claims, disputes, challenges, which are actually brought, against the District or any of its agents, in connection with the administration or enforcement of any Section in this Agreement pertaining to dues. Such reimbursement shall include, but not be limited to, court costs, litigation expense, and attorney's fees incurred by the District.

2. Upon notice that the District is going to seek indemnification or to be held harmless under this provision, the Union shall have the right to meet with the District regarding the reasonableness and merit of any claim, demand, suit or action for which the District seeks indemnification, and shall attempt to agree whether any such action shall be compromised, resisted, defended, tried, or appealed.

3. In determining whether or not such action shall be compromised, resisted, defended, tried or appealed, the District will defer to the Union's interests if the District does not have a distinct and separate legal interest in the disputed matter.

4. The District shall not be entitled to be reimbursed for any costs for which the Union was not properly notified and provided the opportunity to discuss as set forth herein; nor will the District be entitled to any reimbursement when the District's efforts in defending against such action would be duplicative, or when the District does not have a separate and distinct interest to defend.

## ARTICLE 3: NOTIFICATION TO UNION OF NEW EMPLOYEES

The parties utilize this Article to implement the terms of Government Code sections 3555-3559. The parties acknowledge that this Article fully complies with and exhausts the parties' obligation to negotiate pursuant to Government Code Section 3557.

## A. District Notice to SEIU of New Hires

1. Provide SEIU with Notice of New Hires: The District shall provide the SEIU Labor Relations Representative notice of any newly hired classified employee within seven (7) business days, via electronic mail. This Article shall apply to all employees who are appointed to a classification within the bargaining unit for which SEIU is recognized as the exclusively recognized employee organization. The notice shall contain the following information:
    a. Employee name;
    b. Date of hire;
    c. Job title;
    d. Department;
    e. Work location;
    f. Work telephone number;
    g. Home and personal cellular telephone numbers (except Police Officers, Police Sergeant and Police Service Assistants);
    h. Personal email addresses;
    i. Work email address; and
    j. Home address (except Police Officers, Police Sergeant and Police Service Assistants).
2. Definition of a Newly Hired Employee: “Newly hired employee” or “new hire” means any employee, whether permanent, full time, part time, hired by the District into the classified service, to a classification within the bargaining unit for which SEIU is recognized as the exclusively recognized employee organization. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by SEIU.

## B. Employee Information

1. On the last workday of each month, the District shall provide to SEIU, via email, the name and the following contact information for the new hires. This information shall be provided to SEIU even if the newly hired employee was previously employed by the District, separated from service, and is now returning to service with the District.

    The Information shall be provided electronically via email and shall include the following items, with each field its own column:
    a. First name;
    b. Middle initial;
    c. Last name;
    d. Suffix (e.g. Jr., III);
    e. Job title;
    f. Department;
    g. Primary worksite name;

h. Work telephone number;
i. Home street address (incl. apartment #) (except Police Officers and Police Service Assistants);
j. City (except Police Officers and Police Service Assistants);
k. State (except Police Officers and Police Service Assistants);
l. ZIP code (5 or 9 digits) (except Police Officers and Police Service Assistants);
m. Home telephone number (10 digits) (except Police Officers and Police Service Assistants);
n. Personal cellular telephone number (10 digits) (except Police Officers and Police Service Assistants)/work phones for the Police Officers in the bargaining unit; and
o. Personal email address of the employee if provided to employer.

2. On or before the last day of January, May, and September, the District shall electronically send SEIU a complete list of all current classified bargaining unit members. If any of these dates happen to fall on a weekend, the next working day after the date will be used. The list shall contain the information set forth above in section 1.

## C. New Employee Orientation

1. Definition of New Employee Orientation: "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

2. New Employee Orientations:
    a. The District shall provide SEIU mandatory access to its new employee orientations. SEIU shall receive not less than ten (10) days' notice of the time, date, and location of a new employee orientation in advance of the new employee orientation, and a list of all expected SEIU employees not less than forty-eight (48) hours prior to the orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. As an alternative to the ten (10) days' notice, the parties may establish an annual schedule for such new employee orientations.

    b. In the event the District conducts group orientations, SEIU will be given thirty (30) minutes at the end of each new employee orientation meeting to present union membership information to employees in SEIU's bargaining unit. The Union will have access to the District's facilities and audio-visual equipment to present information to the new members. No more than two (2) representatives of SEIU may present

the information to the employees in addition the SEIU Field Representative.

c. In the event the District conducts one-on-one orientations with new employees, SEIU shall have thirty (30) minutes of paid release time, plus travel time as needed, for one (1) SEIU representative to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The SEIU Labor Relations Representative may also attend the orientation session.

3. The District will provide reasonable release time for SEIU representatives who are District employees to conduct the new employee orientation, as specified herein, unless unusual operational needs interfere with the release of the employee. In this case, the District will provide SEIU and the employee with a written explanation of why the employee could not be released for that particular orientation. An employee who is released to conduct the orientation may attend and travel to and from the orientation on work time, during normal business hours, if the employee is regularly scheduled to work at that time.

4. Management representatives shall excuse themselves and not be present nor interfere during the SEIU portion of the orientation.

5. A new employee's attendance at the new employee orientation, including the portion of the orientation conducted by SEIU, is mandatory.

## D. Union Rights

As under Article 25: Union Rights, duly-authorized representatives of the Union, shall be permitted on the campus for the purpose of transacting Union business and policing this Article. Union representatives shall not interfere with the work duties of the employees. The representatives of the Union may utilize this time to request personal contact information from Police personnel.

## E. Grievance Procedure

Any alleged violation, misinterpretation, or misapplication of the terms of this Article shall be subject to Article 16 Grievance Procedure except as follows:

1. Definition of a "Grievant": The "Grievant" shall only be SEIU 1021 and its College of Marin Chapter or the District. No single employee or group of employees may grieve this Article, unless they are authorized representatives of SEIU 1021 and its College of Marin Chapter and grieving on behalf of the Union.
2. The grievance procedure shall commence at the Formal Level III.

## ARTICLE 4: PAYROLL DEDUCTIONS

A. The District shall deduct the amount of Union dues and initiation fees, specified by the Union, from the pay of all employees covered by this Agreement who have provided the Union with a written assignment authorizing such deductions. The District shall deduct other Union-related payroll deductions, such as COPE or other Union-sponsored programs, with authorization from the employee or other Union-sponsored programs, with authorization from the employee regardless of whether the employee is a member of the Union. Such deductions shall begin the pay period following the District's receipt of authorization from the employee.

B. Such sums shall be remitted to the Union each month, together with a list of names of members from whom the deductions have been made.

C. The Payroll Department, upon request from the affected employee or the Union with written authorization from the employee, will answer questions on monies deducted through deductions.

D. The affected employee shall be notified in writing within a reasonable period if any individual or agency, outside of the District or an agent of the District, requests to review the employee's payroll records, unless the employee has authorized the release of employment or payroll records to the requesting party.

E. The Union is the maintainer of record and will maintain the Union's membership lists. The Union shall not provide the District with a copy of an employee's authorization for dues deductions unless a dispute arises regarding the existence or terms of the authorization.

F. The District shall direct any employees that would like to change their membership status in any way to the Union representative.

G. The District shall rely on information provided the Union representative regarding authorizations for dues deductions. The Union shall hold the District harmless and indemnify the District for claims made by employees for deductions made, or not made, in reliance on that information, as provided in Article 2.

## ARTICLE 5: DISTRICT RIGHTS

A. All matters not specifically enumerated in this Agreement are reserved to the District as provided by law.

B. It is understood and agreed that the District retains all of their powers and authority to direct and control to the full extent of the law. Included in but not limited to those duties and powers are the rights to: direct the work of its employees; determine the method, means and services to be provided; establish the educational philosophy and goals and objectives, insure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of the district operation; determine the curriculum; build, move or modify facilities; develop and implement budget procedures; and determine the methods of raising revenue. In addition, the District retains the right to hire, assign, evaluate, promote, terminate and discipline employees, and to take any action on any matter in the event of an emergency.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms and in conformance with the laws of the State of California.

The District will amend its written policies and procedures and take such other action by resolution or otherwise as may be necessary to give full force and effect to the provisions of this Agreement.

The District will establish and implement administrative regulations which are consistent with the law.

C. In the event of an emergency, the District shall have the right to rescind that portion of this Agreement directly related to the nature of the emergency. “Emergency” as used in this Article is limited to catastrophic natural disasters, such as earthquakes or floods, which would prevent the normal functioning of the School District pursuant to this Agreement. If the District desires to continue its rescission of the article(s) beyond thirty (30) calendar days, the Union and the District shall negotiate the continuance of the suspension of the rescinded article(s).

## ARTICLE 6: EVALUATION

A. The employees shall be evaluated by an administrator or supervisor designated by the Superintendent/ President. The administrator or supervisor shall be an individual with direct knowledge of the employee's duties and responsibilities.

B. Probationary employees shall be formally evaluated twice during the probationary period. The first evaluation shall be during the third or fourth

month of the probation period and the second evaluation at the end of the month preceding the completion of probation.

C. During the probationary period, any employee in the classified service shall be subject to release from employment with or without cause and shall not have a right to a hearing with respect thereto.

D. Permanent employees shall be evaluated formally at least once annually unless one or more situations warrant additional evaluation, including but not limited to:
   - a new assignment or significant change in the job;
   - an unsatisfactory evaluation in the previous cycle;
   - significant improvement in job performance;
   - a decline in performance since the last evaluation; or
   - a reasonable request from the employee.

   When an employee moves into a new position, the annual evaluation will be based upon the anniversary date of the new position and not the original hire date.

E. The evaluation form shall provide the following:

   1. Notification of lack of performance and an explanation of what is expected.
   2. Such notice shall specify the areas needing improvement.
   3. The employee shall be given an opportunity to read and sign the evaluation. Signing of the notice by the employee shall not necessarily be considered agreement with the evaluation, but rather an acknowledgement of receipt of the evaluation.
   4. The affected employee shall have the right to submit a written response to the evaluation within ten (10) business days of receipt of the evaluation.

F. In the event of a negative performance evaluation of the employee, the District shall send the Union a copy of the evaluation at the employee's request.

G. The employee shall the right to Union representation at any proceeding involving negative performance evaluation at the time scheduled by supervisor. The employee shall be notified of the time at least three (3) working days in advance except for safety violations.

## ARTICLE 7: HOURS AND OVERTIME

A. **HOURS**

1. **Standard shift defined.**
Effective January 1, 2024. Eight (8) hours within not more than eight and one-half (8.5) hours or eight (8) hours within not more than nine (9) consecutive hours shall constitute a day's work, depending on whether the employee is assigned a one-half (0.5) hour or one (1) hour lunch. This section will not apply to employees with an approved condensed workweek as provided below.

2. **Lunch break and rest period defined.**
The District will provide unit members with an uninterrupted lunch break unless an emergency occurs that in the opinion of management requires an immediate response. In such cases the unit member will be allowed to resume a lunch break when the required work is completed.

All employees shall be granted a paid fifteen (15) minute rest period in the first (1st) half shift and a fifteen (15) minute rest period in the second (2nd) half shift.

3. **Standard workweek defined.**
Effective January 1, 2024, a workweek shall consist of forty (40) hours divided into five (5) consecutive working days with two (2) consecutive days off. The general workweek shall be Monday through Friday, with the exception of current classifications on a different schedule. An employee may request a condensed workweek of four (4) ten (10) hour days, with at least two (2) consecutive days off, if management agrees. If an employee has a condensed workweek, they will still have a one-half (0.5) hour or one (1) hour lunch.

4. **Standard workday shift defined**.
A standard workday shift is between 6:00 a.m. and 5:00 p.m. The purpose of this standard work shift is applicable to Article 8(A) 3, Salary Shift Differential.

5. **Shift changes**.

Employees' regular shifts shall not be involuntarily changed except:

I. Management may change the starting or quitting time of any shift not more than two (2) hours in any direction after consultation with the Union and the affected employee(s).

II. Management may change the starting or quitting time of any shift in case of emergency. "Emergency" as used in this Article shall mean an out of the ordinary or non-routine event which is unanticipated and cannot be performed during a normal work shift, and which would prevent/interfere with the normal functioning of the District. Management may not mandate an employee to change their shift, or work past their shift, to compensate for a problem which is not an emergency.

III. Management may agree with individuals as to any other shift time. Any employee or supervisor/manager may propose and agree on a change of work schedule, either hours, days or both. Work schedules adjusted by mutual agreement as provided in this section A.3 remain in effect unless mutually changed or changed in accordance with this Article.

IV. Management may change the shift of any vacant position, including new positions.

V. After giving the affected employee(s) and the Union written notice thirty (30) calendar days in advance, management may adjust shifts by two (2) hours or less in any direction for any employees/classifications for the periods of:

A. August through December
B. January through May
C. June through July

VI. **Work Schedule Change Posting**.
The Department shall post any regularly planned work schedule change or additions at least one (1) week in advance. This requirement shall not apply in cases when, essential to the orderly and safe operations of the District, such modifications may be made in a period shorter than one (1) week.

B. **OVERTIME**
Nothing in this section shall affect the call back provisions set forth in Section D.

1. **Overtime Defined.**
Effective January 1, 2024, except as otherwise provided herein, all authorized overtime hours as defined in this Article shall be compensated at a rate of pay equal to time and one-half of the regular rate of pay of the employee. Overtime is defined as any time worked in excess of eight (8) hours in any one (1) day or in any one (1) shift or in excess of forty (40) hours in any workweek. If a full-time employee has a condensed workweek schedule (4 days/10 hours per day), overtime is defined as any time worked in excess of their regularly-scheduled shift in any one (1) day, or in excess of forty (40) hours in any workweek. All hours worked on the sixth (6th) or seventh (7th) days shall be compensated at time and one-half, assuming employees so compensated have an average regular work day of four (4) hours or more.

2. **Overtime Compensation.**
Overtime offered to the employees shall be compensated by payment to the employee or accrued as compensatory time off, as selected by the employee. Overtime funded by external rental/usage fees shall be compensated by payment only, and not in compensatory time off accrual. Compensatory time shall be taken at a time mutually acceptable to the employee and the District . Employees, other than sworn police personnel, may accrue up to sixty (60) hours per fiscal year as

compensatory time. Sworn police personnel may accrue up to ninety (90) hours per fiscal year. Any compensatory time accrued beyond these amounts shall require the written approval of the employee's Department Manager. If the employee is not permitted to use the compensatory time by the end of the calendar year (December 31) after the fiscal year in which it is earned, then the employee shall be paid for it at their current pay rate by February 1.

An employee assigned a scheduled overtime shall be compensated for at least four (4) hours of work at time and one-half. The employee is to be onsite performing assigned or related tasks for the amount of overtime paid.

3. **Overtime Assignments.**

This section does not apply to Police Department employees.

a. The District shall establish a seniority list by classification. Whenever possible, supervisors shall assign overtime by rotation through the seniority list. If no employees in the classification accept the overtime shift(s), the District will offer the overtime to employees in other classifications who are qualified to perform the work.

b. The District will make reasonable efforts to equally distribute overtime.

    i. If an employee declines an overtime assignment, it will be counted in the rotation as if it had been worked. An employee must decline an overtime assignment if they will be on vacation or other leave for the overtime assignment date.

    ii. If an employee accepts an overtime assignment but does not report for the overtime assignment, it will be counted in the rotation as if it had been worked and they will be skipped in the next rotation.

    iii. If an employee cannot accept an overtime assignment because the assignment is during their regular work hours, this will not count against the employee for the rotation.

c. If there are multiple shifts and/or days of overtime available for any given event:

    i. Each employee may not take more than one shift of OT.

    ii. Shift preference shall be awarded based on rotation.

    iii. In the case where there are not enough employees available to cover all the shifts of OT, an employee may take more than one shift worth of OT.

    iv. If there are multiple employees interested in more than one shift of OT:

        1) The shifts shall be divided as equally as possible between the interested employees.

2) Shift preference shall be awarded based on rotation, with additional shifts awarded based on seniority.

a. For example, if there are 4 shifts of OT and 2 interested employees, each employee shall be awarded 2 shifts of OT. If there are 5 shifts of OT and 2 interested employees, the employee with seniority shall be awarded 3 shifts of OT and the other awarded 2 shifts of OT. If there are 5 shifts of OT and 4 interested people, the most senior person shall be granted 2 shifts, and the others 1 shift.

4. **Special Events.**

For special events such as athletic events, theater activities and political events where tickets are sold, a fee charged to the event sponsor or generates a large number of attendees and/or which contribute to an increased workload for custodians or gardeners, if management decides to assign overtime, it will assign a minimum overtime of four (4) hours. The employee is to be onsite performing assigned or related tasks for the amount of overtime paid. Management will attempt to provide as much notice of the need for overtime as is reasonably possible to affected employees and to the appropriate shop steward.

5. **Police assignments for events.**

For all College and non-college events sworn police officers and PSA's may be assigned at the discretion of the management. Consideration for these assignments should include the number of participants and the type of event.

C. **CALL-IN**

A full-time employee called in to work on a day when the employee is scheduled to be on unpaid status shall receive a minimum of four (4) hours pay at time and one-half.

D. **CALL-BACK**

A full-time employee called back to work after completion of their regular daily assignment, shall be compensated for at least four (4) hours of work at time and one-half.

E. **AFTER-HOURS CALLS**

If a manager/supervisor calls a Maintenance & Operations employee to discuss work, and the employee is not called back to work, then the employee will be paid a minimum of thirty (30) minutes at the regular rate of pay. Telephone calls lasting longer than 30 minutes will be paid for the entire duration of the call.

F. **STANDBY/ON-CALL**

Employees who are placed on standby duty by the District beyond their regularly scheduled workday or work week shall be compensated for such time at one-half (0.5) time their straight time hourly rate. Employees so assigned who are unavailable when contacted by the District shall be considered absent without authorization.

G. **OVERTIME HOLIDAY PAY**

When an employee is required to work on a regularly scheduled workday which falls on a holiday, the District shall provide payment at time and one-half in addition to regular straight time holiday pay, or compensatory time off at the rate of time and one-half in addition to the regular holiday pay.

H. **Sworn Police Personnel and Police Services Assistants**

1. For sworn police personnel and Police Service Assistants (PSAs), the District may implement shifts based on an eight (8) hour, ten (10) hour, or twelve (12) hour shift schedule based upon operational necessity.

    a. If the District implements an eight (8) hour shift schedule, sworn police personnel and/or PSAs will work eight (8) hours per day, five (5) days per week for a total of forty (40) hours per week. Overtime for such employees is that time worked greater than eight (8) hours per day or forty (40) hours per week. These employees shall be granted a lunch period and two (2) fifteen (15) minute breaks per eight (8) hours per day, but shall be considered to be on duty at those times.

    b. If a four (4) day, ten (10) hour shift is implemented, overtime for full-time and part-time sworn police personnel and/or PSAs will be paid for work in excess of ten (10) hours per day and on the 5th, 6th, and 7th day.

    c. If a three (3) day, twelve (12) hour shift is implemented, overtime for full-time and part-time sworn police personnel and/or PSAs will be paid for work in excess of the twelve (12) hours per day for a scheduled twelve (12) hour workday, or over eight hours per day for a scheduled eight (8) hour workday, or over eighty (80) hours in a fourteen (14) day work period. These employees shall be granted a lunch period and three (3) fifteen (15) minute breaks per twelve (12) hours per day. A two-week period may consist of six (6) twelve (12) hour shifts and one (1) eight (8) hour shift, equaling forty (40) hours. The shifts may be modified to a shorter shift as needed.

2. Shift sign-up for Police Officers and Police Service Assistants (PSAs) shall have six (6) month shift cycles that run January through June, and July through December. Officers will be assigned to day watch, or swing watch, (with available watches depending on the number of hours per shift, as above). Officers will be required to rotate to a different watch at least every other cycle. Officers will sign up annually in December by seniority for the two shift cycles in the following year.

3. Sworn police personnel shall be considered to be on duty during their lunch period and break times.

4. Police department employees' overtime defined in this Article shall be compensated at a rate of pay equal to time and one-half of the regular rate of pay of the employee.

5. Full-time Police Officers shall have priority for overtime assignments over Reserve Police Officers.

6. A full-time police department employee called to work before or after their twelve (12) hour shift shall be compensated for the actual time worked at time and one-half.

7. Management may change the starting or quitting time of any sworn police employee's shift not more than four (4) hours in any direction with less than seven (7) days' notice. Management may change the days and schedule of sworn and non-sworn police employees with a minimum of seven (7) days' notice.

8. Sworn police personnel will not be compensated or allowed time off for holidays. See Article 12. Sworn police personnel may request a holiday off as they would any other work day, except for Premium Holidays. Premium Holidays are defined for this purpose as: Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve. There are two ways to request a Premium Holiday off:

    a. The employee wanting the day off will ensure another officer is working that day for the employee.
    b. . The employee wanting the day off will request the entire week off that the Premium Holiday falls in.

9. Police employees are not entitled to days off granted by the District to other SEIU employees. Police employees are expected to staff the police department each day of the year and are not entitled to days off or compensation should other unit members be given days or time off.

10. Except as distinguished in this section, all other sections of Article 7 shall apply to police employees except as noted.

## K. Emergency Campus Closures

1. Emergency conditions like power outages, poor air quality, weather, or other situations may require the District to close. When the District campus locations are closed due to an emergency, all classes may be cancelled, and all administrative offices may be closed, with the exception of essential

services.

2. **Essential Services.** “Essential services” are those functions and personnel required to maintain or protect the health, safety, or physical well-being of District students and personnel or to maintain or protect the campus and its facilities in the event of an emergency. For more information, please see AP 3505 Emergency Operations Plan, Board Policy 3500 Emergency preparedness, and the MCCD Emergency Operations Plan located on the District website.

3. **Disaster Workers.** All District employees are designated as disaster service workers under California Government Code sections 3100 - 3109. For more information about the responsibilities of a disaster service worker, please see Administrative Procedure 3505 Emergency Operations Plan and the MCCD Emergency Operations Plan.

4. **Employees Scheduled to Work on Closure Days.** Permanent and probationary staff who were scheduled to work on days the campuses and district offices are closed and who are not required to perform essential services will not be required to use vacation, personal necessity, or sick leave. All employees on a pre-approved leave (vacation, personal necessity, sick leave, etc.) should report their leave as planned. Employees who are directed to report to work will be paid at time and one-half in addition to their regular rate of pay.

## ARTICLE 8: SALARY

### A. Salary Schedule

1. The salary schedule is set forth in the Exhibits.

2. Effective January 1, 2023, steps 2 through 5 will be maintained at 5% higher than the prior step. Steps 6 through 18 will be maintained at 1.95% higher than the prior step. Any increases will be applied to step 2 and carried forward from there based on these 5% or 1.95% increments.

3. All employees whose regular hours of work are other than the standard day shift shall receive a shift differential of One Hundred Dollars ($100.00) per month on their regular paycheck. District shall not increase the differential pay of those custodians affected by the March 3, 2015 agreement. Per Article 7.A. the standard work shift for all employees shall be between 6:00 a.m. to 5:00 p.m.. Any unit member requesting a modified schedule shall mutually agree with management to any shift adjustment outside of the standard shift range of 6:00 a.m. to 5:00 p.m.

4. Effective January 1, 2023, the salary schedule will be amended and current employees will be placed on the amended schedule as described in the November 29, 2022 side letter (Exhibit B).

5. Effective January 1, 2023, the salary schedule will be increased by 3% on schedule.

6. Effective January 1, 2024, the salary schedule will be increased by 3% on schedule.

7. Effective January 1, 2025, the salary schedule will be increased by 3% on schedule.

8. Effective April 1, 2026:

    a. An on-schedule increase of fifty cents ($0.50) per hour will be applied at Step 1 for all classifications.

    b. The salary schedule will be increased by 6% on schedule.

    c. **Trades Steps 1 and 2:** Step 1 for the Trades will remain grayed out but the District will add the dollar amounts. Step 2 for the Trades will be restored to the salary schedule (not grayed out). The salary for Step 2 will be what is currently Step 3 on the schedule. The salary amount for Step 1 will be calculated based on 5% less than the new Step 2 (current dollar amount for Step 3). All subsequent steps shall be based on the new Step 1 amount, with 5% added for Steps 1 to 5 and 1.95% added for Steps 6-19 (if adding a new Step 19 as proposed). All employees in these Trades classifications shall be placed on the step closest to but not less than their current pay effective with implementation of this salary schedule. Placement will not be step-for-step. The Trades' positions include Locksmith/Carpenter, Maintenance Carpenter, Maintenance Electrician, HVAC Building and Control Engineer, Maintenance Plumber.

    d. **Additional Salary Step:** An additional Step 19 will be added to the salary schedule. Employees currently on Step 18 will be eligible to move to Step 19 when they are eligible for step advancement under Article 8.

9. Effective January 1, 2027, the salary schedule will be increased by 3% on schedule.

10. Effective January 1, 2028, the salary schedule will be increased by 3% on schedule.

## B. Placement and Movement on the Salary Schedule

1. All new employees shall be placed on the salary schedule according to the terms and conditions of this Agreement.

2. The Vice President of Human Resources is authorized to credit for placement on the salary schedule past service of an applicant for employment in this District. If the applicant was previously employed by the District, credit for experience may be given by placing the employee up to the step the employee held prior to leaving the District. The applicant's seniority, as it relates to assignment or shift sign-up purposes, will be the new date of hire.

3. **Step Placement.** In a position requiring specialized training, or one found to be difficult to recruit for, or when an applicant has highly desirable qualifications in excess of the minimum required, credit for experience may be given to the extent of placing the employee on a higher step, not to exceed step 3. With the approval of the Vice President of Human Resources, appointment may be made up to step 5.

    a. **Step Placement Upon Promotion.** An employee temporarily or permanently promoted to a position on a range higher on the salary schedule shall receive the salary of the newly assigned position. Placement on the appropriate step of the new range shall be at a step which is at least five percent (5%) above that received in the former position on the former position's range. Movement will not be step-for-step.

    b. **Step Placement Upon Reclassification.** An employee whose position is reclassified to a higher range on the salary schedule, shall be placed on the new range at the appropriate step that is at least five percent (5%) above that received in the position on the lower range. Appropriate placement will consider the date the reclassification duties commenced (no earlier than two calendar years before reclassification implementation; *see Article 20)* and experience of the reclassified employee as compared to any incumbents in the higher classification. Movement will not be automatic step-for-step.

    c. **Step Placement upon Assignment to a Lower Range.** An employee who is demoted for cause, or accepts a voluntary demotion, or is otherwise transferred to a position having a lower range on the salary schedule shall receive the salary on the lower range to which the employee would be entitled if credited for experience and service in the employ of the District.

4. On the recommendation of the supervisor, an employee shall annually advance, one (1) step within their salary range in Steps 2 through 18 effective on the first of the month after their anniversary. When an employee moves into a new position, the annual evaluation and step movement will be based upon the anniversary date of the new position and not the original hire date. Service

counting toward step movement shall not include leaves of absence without pay for periods exceeding ninety (90) days in the annual period. No step movement shall be permitted without the completion of an approved performance evaluation.

## C. Bilingual Skills Award

1. SEIU and the District agree that the employees who have bilingual or multilingual skills uniquely positioned to contribute to a welcoming and inclusive campus environment. Employees who speak multiple languages provide directions and guidance to students, colleagues, and community members who do not speak English or are more comfortable speaking another language. Employees use their multilingual skills to refer people to other offices, services, campus locations and resources as appropriate.

2. Effective January 1, 2027, recognizing the value that bilingual and multilingual employees provide the College community, the District will pay unit members a one-time bilingual skills award upon an employee passing a written and oral bilingual examination (both English and another language) through a provider selected by the District. The employee is responsible for paying the cost of the examination. If the employee passes the examination, the District will reimburse the approved cost for the one successful examination. The award amount is $1,500 payable with regular payroll deductions within sixty days following the District's receipt of confirmation the employee successfully completed the examination. The employee may receive one award for each language other than English in which the employee can pass the examination, with a limit of one award per language during the duration of the employee's employment with the District.

3. An employee who leaves and returns to District employment is not eligible to receive the award again. Bilingual skills that are required as minimum qualifications for the position do not qualify for payment.

## D. Pay and Allowances Provisions

1. The regular rate for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in the Exhibits.

2. All regular paychecks of employees in the bargaining unit shall be itemized to include all deductions.

3. All employees in the bargaining unit shall be paid once a month, payable on the last working day of the month. If the normal payday falls on a holiday or weekend, the paycheck shall be issued on the preceding workday. The above is subject to the District's payroll warrant schedule.

4. Any employee in the bargaining unit required to use their vehicle in assigned District business shall be reimbursed at the IRS federally-approved mileage reimbursement rate for all approved miles driven on behalf of the District.

## E. New Job Classifications

The District and the Union shall negotiate a wage rate for new job classifications established by the Board falling within the skilled trades unit. If no mutual agreement has been reached at the time the new position is filled, the wage rate proposed by the District shall be in effect until a different outcome is reached in the negotiation process.

## F. Temporary Promotions and Other Out-of-Classification Assignments

1. **Leave replacement**

In cases of prolonged absence from duty or other emergencies, a supervisor/manager with consent of the Vice President may temporarily promote an employee when such employee is regularly required to perform all or substantially all of the duties of a job with a higher classification for a period in excess of five (5) working days. In such cases the employee shall be paid an additional 5% of the employee's present salary, or the first step of the salary range fixed for the job for which the employee has received a temporary promotion, whichever is higher, retroactive to the first day of work in the position.

2. **Vacancy replacement**

Whenever the District fills a vacant position on a temporary promotion basis, the employee will earn appropriate compensation immediately upon assignment to the vacant position. Such compensation will continue until the vacant position is filled or the assignment is withdrawn.

If a vacancy is filled by employment outside of the classified service, that appointment may continue until the position is filled, or 195 days, whichever comes first.

3. **Other Out-of-Classification Assignments**

a. Employees of the unit shall not be required to perform duties which are not fixed and prescribed for their positions by the Governing Board unless the duties reasonably relate to those fixed for the position by the Board for any period of time which exceeds five (5) workdays within a fifteen (15)-calendar day period except as authorized herein (Education Code section 88010). An employee may be required to perform duties outside of their classification for a period of time which exceeds five (5) workdays provided that their salary is adjusted

upward for the entire period the employee is required to work outside of their classification as provided herein.

b. An employee who is temporarily assigned with the approval of the District Human Resources Office to perform the duties in a higher classification shall be paid on a step within the new range that is at least but not limited to 5% above the previous step of the lower range, but if the highest step on the range is less than 5%, the employee will receive the highest step for all such hours worked.

c. An employee may not perform any out-of-class work for any period of time which exceeds five (5) workdays within a fifteen (15)-calendar day period without the approval of the department supervisor and Human Resources.

d. If the employee is assigned to duties of a position not currently found on the salary schedule, an hourly salary adjustment shall be negotiated between the District and SEIU prior to the work being assigned. If the duties are later presented for reclassification under Article 20, salary range and step placement will be addressed through that process and may differ (higher or lower) from the initial negotiated salary adjustment under this section.

e. Employees in the unit may be assigned duties within an equal (i.e. same salary range) classification with no change in compensation. Employees may be assigned to duties of a lower classification with no change in compensation unless demoted through the layoff or disciplinary process.

f. Duties set forth within job descriptions are those which are customarily assigned to incumbents in those positions. Duties which are reasonably related are included.

## ARTICLE 9: WORKER EXPENSE AND MATERIALS

A. The District shall furnish or pay the full cost of the purchase, lease or rental of uniforms, special clothing, safety equipment, identification badges, emblems and cards required by the District to be worn or used by the employee. The District may require classification(s) to wear a uniform, an article of clothing, and/or an identification indicating that they are an employee of the District. Employees in classifications that are required to wear such a uniform, article of clothing, or identification must wear the required attire/identification at all times when on duty or on District property. The District will provide required clothing/identification. Upon termination from District employment, employees must return District-provided clothing/identification to the District.

B. For all employees, clothing must be clean and without rips, tears, frayed edges or holes. Shorts, sweat pants, and tank tops are not acceptable. Employees' shoes must fit securely around the employee's foot and be closed-toe, closed

heel, and have a non-slip sole. They shall be clean and free of tears or holes. Slippers, sandals, or high-heeled shoes/boots of any kind are not acceptable.

C. The District agrees to provide the cost of any medical examination required by the District except for initial employment medical examinations.

D. Effective July 1, 2026, employees required to wear ASTM standard F2413-11 safety shoes or boots (steel-toe or composite) shall receive up to $350.00 per fiscal year in reimbursement for such purchase. Effective July 1, 2028, this amount will increase to up to $400.00 per fiscal year in reimbursement. Reimbursement shall be made within 30 working days of submitting a receipt verifying the purchase.

E. The District shall equip the Custodians with slip-resistant shoes from an approved vendor. Effective July 1, 2026, forward, all Custodians are required to wear slip-resistant shoes and shall receive up to $250.00 per fiscal year in reimbursement for such purchase. Effective July 1, 2028, this amount will increase to up to $300.00 per fiscal year in reimbursement.

F. Employees who receive a shoe or boot allowance may use any remaining balance to purchase insoles and/or Tuff Toe coatings. Reimbursement shall be made within thirty (30) working days of submitting a receipt verifying the purchase.

G. The District shall reimburse police officers for the cost of mandatory safety vests, worn under or over the uniform, not to exceed $1,000.00 every five (5) years unless the vest is damaged in the line of duty. Effective September 1, 2024, police officers may choose to wear load-bearing vests as part of their uniform as an alternative to the protective vest worn under their uniform.

H. The District will maintain a separate account for replacement and maintenance of authorized uniforms and equipment maintenance within the police department budget effective each fiscal year. Effective July 1, 2017, the Police Officer and College Police Services Assistant (Non-Sworn) classifications shall be given a uniform allowance of $1300.00 per year, to be paid in two (2) equal installments of $650.00 in January and July of each year.

I. Effective January 1, 2023, police officers may choose to wear under-shirt, weight-bearing suspenders, also referred to as concealed duty belt suspenders, such as those available from Back Defense Systems. Such suspenders must be worn under officers' shirts so they are not visible. Officers may utilize their existing uniform allowance under Article 9 to purchase these suspenders.

# ARTICLE 10: FRINGE BENEFITS

## A. District Contributions

1. The District is committed to working with the Employee Benefits Advisory Committee and the Benefits Broker of Record to review plan designs and premiums for medical group and insurance plans during the term of this contract.

2. Part-time unit members eligible for benefits set forth in this Article shall be provided a pro-rate benefit amount based on the proportion of the part-time assignment to a full-time assignment.

3. **Medical**

   Effective10/01/2026, the District monthly contribution to medical benefits will be:

   a. Employee-only: $1,500/month for 1.0 FTE.
   b. Employee plus one dependent: $2,700/month for 1.0 FTE
   c. Employee plus two or more dependents: $3,050/month for 1.0 FTE

   Effective 10/01/2027, the District monthly contribution to medical benefits will be:

   a. Employee-only: $1,500/month for 1.0 FTE
   b. Employee plus one dependent: $2,750/month for 1.0 FTE
   c. Employee plus two or more dependents: $3,150/month for 1.0 FTE

   Effective 10/01/2028, the District monthly contribution to medical benefits will be:

   a. Employee-only: $1,550/month for 1.0 FTE
   b. Employee plus one dependent: $2,800/month for 1.0 FTE
   c. Employee plus two or more dependents: $3,350/month for 1.0 FTE

   For all Kaiser and non-Kaiser plans see the current Self-Insured Schools of California (SISC) rate sheet.

4. **Vision**: The District will pay the premium for 1.0 FTE employee plus eligible dependents and prorated for less than 1.0 FTE.

5. **Dental**: The District will pay the premium for 1.0 FTE employee plus eligible dependents and prorated for less than 1.0 FTE. Effective May 1, 2023, SEIU unit members will receive the same dental insurance plan that unrepresented employees at the District receive.

6. Out-of-state coverage varies by plan.

7. **Durable Medical Coverage**
   Durable Medical Equipment is covered in the Kaiser plans as explained in the Evidence of Coverage.

8. **Domestic Partners**: The District agrees to provide Domestic Partners coverage up to the District maximum contribution for medical insurance coverage and Dental and Vision coverage as provided in Article 10. To be eligible for this coverage, Domestic Partners must meet all requirements of Self-Insured Schools of California or the applicable insurance carrier. The benefit must be one for which the qualifying partner's spouse would be eligible, if the qualifying partner was married. Such benefits include medical, dental and vision coverage. Retirement Medical Insurance, Life Insurance and Disability Insurance are not included. Benefits will not be provided for the dependents of the Domestic Partner.

9. For unit members employed less than full-time, medical insurance benefits, dental and vision benefit cost shall be pro rata according to percentage of FTE worked.

10. Effective January 1, 1996, the District shall participate in the Short-Term Disability (STD) and Long-Term Disability (LTD) programs. STD and LTD premiums shall be paid by the employee.

11. Medical Benefit Participation and Waiver. Effective July 1, 2014, all probationary and permanent employees who work 90% or more of the full time equivalent for the applicable job classification are required to participate in one of the medical benefit options offered by the District except as specified below.

   a. An eligible employee who works less than 90% of the full-time equivalent for the applicable job classification may decline coverage.

   b. An eligible employee who works 90% or more, upon their request, may decline District medical coverage only if permitted under applicable law and if the situation meets the waiver criteria in the current health benefits carrier or joint powers authority agreement. Interested employees must contact Human Resources for more information and eligibility requirements. Such employees are not eligible for any annual payment unless they qualify for payment separately under subsection c.

   c. EXCEPTION: Self Insured Schools of California (SISC) permits full-time employees hired prior to July 1, 2014 who opted out of medical benefits with proof of other group coverage. Those unit members shall be provided with a $1,200 annual payment in cash. The payment shall be reduced on a pro-rata basis for new unit members

who waive coverage for less than a full year. Unit members shall have their waiver payments paid to them no later than December 31.

12. Retirement: Pursuant to Government Code Section 20615 (Misc) and Section 21362 and Section 20444 (PD), members will begin contributing 2.34% per annum for a 3-year phase per District proposal on 10-20-2016 starting January 1, 2017. The District shall pay the 1959 Survivor Benefit for Safety Employees at the Level IV.

**B. Retirement Contribution for Employees Employed Prior to February 1, 1987**

The District will contribute premium costs for medical and dental coverage for current employees employed prior to February 1, 1987, at the rates in effect for Kaiser #554 employee only coverage or Non-Kaiser option employee only coverage upon their retirement, provided such employee possesses at least ten (10) years of service and has attained the age of 50. The employee may select any program currently offered by the District up to the dollar amount and time period specified in this paragraph. Said benefit will expire when the employee reaches age 70 or dies, whichever is sooner. Employees who are terminated for cause or who resign while charges are pending are not eligible for this medical and dental coverage upon retirement.

**C. Life Insurance and Accidental Death and Dismemberment**

The District shall provide the maximum coverage of $50,000 term life insurance and $50,000 of Accidental Death and Dismemberment for all eligible unit members.

**D. Voluntary Accidental Death and Dismemberment**

The District may provide access to a voluntary Accidental Death and Dismemberment Policy for unit members. Costs associated with said Policy shall be paid for by the employee.

## ARTICLE 11: EDUCATION EXPENSE

**A. Education Expense.**

The District shall pay the costs of tuition, training programs, enrollment or license fees, and any associated travel or lodging expenses incurred as a result of attending any seminar, class, conference, certification, skilled trades or training program required by the District as a condition of continuing employment, providing the employee satisfactorily completes the training requirements. Payment shall be in accordance with District policies and procedures on reimbursement of employee business expenses. Payment for hotel, public transportation and course fees shall be in advance when the cost is known in advance and sufficient time is provided for processing the payment.

**B. Job-Related Training.**

For job-related training, not directed by the District, and that is not or cannot be offered on campus, the District may sponsor attendance at that activity. For attendance at a job-related College of Marin credit course, the District may pay the cost of tuition and books AND released time for attendance and satisfactory completion (Credit or C and above grade). For a job-related College of Marin Community Education and Services (noncredit) course, the District may pay the cost of fees and books AND released time for attendance. For a job-related workshop that is offered on-site by the Staff Development Office, the District may grant released time for attendance.

If any of the above activities are scheduled during working hours or if they require funding, permission to attend must be granted by the immediate supervisor, the appropriate Vice President.

An employee must submit a request to his/her immediate supervisor who will then forward it (approved or unapproved) to the appropriate Vice President. The Vice President will make the final decision.

Forms are available at the TRC (LC115) or the mailroom at IVC.

**C. P.O.S.T. Certificates.**

Police Officers and the Police Sergeant shall receive on their paychecks each month Seventy-five Dollars ($75) if they possess an intermediate P. O. S. T. certificate and an additional One Hundred Dollars ($100) if they possess an advanced P. O. S. T. certificate and an additional Seventy-five Dollars ($75) if they possess a Supervisory P.O.S.T. certificate as an educational incentive. Police Officers, who are assigned as Field Training Officers (FTO), shall receive a 5% increase while assigned as an FTO.

**D. Procedures for College Payment of Employee/Future Retiree Enrollment Fees.**

The purpose of the program is to promote staff development and opportunities for continued education while at the same time maximizing class productivity/income. This program will continue on an indefinite basis, but will only be available in semesters when the College is below its state funded cap.

1. The program will be available to any permanent full or part-time employee who is a member of SEIU 1021 or to any future retiree from the College who was a member of this unit.

2. Eligible classes will include Credit courses only.

3. It is understood that employees will attend classes only during normal off-duty periods. Any exceptions must be in accordance with union contract provisions

and a note, indicating immediate supervisor's approval, must be attached to the Application for Employee Class Fee Payment.

4. A Credit Application for Admission must also be completed if the employee has not been enrolled in the past 12 months.

5. Prior to Census Date, the employee must bring to Admissions, or send through campus mail, an Application for Employee Class Fee Payment (available in Admissions) together with appropriate enrollment forms and fees, if applicable.

6. The program will include College payment of the per unit enrollment fee and a waiver of the student representation fee and health fee. Employee/retiree students will be responsible for any materials fees plus the cost of books and supplies. (Non-resident tuition will not be paid.)

7. Employee/retiree students must stay enrolled through the Census Date of the class.
8. Employee/retiree students are subject to the same academic standards, rules and regulations affecting all other students at the College.

9. An employee/retiree student grated College payment in any one semester will not be eligible for the College payment or the waivers in the following semester if the employee/retiree student fails to successfully complete the class (if the program is offered again).

10. If an employee/retiree student was granted College payment and waivers for any one semester and wishes to reapply for the following semester, he/she should register, and once the grades for the previous semester are in, the College will verify successful completion of the course(s).

**E. District-Directed Training and Certifications.**

If the District requires a unit member to receive training which is intended to assist the member in the performance of their duties, the District shall pay for the cost of such training. If, after their employment begins, the employee receives a certification under a law, rule, or regulation requiring such certification for the performance of their duties, the District shall pay a one-time stipend in the amount of $100 to such employee.

**F. Professional Growth Program**

1. **General**

Professional growth is an organized activity designed to improve performance of employees and to provide training for employees to gain new skills and abilities; to broaden their opportunity for promotion or absorption into other classifications,

thereby promoting equal employment opportunity; and to engage in study related activities designed to retain and extend the high standard of employees.

The purpose of this program shall be to improve the standard of service; to extend and constantly improve the standards of on-the-job performance of employees; and to provide opportunities for advancement for all SEIU 1021 Bargaining Unit members.

It shall also be the purpose of the Professional Growth program to provide positive support for the District's commitment to equal employment opportunity in that it shall provide opportunities for employees to progress into more responsible positions.

In recognition of voluntary individual efforts on the part of the SEIU 1021 Bargaining Unit employees to improve their job performance, the District shall provide these employees with financial awards. Employees' professional growth activities under this Professional Growth Program are not work duties and are completed on their own time by their own choice.

2. **Eligibility**

All permanent members of the SEIU 1021 Bargaining Unit are eligible to enter the Professional Growth Program.

Credits earned while an employee is on an approved leave will be counted only once the employee has returned to active-duty status.

Any employee whose application is accepted into the Professional Growth Program and who is laid off prior to completion of the total number of units to qualify for that award may submit to the Professional Growth Review Committee the units thus far completed for review to determine if the employee qualifies for a pro-rated award.

3. **Professional Growth Review Committee Composition**

The Professional Growth Review Committee shall be composed of a maximum of three District employees to include two (2) SEIU 1021 bargaining unit members and one (1) management member. The management member shall be the Chief Human Resources Officer or designee.

The bargaining unit members of the Committee shall be selected by the SEIU 1021 members. The bargaining unit members shall be nominated and approved by a majority vote of the SEIU 1021 general membership.

**Tenure:** The terms of SEIU committee members shall be for a period of two calendar years starting on January 1st of each even year.

Members may be reelected for more than one term.

Members may choose to step down from their term early if needed at which point a new member may be elected to finish out the current term. Should the vacancy occur within the second half of the term, the bargaining unit may bypass the election process by appointing a replacement.

**Duties of the Committee:** Evaluate all activities requested for professional growth, place unit values on all approved activities, and approve or deny applications.

Recommend additional or revised policies as necessary to the District.

The District shall grant the Committee members release time from their regularly scheduled workday to conduct the necessary Professional Growth Review Committee activities. Meetings shall be scheduled by the Committee as needed.

4. **Criteria for Awards – General**

Internships, in-service training programs, and other professional learning that is otherwise funded or required by the District are not part of this Professional Growth program.

Professional Growth credits may be achieved through participation in any of the following activities provided that the activity:

- Is directly related to the employee's current position with the District;
- Develops the employee's knowledge, skills, abilities, or qualifications for promotion to another position within the District; or
- Develops the employee's leadership skills and cultural competency.

**COURSEWORK**

- College and Junior College Courses
- Community Education/Adult Education Courses
- Correspondence Courses
- Trade Schools (including Business colleges)

Credit may be earned by taking courses at universities, colleges, community colleges, trade schools, adult education schools, or through correspondence. The program/institution must be accredited to qualify for credit.

All graded courses must be passed with a grade of "C" or higher. Non-graded courses must be passed with a "pass" or "credit."

One-unit credit will be provided for each sixteen hours of attendance.

**SPECIAL ACTIVITIES**

- Institutes/Lecture Series
- Educational / Professional Seminars, Workshops, or Conferences

An institute or lecture series is a short teaching program established for a special group concerned with some special field of work. These programs may be selected from those offered by an adult school, college, or professional groups, or may be as approved by the Professional Growth Review Committee.

One-unit credit will be provided for each sixteen hours of attendance.

An approved educational/professional seminar, workshop, or conference, or employee organization conference is a series of scheduled meetings by an organization for the improvement of employee services.

One-half unit credit for each eight hours of attendance or participation, up to a maximum of one-unit credit each two years.

**LEADERSHIP**
Holding an elected or appointed leadership office (President, Vice President, Treasurer, Secretary or similar office) in any one educational/professional or job-related organization may be applied for credit at the local, county, State, or national level.

Two credits for each full year of service.

Leadership offices in District organizations and committees are not eligible for credit.

**5. Qualifying for the Award**
The District shall allocate a total fund of $9,750 per fiscal year for the SEIU 1021 Bargaining Unit. When an employee has completed ten (10) units credit, they shall receive one Professional Growth Award of $750 per year payable in a lump sum. This payment shall be considered as an “award” and shall not be considered as part of the employee’s salary.

The notice of Award, when approved, shall be maintained in the Human Resources employee file.

Verification for coursework shall consist of a fee statement, program activities, or registration receipt plus a transcript or a report card. For other than coursework, evidence of completion satisfactory to the Professional Growth Review Committee shall be submitted by the applicant for an award.

6. **Application Procedures**
All credit for an award must have been earned no earlier than the employee’s date of hire and no earlier than January 1, 2026.

The Committee shall consider all requests for growth awards not later than its meeting of May 1 for awards to be granted in September of the following fiscal year. It is the responsibility of the employee to maintain their own file of report cards, transcripts, or other acceptable verification of courses completed. When the employee has completed the required 10 units' credit, the employee must submit all records to the Professional Growth Review Committee for review.

It is hereby acknowledged that participation in the Professional Growth Program is entirely voluntary on the part of any employee and participation shall not be a requirement towards attaining any of the rights, benefits, or burdens accorded bargaining unit employees.

If an employee's application for an award is rejected by the Professional Growth Review Committee, the employee concerned may request a hearing at the next regularly scheduled Professional Growth Review Committee meeting. If the application is rejected a second time, the Committee's decision is final and the employee will receive a written justification for the decision.

## G. Degree Completion Award

Effective July 1, 2026, the District will pay unit members a one-time degree completion award for degrees earned on or after January 1, 2023 and during the unit members' employment with the District.

The stipend amount will be:

- Bachelor's degree: $1,500
- Master's degree: $3,000
- Doctorate degree: $5,000

Degrees required as minimum qualifications for the position, those earned before January 1, 2023, and those earned before the unit member joins the District do not qualify for payment.

## H. COM's Internal Advancement Program

This Internal Advancement Program is a pilot program for January 1, 2026 through December 31, 2028. Effective January 1, 2029, this program will terminate unless the parties agree otherwise. During the term of the pilot program, either SEIU or the District may request to negotiate modifications to the pilot program which would be implemented by MOU during the term of the pilot.

### 1. General

College of Marin's Internal Advancement Program is an organized activity designed to provide training for employees to gain new skills and abilities; to facilitate cross-training among employees; to broaden the applicant pool for

hard-to-fill positions; and to broaden employees' opportunities for promotion into other classifications, thereby promoting equal employment opportunity.

2. **Definitions**

For the purpose of this Internal Advancement Program, "mentee" will refer to the employee who is learning the new skills and abilities, and "mentor" will refer to the employee who currently holds the job title of the trade or position that the mentee is learning.

3. **Eligibility for Mentees**

Permanent members of the SEIU 1021 Bargaining Unit whose most recent evaluation, if any, was satisfactory, are eligible to apply for the Internal Advancement Program. Employees who have received a letter of reprimand or greater disciplinary action in the previous 12 months are not eligible to apply.

Any employee who is on a leave of absence will not be eligible to apply for the program until they return to active employment.

4. **Application Process**

The District, at its sole discretion, may choose to offer the Internal Advancement Program for particular positions within the bargaining unit based on current and anticipated operational needs and other factors the District deems relevant. Application requirement for a particular position may vary based on the District's needs. If the District offers the Internal Advancement Program for a position, it will:

a. For the mentee position(s):
    i. Notify all SEIU 1021 Bargaining Unit members of the opportunity and the application requirements;
    ii. Provide at least two weeks for employees to submit an application;
    iii. Screen applications;
    iv. Hold interviews, if the supervising manager in their discretion determines it would be helpful for selecting applicants; and
    v. Notify all applicants of whether they are selected for the position. One or more applicants, or no applicants, may be selected at the District's sole discretion, and the District is under no obligation to select applicants for the Program.
    vi. The manager's decision is final and not subject to appeal.

b. For the mentor position(s):
    i. Notify SEIU 1021 Bargaining Unit members in the applicable classification of the opportunity to serve as a mentor;

ii. Meet with the potential mentor(s) to discuss the expectations and timing for their participation as a mentor and hear any concerns the employee may have about serving as a mentor;
iii. The employees have the right to choose not to participate as a mentor;
iv. Of the employees who apply to be a mentor, management will notify which mentor(s) are assigned to serve, at the District's sole discretion. The manager's decision is final and not subject to appeal.

5. **Program Details**

For the mentees selected for the Program:

a. If tests are required, such as for a certification:
   i. The District will purchase the required training coursework and materials to loan to the employee for a set period of time.
   ii. To allow the mentee time to complete coursework and prepare for tests, the District will provide up to a set limit of hours of release time at the mentee's regular position rate of pay per week, for a set number of weeks. The District, in its sole discretion, will set the release time hours per week and total number of weeks for this purpose based on the manager's determination of what is appropriate for the test(s) and based on operational factors. In setting the number of release time hours, the District will consult with an employee who serves in the classification that will be learned.

b. The District will assign the mentee a set number of hours per week not to exceed 20 hours per week ("mentoring hours"), for a set number of weeks, to work with mentor(s) or vendors in the area of work. For these mentoring hours,
   i. The mentee will be paid on the range of the position they are learning about through the Internal Advancement Program at the initial step or the lowest step that is at least 5% above their regular rate of pay, whichever is higher.
   ii. The mentor will receive a payment of seventy-five dollars ($75) for each designated week with mentor hours. The mentor is not eligible for the payment if they are on vacation or other leave for the whole week.

c. The District may choose to change the number of release time hours, mentoring hours, and number of weeks as the manager determines is necessary.

6. **Termination or Conclusion of the Program**

a. Either supervisor or the employee participating in the Program may terminate the employee's participation upon two weeks' notice to the employee/supervisor. An employee who terminates their participation is not required to reimburse the District for any pay, release time, or certification costs received through the Program.
b. Employees who complete the Program are not entitled to any promotion, nor to any out-of-classification assignment. An employee who would like to promote into the position must apply for a vacancy just like any member of the SEIU Local 1021 Bargaining Unit or the public.
c. Upon completion of the Program, the employee may be assigned out-of-classification work pursuant to the collective bargaining agreement.

## ARTICLE 12: HOLIDAYS

A. Employees shall be allowed eighteen (18) holidays with pay if they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday and in paid status on the holiday.

i. Sworn full-time police employees are expected to work all holidays and are not subject to 17 holidays with pay. Sworn full-time police employees shall be compensated for holidays by increasing the salary schedule for sworn full-time police employees by 10.5% effective November 1, 2017 and by 0.5% effective September 1, 2021.

Holiday Schedule:
Martin Luther King Jr. Day, Lincoln Day, Washington Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Day After Thanksgiving, and Winter Holiday Week (see definition below).

Employees shall have the right to flexibly schedule one floating holiday. Floating holiday must be scheduled and taken in the fiscal year.

The Union and the District shall agree on the holiday schedule each year.

| **Holidays** | **2026** |
|---|---|
| Martin Luther King, Jr. Day | Monday, January 19 |
| Lincoln Day | Friday, February 13 |
| Washington Day | Monday, February 16 |
| Memorial Day | Monday, May 25 |
| Juneteenth | Friday, June 19 |
| Independence Day | Friday, July 3 |
| Labor Day | Monday, September 7 |
| Veteran's Day | Wednesday, November 11 |

| | |
|---|---|
| Thanksgiving Holiday | Thursday – Friday, November 26-27 |
| Winter Holiday | Thursday, December 24, 2026 – Friday, January 1, 2027 |

B. Winter Holiday Week replaces the following days: Christmas Eve; Christmas Day; New Year's Eve; New Year's Day, Admission Day and includes one additional holiday, and if needed, a Spring Holiday.

C. If an employee's work schedule is other than Monday through Friday and a holiday falls on an employee's regularly scheduled day off, the employee shall be entitled to a substitute holiday to be taken on the next regularly scheduled workday unless the employee and their supervisor agree in advance that the holiday will be taken on the prior regularly-scheduled workday.

D. When a holiday listed above falls on a Sunday, the following Monday shall be deemed the holiday in lieu of the day observed. When a holiday listed above falls on a Saturday the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

E. Holidays falling on an employee's regularly scheduled vacation period shall not be counted as vacation days, but shall be in addition thereto.

F. When an employee is required to work on a regularly scheduled workday which falls on a holiday, the District shall provide payment at time and one-half in addition to regular straight time holiday pay, or compensatory time off at the rate of time and one half in addition to the regular holiday pay.

## ARTICLE 13: VACATIONS

A. Effective with the implementation of the District's integrated management system, vacation benefits shall be credited on a monthly basis. The parties acknowledge that the supervisor/manager's decision on the employee's request for an advance on accrued vacation will be based on the needs of service.

Each full-time employee shall be entitled to the following vacation rights:
Effective July 1, 2026, twelve-month employees:

| | |
|---|---|
| One (1) through three (3) years of service. | 8.67 hours of vacation per month |
| Fourth (4th) through tenth (10th) year of service. | 10.67 hours of vacation per month |
| Eleventh (11th) through fourteenth (14th) year of service. | 14 hours of vacation per month |
| Commencing with the fifteenth (15th) year of service and thereafter. | 15.34 hours of vacation per month |

C. Requests for vacation leave shall be submitted by the employee in a form consistent with the district's integrated management system.

D. Each department or subdivision shall establish a date during the fiscal year by which all employees shall submit vacation requests to their immediate supervisor. Where no reasonable conflict exists with regard to the needs of the service, vacation requests shall be approved. If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest seniority based on length of service in the classification shall be given his/her preference. The vacation schedule shall be posted upon the established date. Changes in the schedule may be requested and where there is no reasonable conflict with regard to the needs of service, vacation change requests shall be approved. Seniority shall have no application with regard to change requests.

E. Each employee who is separated from employment after completing six (6) months of continuous service with the District shall be entitled to payment in lieu of all unused vacation leave which he/she/they may have accumulated as of his/her last day of work. In the event of a deceased employee, payments shall be made to his/her estate or as otherwise provided by probate law.

F. Vacation will be capped at 240 hours for all employees who have been employed for more than one (1) year. If an employee is approaching the vacation cap of 240 hours, the supervisor will direct the employee to submit a vacation request that ensures the employee does not exceed the cap. If the employee fails to submit a request, or the request is denied because of staffing or operational needs, the supervisor may require the employee to take vacation on dates selected by the supervisor to ensure the employee does not exceed the cap.

G. Earned vacation shall not become a vested right until completion of the initial six (6) months of regular employment.

H. If an employee's vacation becomes due during a period when on leave due to illness or injury, the employee may request that the vacation date be changed; and the District, subject to mutual agreement, shall grant the request in accordance with vacation dates available at the time.

I. If a holiday occurs during any employee's vacation period, that holiday shall not be counted as a vacation day.

J. If an employee (while on vacation) becomes ill and provides supporting information or requires hospitalization, or is eligible for a bereavement leave, these days may be charged to the appropriate leave and the vacation leave will be credited to the employee's account.

K. If the District does not permit an employee to take all or any part of his/her annual vacation, the amount not taken in excess of the cap shall be paid out. Payment shall be made within sixty (60) days following the close of the fiscal year.

L. No supervisor shall deny an employee a scheduled vacation without first obtaining a review of the decision by the next higher level administrator, if requested by the employee. Vacations shall not be denied merely because of the season of the year.

M. Part-time employees or employees who work less than a twelve (12) month year shall receive vacation time on a pro rata basis.

N. Employees shall continue to accrue vacation time while on leave with pay. Industrial accident or illness leave, as defined in Article 15, E, shall be considered leave with pay.

O. Vacation shall be taken in increments of the employee’s full work day or half hour increments.

P. Vacation leave shall be reported in the month in which the leave is taken, by the employee submitting leave on the electronic leave report, prior to commencement of vacation.

Due date for the electronic leave report shall be reported by the employee’s last work day for the month, but no later than the last working day of the month. Employee will be required to use the Absence Report for Late Submissions form if they fail to submit their leave on time. No payment for vacation leave shall be made unless submitted by the employee on the form specified by the Human Resources Office (including electronic means of filing) and signed by the employee and the immediate supervisor.

## ARTICLE 14: SICK LEAVE

A. Effective January 1, 2024, every full-time classified employee shall be entitled to eight (8) hours per duty month leave of absence due to illness or injury with full pay.

B. Effective January 1, 2024, classified employees employed for 40 hours a week for less than a full fiscal year are entitled to that proportion of 96 hours days leave of absence for illness or injury with pay as the number of months employed bears to twelve (12).

C. Effective January 1, 2024, classified employees employed less than 40 hours a week and for less than a full fiscal year are entitled to that proportion of 96 hours leave of absence for illness or injury with pay as the number of hours employed per week bears to 40 hours.

D. An employee absent from duties on account of illness or accident for a period of five (5) months or less shall be paid the difference between his/her salary and the sum which is actually paid a substitute employee employed to fill his/her position during his/her absence. This difference pay shall be paid for the remaining time following the exhaustion of all regular sick leave, accumulated compensatory time, vacation or other available paid leave. The five-month differential leave period runs concurrently with these other paid leaves, starting on the first day of absence.

E. Regular sick leave 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.

F. Sick leave need not be approved prior to taking such leave, and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than 48 hours until the first day of the calendar month after the completion of six (6) months of active service for the District.

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

H. Sick Leave Reporting

1. Employees must notify their supervisor 24 hours in advance of non-emergency doctor or dentist appointments and, if possible, at least one hour in advance of the beginning of their work shift in the event of illness. In addition, it shall be the responsibility of the employee claiming sick leave to contact their immediate supervisor or designee on each day at the beginning of the shift, except in cases where a doctor has specified the length of time the employee

should stay away from work. In such a case the employee need only notify the supervisor or designee of the length of time, on the first day of absence.

2. Whenever possible, all employees shall indicate their intention to return to work the following day by contacting their immediate supervisor or designee before the close of the workday. Evening employees shall notify their supervisors or designees by 12:00 noon of the day of their return to work.

3. No payment for sick leave shall be made unless submitted by the employee on the form specified by the Human Resources Department (including electronic means of filing) and signed by the employee and the immediate supervisor. Sick leave shall be reported electronically within the month taken.

I. A sick leave day, once commenced, may not be reinstated as a working day unless approved by the immediate supervisor. Medical appointments for a portion of a workday may be taken as sick leave.

J. The District may require certification from a physician or from a person authorized by any well-recognized religious sect, denomination or organization to treat people as to an employee's fitness to return to work following a sick leave claim and/or to verify sick leave. Normally, this shall only be done when the absence exceeds five (5) consecutive workdays or when the employee's absences indicate an abuse or misuse of sick leave.

K. If there is a reasonable doubt as to the ability of the employee to perform his/her job due to an apparent physical or mental disability or when the employee is a hazard to himself/herself or others in the performance of his/her work due to an apparent physical or mental disability, the District may request that an employee undergo an examination by a doctor selected jointly by the employee and the District. In the event that the District and the employee are unable to agree upon a doctor, a doctor will be selected by the County Medical Association and both parties shall be bound by that decision. The employee shall authorize the examining doctor to release the results of the examination to the District. The District shall not use the results of the examination for discipline or discharge unless the employee refuses to complete the prescribed treatment within a specific period of time or unless the results of the examination indicate the employee is unable to perform the work satisfactorily, regardless of treatment. The District shall pay the costs of such examination.

L. Use of Sick Leave for Kin Care. All conditions and restrictions on use of sick leave as outlined in this article apply. This allocation is Kin Care leave under Labor Code section 233, and is distinct from the sick leave day allowance for Personal Necessity as outlined in Article 15: Other Leaves. During any calendar year (January 1 – December 31), the employee may use up to six (6) days of accrued sick leave for the illness of the employee's child, parent, spouse, registered domestic partner, parent of employee's spouse or domestic partner, grandparent,

grandchild, sibling, or a “designated person” under California’s Healthy Workplace Health Families Act (HWHFA).

1. “Designated person” for California’s Health Workplaces Healthy Families Act (HWHFA) purposes means “a person identified by the employee at the time the employee requests paid sick days” under the HWHFA and for Kin Care. The individual need not be related by blood to the employee, and the association need not be the equivalent of a family relationship.
2. Employee shall identify the designated person at the time they request the leave. Employees may only identify one designated person per 12-month period (rolling).
3. The terms here regarding “designated person” are intended to reflect the law and do not extend leave availability beyond legal requirements.

## ARTICLE 15: OTHER LEAVES

### A. Bereavement Leave:

1. A member of the unit shall be granted bereavement leave at full pay for three (3) days, or five (5) days if one-way travel of 300 miles or more or out-of-state travel is required, on account of the death of any member of his/her/their immediate family. If travel of less than 300 miles is required, unit members may take up to two (2) additional days of bereavement leave (five days total) as unpaid leave, or use any paid vacation, personal necessity leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee to receive pay for those additional two (2) days. Members of the immediate family means the employee’s spouse, domestic partner, parent, sibling, grandparent, children (which includes step-children), grandchild, child-in-law (e.g., son-in-law, daughter-in-law) of the employee, or any person living in the immediate household of the employee.

2. Employees also shall be granted bereavement leave of three (3) days at full pay under this section for reproductive loss by the employee, or by the employee’s current spouse, domestic partner, or another individual if the employee would have been a parent of a child had the reproductive loss not occurred. Unit members may take up to two (2) additional days of bereavement leave (five days total) as unpaid leave, or use any paid vacation, personal necessity leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee to receive pay for those additional two (2) days. “Reproductive loss” means a miscarriage, stillbirth, failed adoption, failed surrogacy, or unsuccessful assisted reproduction. The District will maintain confidentiality related to an employee’s use of reproductive loss leave. If an employee is on another type of leave during the reproductive loss

event, they can take reproductive loss leave within three months of finishing the other form of leave.

3. Employees shall be entitled to use up to four (4) hours of accumulated sick leave to attend the funeral of a person with whom he/she/they has had a personal relationship or that of a fellow District employee. This time will be charged against Personal Necessity Leave.

4. Bereavement leave used shall be reported in the month in which the leave is taken, by the employee submitting leave on electronic leave report. No payment for Bereavement leave shall be made unless submitted by the employee on the form specified by the Human Resources Office (including electronic means of filing) and signed by the employee and the immediate supervisor

**B. Jury Duty**:

A leave with pay shall be granted to employees called for jury duty in the manner provided by law. Evening employees shall have leave with pay provided the employee is required to remain on jury duty after 12:00 noon. An employee who receives a jury duty summons shall submit to Human Resources, a verification from the Jury Commissioner's Office specifying the dates and times served by the employee. Payment shall be made to the District in the amount of statutory fees which the employee has received for attendance as a juror, excluding mileage fee.

Jury Duty shall be reported electronically within the month taken, by the employee submitting leave on electronic leave report. No payment for Jury Duty shall be made unless submitted by the employee on the form specified by the Human Resources Office (including electronic means of filing) and signed by the employee and the immediate supervisor.

**C. Military Leave**:

A bargaining unit employee who is a member of the State or Federal Military or Military Reserves shall be provided release time in accordance with all State and Federal Laws.

Military leave shall be reported electronically within the month taken, by the employee submitting leave on electronic leave report. No payment for Military leave shall be made unless submitted by the employee on the form specified by the Human Resources Office (including electronic means of filing) and signed by the employee and the immediate supervisor.

**D. Pregnancy Disability (unpaid):**

1. In cases of expected pregnancy disability, employees shall be granted a leave of absence for up to four (4) months upon written application to the Superintendent/ President or designee through the immediate supervisor. The beginning and ending dates of the leave shall be determined by the

Superintendent/President or his/her/their designee on the basis of the employee's physical conditions as certified by her health care provider, in the best interests of the welfare of the employee and the District.

2. Any period of actual physical disability connected with a disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery there from, shall be treated as any other physical disability, and any accrued sick leave or other salary continuance benefits shall be available to the employee. Physical disability, for purposes of this policy, shall be defined as a period during which the employee is unable to perform job-related duties. The period of actual disability shall be supported by written statement from the employee's health care provider, provided, however, that the District may, at its option, obtain other medical opinion.

3. The period of medical disability due to pregnancy or related medical condition shall be treated in the same manner as other absences for illness.

4. Leave for beyond that period of actual physical disability may be granted in accordance with the other provisions of this collective bargaining agreement. No compensation, sick leave, or employee benefits will be granted.

5. The date which the employee may return to her position after pregnancy shall be determined by mutual consent of the employee, her immediate supervisor and the Chief Human Resources Officer or designee.

6. This policy shall not be construed so as to deprive any employee of sick leave rights under other sections of the Education Code for absence due to illness resulting from pregnancy or related medical condition.

7. The leave of absence shall be reported in the month in which the leave is taken, by the employee submitted leave on the electronic leave report.

**E. Industrial Accident and Illness Leave:**

1. Employees shall be allowed at least sixty (60) working days leave in any year for the same accident.

2. Allowable leave shall not be accumulative from year to year.

3. Industrial accident or illness leave will commence on the first (1st) day of absence.

4. Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this State, exceed the normal wage for the day.

5. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under workers' compensation.

6. When an industrial accident or illness occurs at a time when the approved amount of days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

7. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving workers' compensation, the person shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensatory time, vacation or other available leave which, when added to the workers' compensation award, provide for a full day's wage or salary.

8. During all paid leaves of absence, under this Article, whether industrial accident leave, sick leave, vacation, compensatory time off or other available leave provided by law or the action of a governing board, the employee shall endorse to the District wage loss benefit checks received under the worker's compensation laws of this State. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this Article.

9. 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 re-employment list for a period of thirty-nine (39) months without pay. When available, during the thirty-nine (39) month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which case, the person shall be listed in accordance with appropriate seniority regulations.

10. Any employee receiving benefits as a result of this Article shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the State.

11. During the period of time during which an employee is on sixty (60) day industrial accident or illness leave, the employee shall accrue service credit as if he were on regular paid service. During this period of time, the employee shall continue to be covered by the fringe benefit plans to the extent all other members of the unit are covered.

12. The leave of absence shall be reported electronically within the month

taken by the employee submitting leave on electronic leave report.

**F. Personal Necessity Leave:**

1. Hours accumulated for sick leave may be used by an employee, at his/her/their election, in cases of personal necessity. No such accumulated leave in excess of 45 hours shall be used in any one fiscal year for personal necessity purposes. Effective January 1, 2024, employees may use up to 48 hours for personal necessity leave. Personal necessity is defined as any of the following:

    a. Death or serious illness of a member of his/her/their immediate family when additional leave is required beyond that provided under Bereavement Leave.
    b. Accident involving his/her/their person or property, or the person or property of a member of his/her/their immediate family.
    c. Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction, including adoption hearing.
    d. To conduct legal or other personal and pressing obligations which require the presence of the employee during regularly scheduled working hours in order to prevent a familial or financial hardship. Such obligations do not include any extension of holidays and/or weekends or any recreational matters of personal convenience.
    e. Religious holidays.
    f. Attendance at the funeral of a co-worker.

2. Advance permission shall not be required for leave taken under sections 1. a. and l. b. above.

3. The unit member shall submit a written request to his/her/their immediate supervisor designating which section a. through e. is involved, but management shall not require any statement of reason beyond such designations. Such written request shall be signed under penalty of perjury (affidavit). This request shall be submitted prior to taking the leave except as specified in section 2. above.

4. The sick leave used for personal necessity shall be reported electronically within the month taken, by the employee submitting leave on electronic leave report. No payment for personal necessity shall be made unless submitted by the employee on the form specified by the Human Resources Office (including electronic means of filing) and signed by the employee and the immediate supervisor.

**G. Uncompensated Leave:**

The District recognizes that in certain instances a classified employee may wish extended leave for personal reasons.

1. Purpose: Uncompensated leave may be taken for personal reasons.

2. Eligibility: Uncompensated leave may be granted to permanent employees only. An employee shall have completed at least three (3) years of service with the District to be considered for uncompensated leaves requiring District approval. Leaves consisting of twenty-two (22) working days or less in duration per fiscal year do not require Board approval and minimum service and starting date requirements are not applicable.

3. Application: Request for uncompensated leave shall be made to the Superintendent/President through the immediate supervisor with a copy to the District Human Resources Department at least seven (7) weeks in advance of the desired start date.

4. Period of leave: Any uncompensated leave may be granted for a period of up to six (6) months. The beginning and ending dates of the leave shall be set, as mutually agreed, in the written request, which when approved by the District, following review through appropriate lines of authority, may only be extended or abridged following a twenty-five (25) working day advance notice which also must be approved through the established lines of authority

5. Denial of Leave: In the event that an application for uncompensated leave is denied, the employee may submit a written request for an explanation of the denial. Upon receipt of such request, an explanation shall be provided by the Superintendent/President and his/her/their designated representatives.

**H. Family Care Leave:**

It is the intent of this section of the collective bargaining agreement to make available to unit members leave under the Federal Family Leave Act (FMLA) and the California Family Rights Act (CFRA) (Government Code Section 12945.2). This section shall be applied and interpreted 'in accordance with the state and federal law and regulations. **All leave under this section is unpaid.**

**1. Eligibility:** A unit member who has worked in the District for 12 months and a minimum of 1,250 hours during the previous 12 months (rolling) is eligible for the leaves described below. Nine, ten and eleven month employees who return each year, are considered to have met the 12 month requirements so long as they meet the 1,250 hour requirement.

**2. Purposes for Which Leave May be Taken:**

a. Birth, adoption or foster care placement of a child (within one year of event).

b. Care of a family member with a serious health condition:

1. Family member includes spouse, parent, (including person who stood in loco parentis to the employee), child (including foster, step and adult children and legal wards).
2. Serious Health Condition is defined as any illness, injury, impairment or physical or mental condition that require either in-patient care in a hospital, hospice, or residential care facility, or continuing treatment by or under the supervision of a health care provider.

c. Unit members own serious health condition (except that CFRA excludes pregnancy disability which is covered under Government Code Section 12945).

**3. <u>Duration of Leave</u>:**

a. Leave may be taken for a total of 12 work weeks in a 12-month period (rolling).

b. Leave is pro-rated for part-time employees.

c. Intermittent leave in the form of reduced workdays or work weeks may be taken due to a single illness or injury i.e. for chemotherapy, radiation, kidney dialysis or other treatments of a similar nature.

d. Intermittent leaves as defined above shall be scheduled, to the extent possible, to minimize disruption to the District. An employee who requests leave on an intermittent or a reduced leave schedule may be required to transfer temporarily to a position that better accommodates recurring periods of absence than the employee's regular position.

**4. <u>Time for Commencement of Leave</u>**

a. Leave for birth, adoption or foster care placement of a child must commence within one year of the birth, adoption or foster care event. Leave need not all be taken at one time.

b. The unit member shall be required to first use personal necessity leave, if available, compensatory time and accrued vacation, but not sick leave in situations other than the unit member's own serious health condition. FMLA leave runs concurrently with these leaves, beginning with the first day of absence.

c. If the situation is the unit member's own serious health condition, he/she/they shall be required to first use sick leave, accrued vacation, compensatory time, and five month "differential" leave in accordance with applicable law. FMLA leave runs concurrently with these leaves, beginning with the first day of absence.

d. Pregnancy disability leave is treated separately under CFRA (See Government Code Section 12945).

**5. Employee Notice**

a. If the need for leave is foreseeable, the unit member shall provide the District with reasonable (at least 30 days) written notice.

b. If the need for the leave is unforeseeable, notice must be given as soon as practicable.

c. The District may deny the leave for failure to provide notice if:
   1. The unit member had no reasonable excuse for failure to give notice;
   2. The unit member actually knew of the notice requirements; and
   3. The need for leave was clearly foreseeable.

**6. Continuation of Benefits**

a. The District will continue to pay the unit member's health benefits to the same extent the District would have paid for such benefits if the unit member would have continued working during the time of leave under this section.

b. If the unit member does not return at the end of the leave, the District will collect from the unit member the amount expended for benefits unless the failure to return is because of disability or other reasons beyond the control of the unit member.

c. The District will not continue to pay for dental and vision benefits. The unit member can make arrangements to pay for these benefits, if he/she/they wishes them to continue.

d. The District and the unit member cannot continue to pay the retirement contributions because the unit member must be in paid status for these contributions to continue.

e. The unit member cannot continue the short-term disability/long-term disability payment because the unit member must be in paid status to make this payment.

**7. Status while on Leave:** Leave does not constitute a break in service for purposes of seniority or longevity.

**8. Spouse Employees:** If both spouses are employed by the District, the leave for both employees is limited to a combined twelve (12) weeks for the care of a family member for whom the employees are eligible to take FMLA/CFRA leave, with the exception of a newly-arrived child (*see* Section L, Parental

Leave). For other purposes, each employee is entitled to twelve (12) weeks of leave.

**9. Medical Certification of Serious Health Condition**

a. The unit member shall provide to the District medical certification of the serious health condition of a child, spouse or parent and a statement that the serious health condition requires the participation of a family member to provide care.
b. The unit member shall provide to the District medical certification of his/her/their own serious health condition and the inability to perform the functions of his/her/their position.
c. Medical Certification may be provided by a physician, osteopath or other health care provider designated by the Secretary of Labor.
d. The District may, at its expense, require additional medical evaluation and certification of the unit members own serious health condition (but not of the unit member's spouse, parent or child).
e. The District shall require a release to return to work from an employee's health care provider following leave for the unit member's own serious health condition.

**10. Right to Reinstatement:** A unit member is entitled to reinstatement to the same or a comparable position, if the position exists at the time of the unit member's return.

**11. Procedure for Applying:** Employees shall complete the appropriate form(s) and submit the form(s) to Human Resources. Forms are available from Human Resources.

**I. Sick Leave Donation to Catastrophic Leave Program:**

Provided that the unit member will have at least one hundred (100) hours of sick leave balance remaining after the donation, a unit member may voluntarily donate up to ten (10) days of their accumulated sick leave days per year to a catastrophic leave program for the purpose of benefiting another who has suffered a long-term illness or disability and who has exhausted all fully paid leaves. In no instance shall the employee sell and/or exchange sick leave for monetary or other considerations. If an employee wishes to donate sick leave days as stipulated above, he/she must contact the Human Resources Department to verify the number of accrued sick leave days they have available, and complete the appropriate form and submit it to the Human Resources Department in order to have the days transferred.

NOTE: It is understood that accrued sick leave can be applied to a unit member's service credit for retirement purposes. Any donation of sick leave hours will be deducted from an employee's sick leave accrual and will not be applied for service credit for retirement purposes.

## J. Miscellaneous

All employees on approved, paid leaves of absence shall earn vacation, holiday and sick leave credit, accrue seniority, and be eligible for health and welfare benefits. Employees on unpaid leave and employees with thirty-nine (39) month re-employment rights shall, upon their return, retain seniority rights and step position on the salary schedule which they held at the beginning of the leave. Such employees shall be entitled to receive fringe benefit coverage during their period of unemployment if they pay the premium cost if the policy so permits.

Any working day absence shall be reported on the prescribed form designed by the District Human Resources Department. Positive reporting of duty may be required by the District.

When an employee returns to duty from an authorized leave of absence, he/she shall be reinstated in the same classification in which he/she was employed before such absence, assuming there is such a classification, or to a lesser classification to which he/she has seniority rights and written notification to the affected employee(s) shall be made at least thirty (30) days in advance in accordance with the Education Code.

## K. Extended Illness/Injury Leave (Differential Leave)

As stated in Article 14, Sick Leave, when an employee is absent from duties on account of illness or accident for a period of five (5) months or less, the amount deducted from salary due for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill the position during the absence. This differential pay shall be paid for the remaining time following the exhaustion of all regular sick leave, accumulated compensatory time, vacation, or other available paid leave. The five-month differential leave period runs concurrently with these other paid leaves, starting on the first day of absence.

Differential pay, when applicable, shall be paid in conjunction with (and runs concurrently with) Family Medical Leave Act (FLMA) and California Family Rights Act (CFRA).

## L. Parental Leave

1. Effective January 1, 2017, classified employees are entitled to up to twelve (12) work weeks of “Parental Leave” in the twelve (12) month period following the birth of a child of the employee, or the placement of a child of an employee in connection with the adoption or foster care of the child by the employee. During Parental Leave, the rate of pay is the employee’s full pay if he/she/they has sufficient sick leave to cover the entire period of Parental Leave. If the employee does not have sufficient sick leave, the rate of pay is as set forth

below.

Using the "differential" pay method of calculating extended illness leave, classified employees receive their full rate of pay less the amount actually paid the substitute employed to fill his or her position. If the employee is eligible for California Family Rights Act ("CFRA") leave, after exhaustion of all available sick leave, the employee shall receive differential pay or fifty percent (50%) of their regular rate of pay for the remainder of the twelve (12) workweek period, whichever is greater.

2. An employee is not required to have twelve hundred and fifty (1,250) hours of service with the District in the previous twelve (12) month period to qualify to take Parental Leave under this section. An employee is not required to use his/her/their sick leave for Parental Leave as a condition of using baby bonding leave under the California Family rights Act (CFRA). An employee who is eligible for CFRA leave may elect to take unpaid CFRA baby bonding leave and reserve his/her/their sick leave for later use (as sick leave, not as Parental Leave); however, if an employee elects to receive paid Parental leave, his/her/their entitlement to CFRA baby bonding leave is reduced by the period of Parental leave. Further, an employee who elects to take unpaid leave under this section shall not be eligible for differential or fifty percent (50%) pay during the twelve (12) workweek period (if the employee is eligible for CFRA as above) until they have exhausted all current and accrued sick leave. Effective January 1, 2021, if both parents are employed by the District, each parent is entitled to up to twelve (12) workweeks of bonding leave under CFRA.

3. Parental Leave in this section shall run concurrently with CFRA baby bonding leave taken pursuant to Government Code section 12945.2, and the combination of the two leaves shall not exceed twelve (12) workweeks in a twelve (12) month period.

4. To apply for Parental Leave, employees need to complete the appropriate form(s) and submit the form(s) to Human Resources.

## ARTICLE 16: GRIEVANCE PROCEDURE

### A. Definitions

1. **"Grievance"**
   a. A "grievance" is a claimed violation, misinterpretation, or inequitable application of a specific provision of this Agreement. A grievance may be initiated by any member(s) of the bargaining unit who has been adversely affected by a misapplication or violation of this Agreement and who has, when appropriate, completed and signed the grievance form. The Union

Representative may co-sponsor any grievance and thereby become a party to the grievance.

b. If any unit member feels that there is an alleged violation of any District policy and/or procedure on employment, he/she must grieve in accordance with the procedures set forth in the applicable policy and/or procedure.

c. This grievance procedure is not applicable for member employees to address disciplinary action implemented pursuant to Article 26 of this Agreement. This shall not apply to a grievance related to disciplinary process.

2. A **"**day**"** is any day in which the District office of the Marin Community College District is open for business.

3. Time limits for appeal provided at each level shall begin the day following receipt of written decisions by the appropriate District representative. If the District fails to act within any time limit set forth in this Article, the grievance shall proceed automatically to the next step except as provided in Section C. 11. of this Agreement. Failure of the grieving party(ies) to proceed within any time limit set forth in this Article shall constitute a waiver of the grievance. Time limits may be extended in writing by mutual agreement between the District and the Union.

4. The **"**supervisory/management team member**"** is the lowest level management or supervisory person who has been designated to adjust grievances and who has immediate jurisdiction over the grievant.

**B. Procedures**

1 It is the expressed intent of the District and the Union that grievances be resolved expeditiously at the lowest level.

2. Nothing within this procedure shall be construed to limit the right of a unit member to informally discuss any employment problem with the immediate supervisor or designated management person.

3. The Executive Director for Human Resources & Labor Relations, or designee, may act as a resource person to provide information as requested at any level of the grievance procedure. The Administrative Dean may also intervene at any point in the procedure to provide necessary assistance.

**Level I**

Within ten (10) days of when the grievant knew or reasonably should have known of the act or omission which gave rise to the grievance, the grievant must request to informally discuss the problem with the immediate supervisor or designated management person. A meeting will be convened as soon as possible with the

appropriate supervisor. The District shall communicate a written decision within ten (10) days of the meeting.

**Level II**

If the grievant is not satisfied with the decision at Level I, within ten (10) days after receipt of the Level I response, the grievant must present such grievance in writing on the appropriate form to the Executive Director for Human Resources and Labor Relations, or designee. The grievance shall consist of a clear and concise statement of the problem, the specific provision of the Agreement involved, and the specific remedy sought. Should the grievant and/or Union representative request a conference, the appropriate Dean or Vice President, or designee, grievant and/or Union representative shall meet at a mutually convenient time in an effort to resolve the grievance. Extensions shall be granted to accommodate such meetings. The appropriate Supervisor/Manager may also participate in this meeting, if deemed necessary by the Dean, Vice President, or designee. At such meeting; either party may request the presence of relevant witness including, but not limited to supervisory/management team personnel. (Union status quo). The District shall communicate a written decision within ten (10) days of the meeting.

**Level III**

If the grievant is not satisfied with the decision at Level II, within ten (10) days after receipt of the Level II response, the grievant may appeal the decision on the appropriate form to the Superintendent/President or designee. Should the grievant and/or Union representative request a conference, the Superintendent/President, the Executive Director for Human Resources & Labor Relations, or designee, grievant and/or Union representative shall meet at a mutually convenient time in an effort to resolve the grievance. Extensions shall be granted to accommodate such meetings. The appropriate Vice President and/or Manager may also participate in this meeting, if deemed necessary by the Superintendent/President or designee. At such meeting either party may request the presence of relevant witnesses including but not limited, supervisory/management team personnel. The Superintendent/President shall communicate, in writing, a decision within ten (10) days of the meeting.

**Level IV (Arbitration):**

There shall be two options that may be pursued if a grievance is appealed to arbitration. The option shall be selected by the Union. Once an option is selected it shall be the sole process by which the grievance shall be resolved, unless the parties agree otherwise in writing.

**Option 1.**

a) Within ten (10) twenty (20) (Union status quo) days of the grievant's receipt of the decision at Level III, the Union shall inform the District of its intent as to whether or not the grievance will be arbitrated. The Union and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each

party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

b) If any question is raised as to whether or not the grievance is arbitrable, the question must first be heard and a decision rendered by the Arbitrator prior to hearing the merits of the grievance.

The fees and expenses of the arbitrator deciding the issue of arbitrability shall be borne by the party which raised the question of arbitrability.

c) The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues so submitted. If the parties cannot agree upon the issue or issues submitted to the arbitrator, each will submit a separate statement to the arbitrator to determine the issues.

d) The District and the Union agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator shall expressly confine him/herself to the precise issues submitted to him/her and shall have no authority to consider any other issue not so submitted to him/her. The arbitrator shall be without power or authority to make any decision that requires the District or the administration to do an act prohibited by law.

e) After an evidentiary hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and award.

f) The award of the arbitrator shall be final and binding.

g) The fees and expenses of the arbitrator and the hearing shall be shared equally by the District and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they both mutually agree. If the arbitrator requests a court reporter, then the costs shall be shared by both parties.

h) By filing a grievance and processing it beyond Level III, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. The

processing of a grievance beyond Level III shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

**Option 2.**
If the grievant is not satisfied with the decision at Level III, the Union may within twenty (20) days of the receipt of the decision, submit a request in writing to the President of the College to convene a Grievance Resolution Committee comprised of no more than two representatives from the Union and two representatives of the College. They shall meet with a facilitator/mediator acceptable to the parties. The role of the facilitator/mediator is to facilitate/mediate with the Committee for the purpose of reaching a consensus for resolving the grievance. Meetings shall be convened for the purpose of exploring the parties' mutual and varied interests, creating options for and selection of the option(s) that best meet the interests of the parties in resolving the grievance. It is not the function of the Committee to determine rights, hear evidence or assess violation of the contract.

Resolution of the grievance may be achieved in one of two ways:

1. If consensus is reached, that consensus is reduced to writing, signed by the Committee members, and is final and binding on the parties.

2. If consensus is not reached within 15 days, then the neutral shall act as a hearing officer and shall submit a recommendation as to the resolution of the matter. The recommendation shall be submitted to the Superintendent/President or designee, who shall forward the recommendation to the District's Board of Trustees for consideration and final determination.

**C. Miscellaneous**

1. No reprisals of any kind will be taken by the District against any grievant, any party in interest, or any other participant in the grievance procedure, by reason of such participation.

2. The grieving party(ies) has the right to be represented at any step in this procedure by the Union. However, nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter with an appropriate member of management, and to have the grievance resolved without intervention or presence of the Union; provided that the resolution is not inconsistent with the terms of this Agreement, and provided further, that prior to any agreement on the resolution, the Union has been given ten (10) days in which to study the issues and to state its views.

3. If the District management fails to respond in writing to the grievance within the specified time limit, the grievant has the right to process the grievance at the

next level. If the grievant does not process the appeal within the given time limits, the grievance shall be considered as settled and the grievant cannot thereafter grieve the issues again. The time limits specified at each level should be considered maximums and every effort should be made to expedite the process. The time limits for a specific grievance, however, may be extended by written mutual agreement.

4. With respect to a particular complaint or grievance of an employee concerning the interpretation or application of this Agreement, and upon the employee's written authorization, the business representative of the Union may inspect and obtain copies of relevant material in the employee's personnel file upon which the District is or will be relying, during regular business hours and with one (1) business days' notice.

5. The grieving party(ies), one (1) Union Steward, and any necessary witnesses shall be granted release time to participate as necessary in a grievance proceeding. The grieving party(ies) and one (1) Union Steward shall be granted release time to attend any hearings or meetings between the grieving party(ies) and the District required by this grievance procedure. Necessary witnesses subpoenaed to testify at a hearing shall be granted release time for the duration of their appearance at the hearing.

6. During the pendency of any grievance, the grieving party(ies) shall continue his/her assigned functions until final resolution of the grievance.

7. A copy of the form for processing grievances is attached hereto and incorporated herein as Exhibit C. The cost of preparing these forms shall be borne by the District, and they shall be made available to unit members upon request. The use of District equipment or extraordinary use of District facilities in the preparation of grievances shall be prohibited.

8. If a grievance involves unit members with different immediate supervisory/management team members, the grievance may be submitted at Level II.

9. If the outcome of a grievance applies to unit members not named in the grievance, the outcome shall apply to all similarly situated unit members.

10. By mutual agreement, any level or levels of the grievance procedure shall be waived.

11. No management or supervisory employee at Level I or the Executive Director for Human Resources and Labor Relations at Level II of this Article shall be required to handle more than two (2) SEIU grievances at a time. Any additional grievances shall be handled in order of submission and the time limits shall begin to run as soon as the first (1st) level of the two (2) prior grievances has

been elevated to the next level or been terminated by the grieving party(ies). The District shall inform the Union Representative in writing regarding the status of unit grievances whenever this provision applies.

## ARTICLE 17: TRANSFERS/REASSIGNMENTS

A. When a position becomes vacant or a shift or campus location is available, an employee in the same classification may request a transfer.

B. The Human Resource Department shall post the position announcement online. With the implementation of the district's online application program, the district will transition to an electronic application submission process.

C. The employee shall submit the Request for Transfer form to the Human Resource Department. The Department Supervisor/Manager shall review the request and approve/disapprove the transfer. Where there are two (2) or more applicants equally qualified for the transfer, seniority shall govern.

D. The Department Supervisor/Manager shall provide reason(s) for approval/disapproval on the *Request for Transfer* form and forward the form to the requesting employee and the Human Resource Department within ten (10) working days of receipt of the request.

E. The District will consider the following criteria whenever a transfer is being considered (either a request from an employee or a District-initiated transfer):
   1. The impact on the building, area, or campus.
   2. The impact on the individual(s) who would be involved.
   3. The skills of the individual(s) involved.

F. If the transfer is being considered for disciplinary reasons, the transfer must be reviewed and approved by the appropriate Supervisor, the appropriate Manager and the appropriate Vice President or Dean.

G. During the District's Modernization process, employees may be transferred to transitional space.

## ARTICLE 18: SAFE WORKING CONDITIONS, SECURITY CAMERAS, POLICE RECORDERS, & POLICE DEPARTMENT NOMENCLATURE

A. **Safe Working Conditions**
The District shall be responsible for providing safe working conditions for the bargaining unit member. In the event a hazardous, unsafe, or unsanitary condition exists at a work site (which may include an assigned District vehicle);

1. The employee shall not be required to remain at the site but shall immediately report the unsafe, hazardous or unsanitary condition to their supervisor or, if unavailable, the next available supervisor in the chain of command.
2. The supervisor shall inspect the work site and reassign the employee to another site if necessary. If the supervisor does not find the condition to be unsafe, hazardous or unsanitary and the employee still does not want to work on the site, the supervisor shall contact the Director of Facilities Planning, Maintenance and Operations to inspect the site.
3. The employee shall abide by the decision of the Director of Facilities Planning, Maintenance and Operations regarding the safety or sanitation of the site; however, nothing in this Article shall preclude an employee from exercising their rights under the law.
4. Employee shall make every effort to promptly report any unsafe or hazardous conditions and industrial illnesses and accidents to the immediate supervisor. If supervisor is not available, then the employee shall make the report to the Vice President.
5. The District shall promptly investigate all conditions reported to be unsafe, hazardous, unsanitary or potentially dangerous and shall take necessary steps to have such condition corrected.

B. **Security Cameras**

Campus security cameras shall not be used as a substitute for supervision of a District employee's regular duties.

C. **Police Audio/Video Recordings**

1. If the District uses portable audio/video recording devices by members of the Police Department in the performance of their duties, the District or its Police Department shall maintain a policy regarding the use of such devices.
2. All recordings made on portable audio/video recording devices are property of the District. Unit members have no expectation of privacy or ownership interest in the content of the recordings.
3. In no event shall any recording and/or livestream be viewed, used, or shown for the purpose of ridiculing or embarrassing any employee, or for mere entertainment or curiosity.

**A. Police Department Nomenclature**

The District shall notify the Union ahead of:

- Any change to the operating name of the Police Department on signage, equipment, uniforms, vehicles, website, badges, or official District publications; and
- Any title change of the Police Officer job classification.

The notification is for the purpose of meeting and discussing potential impacts to the currently-employed unit members. The District does not have to reach mutual agreement with the Union to make the change(s).

## ARTICLE 19: SEVERABILITY

If, during the life of this Agreement, there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision or application of this Agreement, such provision or application shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

## ARTICLE 20: CLASSIFICATION AND RECLASSIFICATION

1. **Job Descriptions**
   The District shall provide SEIU with notice and opportunity to bargain regarding changes to job descriptions on wages or terms and conditions of employment.

2. **Placement in Classification**
   Every bargaining unit position shall be placed in a classification. Classification of positions will follow the agreed upon salary schedule. Classification of a position will include a written job description which contains an accurate and concise description of duties and responsibilities, and skills, knowledge and abilities required to perform the job.

3. **New Classifications**
   All newly-created positions or classifications, unless specifically exempted by law, shall be assigned to the bargaining unit if the job description includes primarily duties performed by the employees in the bargaining unit or which by the nature of the duties should reasonably be assigned to the bargaining unit. Any dispute regarding this paragraph shall be solely determined by PERB. The District shall notify SEIU of any proposed new classification to be assigned to the unit and negotiate its salary with SEIU.

4. **Reclassification Definition**

   Reclassification is a change in range based on any of the following reasons:

   a. New job duties with significantly increased difficulty/complexity, scope and/or significantly higher level of responsibility are either gradually added or

eventfully added to the requirements of the position. The employee must be consistently asked to perform tasks not contemplated in their job.

b. An extraordinary need for change, such as because of an ongoing shortage of applicants for, excessive turnover in, or unique skills required for the position.

c. Increase in workload is **NOT** considered to be a valid reclassification request.

5. **Reclassification Request Process**

The process for an employee to request a reclassification consists of the following steps:

a. **Reclassification Request**. An employee may request a review of the classification of their position. The review will be based on the employee's job description, duties performed and recommendations of the supervisor. An employee may submit no more than one (1) request in a two (2) year period. An employee must serve in the current classification for at least one (1) year prior to submitting a request. For shorter-term out-of-classification assignments or as an interim measure while a reclassification request is pending, refer to Article 8, Other Out-of-Classification Assignments.

b. **July 1 to October 1 Application Window**. To submit a reclassification request, the employee must complete the reclassification request form and submit it to Human Resources between July 1 through October 1 to have the request considered during the fiscal year. The employee is responsible for submitting evidence in support of each component of the reclassification request.

c. **Reclassification Committee Convenes**. After October 1, if reclassification requests are submitted, Human Resources will convene the Reclassification Committee. The Reclassification Committee will meet as necessary for full consideration of requests and completion of the classification review process. The Reclassification Committee will review requests as outlined in section 6 below.

**6. Reclassification Committee and Review of Requests**

a. **Committee**. The Reclassification Committee shall consist of up to two (2) unit members selected by SEIU and up to two (2) employees selected by the District to work on a procedure. Any Reclassification Committee member whose position is being considered for reclassification will be recused from the Committee and temporarily replaced by another SEIU representative selected by SEIU.

b. **Review Process**. The Reclassification Committee will review the request and may request additional information concerning the applicant’s position. Information may include, but not be limited to, desk audit, interviews, and comparable salary data from the Bay 10 community college districts, Cabrillo College, Gavilan, Napa Valley College, and Santa Rosa Junior College.

1. Although the Reclassification Committee may request additional information from the applicant, it is the applicant's responsibility to include all information and evidence that they consider relevant with the original request. Applicants are not entitled to supplement their application after submitting it.
2. If the Reclassification Committee chooses to interview the employee or supervisor, the Reclassification Committee will interview both the employee and the supervisor.
3. When the Reclassification Committee chooses to interview employees, they will get release time to appear for the interview.
4. The Reclassification Committee may compare the SEIU salary schedule, classifications, job descriptions, and duties to a comparable list of institutions (from Cabrillo College, Gavilan, Napa Valley College, Santa Rosa Junior College, and the Bay 10 community college districts – Peralta, Contra Costa, Foothill de Anza, San Mateo, West Valley Mission, Ohlone, Chabot Las Positas, San Francisco City College, San Jose Evergreen).

c. **Reclassification Committee Recommendations by February 1**

1. The Reclassification Committee may recommend that a request be approved, denied, or approved with changes.
2. The Reclassification Committee recommendation will include:
    a. Recommendation on whether the position or classification should be reclassified;
    b. Recommendation on any changes to the job description or title;
    c. Determination of the date on which reclassification duties commenced; and
    d. Suggested range placement for consideration by the SEIU and District negotiations teams.
3. All recommendations of the Reclassification Committee shall be made by a majority vote, with all committee members present. If the Reclassification Committee cannot reach a decision, it shall refer the matter to SEIU and the District negotiations teams to resolve.
4. The Committee will complete the review process on or before February 1.

d. **Notification**. The Reclassification Committee shall notify Human Resources of the outcome of its review.

e. **Negotiations Teams' Review**. When a reclassification is recommended by the Reclassification Committee, Human Resources shall refer the Reclassification Committee's final recommendations to the SEIU and District negotiations teams for review and approval prior to implementation. The negotiations teams may accept, reject, or accept with changes the Reclassification Committee's recommendations. Human Resources will notify the employee and supervisor of the outcome.

f. **Effective Date**. The effective date of the reclassification for seniority purposes only shall be the date on which the Committee determines the reclassification duties commenced, but no earlier than two calendar years prior to the date the reclassification is approved. The date the reclassification is implemented and salary is changed, following approvals, will be the employee's new anniversary date for the purposes of step movement and evaluation. Any retroactive pay will be limited to July 1 of the calendar year when the employee filed the request (by October 1) that was approved. Any out-of-classification pay already received by the employee for the work will be factored into any retroactive pay calculation.

## ARTICLE 21: CONCERTED ACTIVITIES

For the duration of this Agreement, the District shall not lock out unit employees. For the duration of this Agreement, unit employees shall not strike.

## ARTICLE 22: NON-DISCRIMINATION

The District shall not discriminate against any member of the bargaining unit on the basis of race, religion, age, sex, sexual preference, national origin, marital status, medical condition (cancer), handicap, status as a Vietnam-era veteran or membership or participation in the activities of an employee organization by reason of the members exercising of rights guaranteed by the EERA as provided in Section 3543.5(a) of that Act.

## ARTICLE 23: MISCELLANEOUS

A. The hours, wages and terms and conditions of employment of the members of this bargaining unit shall be affected by the use of temporary or student employees only to the extent authorized in Education Code 88003.

B. When an employee(s) is absent for any reason and if a replacement is not obtained, it is the intention of the District to distribute work load equitably among the employees in the unit so that no undue hardship may be placed on any individual worker.

C. *Retirees* – A unit member, as part of CalPERS, must wait a period of 180 days post-employment before being allowed to work in the District. A District retiree may apply for and will be given employment within the District up to a maximum of nine hundred and sixty (960) hours per year. The hourly rate of pay will be that which the retiree would have received during the respective year re-employed.

B. *Light Duty Assignments* - Employee request, with appropriate medical documentation, for light duty assignments shall be reviewed on their merit by the Executive Director for Human Resources or designee, and a determination shall be made as to whether light duty is appropriate on a case by case basis.

C. Committee Meetings- Release time may be granted for employees to serve on a governance committee.

## ARTICLE 24: REDUCTION IN SERVICES

A. Any permanent unit member who is subject to layoff because their position must be eliminated as the result of the expiration of a special funded program shall receive a sixty (60) day advance notice of layoff. The fifteen (15) days preceding the notice will be used for consultation by the District with the Union on the impact of the layoff and the exploration of ways to minimize disruption of District operations.

B. Any other permanent unit member who is subject to layoff shall receive a notice from the Superintendent/President or designee no later than March 15 that it has been recommended that the unit member receive a notice that their services will not be required for the ensuing year. This notice given no later than March 15 shall inform the unit member of the right to request a hearing pursuant to Education Code section 88017. No later than May 15, the Board shall give the unit member a notice of termination that the unit member's service will not be required for the ensuing year.

C. Any notice required under Education Code section 88017 shall be deemed sufficient when it is delivered in-person to the unit member, or when it is deposited in the U.S. registered mail, postage prepaid, and addressed to the last known address of the unit member.

D. The District will assist any unit members receiving layoff notices with counseling toward finding new employment.

E. When a unit member who has received a layoff notice has a new job interview scheduled during his/her/their working day, the employee may use his/her/their personal necessity leave as provided in the Agreement for the interview, after exhaustion of accrued vacation entitlement.

F. Employees of the unit who are laid off shall receive full re-employment rights for thirty-nine (39) months, as provided by statute.

G. In the event of layoffs, the remaining unit members will not be disciplined in any manner as the result of their not being able to complete additional work, if any, assigned to the employee as a result of the layoff.

H. This Article shall not be construed to interfere with the District's right to release a probationary employee without notice or a hearing.

## ARTICLE 25: UNION RIGHTS

A. The union shall have access to the corporation yard bulletin boards and mailboxes for the purpose of posting notices relating to the following:
   1. Union elections
   2. Union appointments
   3. Union meetings
   4. Such other notices regarding the transactions of Union business (excluding public political campaign materials except with prior District approval, or libelous materials.)

   The union shall have the right for incidental use of the phone system for inter-district communications to employees.

B. Duly authorized representatives of the Union shall be permitted on the campus for the purpose of transacting Union business and policing this Agreement. Union representatives shall not interfere with the work duties of employees.

C. The Union shall notify the District of the names of those employees who are designated Union Stewards. Such Union Stewards shall be limited to five (5) and shall be recognized by the District for the following purposes: the investigation and processing of grievances, and attendance at grievance meetings with management, and to participate in arbitration hearings. Union Stewards shall be granted release time with pay to participate in grievance meetings with management and to participate in arbitration hearings.

D. The District agrees to provide reasonable periods of paid release time to designated bargaining unit members to participate in negotiations and the

processing of grievances. All Union Stewards shall request approval, in advance, from their immediate supervisor when there is a need to use paid release time. District representatives shall not capriciously deny Union Stewards their rights under this Article. Paid time used for the investigation of grievances, not including scheduled negotiations, and conduct of Union business shall not exceed twenty (20) total hours per month. Union Stewards or other members of the bargaining unit shall not interfere with the normal work duties of employees.

E. The Union may use school facilities, when not otherwise used for educational purposes, without charge, for SEIU Local 1021 meeting. The Union agrees to leave such facilities in the same condition as the facility was in prior to the meeting.

F. New employees may be released without loss of pay for up to one hour, to attend a Union orientation workshop within 30 work days of their first date of paid service. This workshop must be conducted on district property. Release time will not be unreasonably denied by District Management.

G. The District shall notify the Union promptly of third-party California Public Records Act requests for contact, biographical, and/or demographic information about unit members. The District will notify the Union of whether the District plans to release records in response to the request. Upon request by the Union, the District will provide the Union with a copy of the request and any materials submitted with the request. If the Union timely submits a response to the District, the District will consider the Union's response prior to releasing records in response to a California Public Records Act request. The Union acknowledges the District's obligation to comply with the California Public Records Act.

## ARTICLE 26: DISCIPLINARY PROCEDURE

### A. Definition of Probationary Period and Permanent Status

The probationary period of members of the classified service shall be six (6) months or 130 days of paid service, whichever is longer, except that Police Officers will serve a twelve (12) month probationary period.

During the probationary period, any employee in the classified service shall be subject to release from employment with or without cause and shall not have a right to a hearing with respect thereto.

Upon completion of the designated probationary period by a member of the classified service, such person is designated as a permanent employee who shall be subject to disciplinary action only for cause. Supervisors are encouraged to use progressive disciplinary steps (i.e. reprimand, suspension, termination) unless the violations are extremely serious.

## B. Definitions

**Dismissal** - Removal from the employment of the District.
**Suspension** - Temporary removal from employment of the District for a specific period.
**Involuntary Demotion and Involuntary Reassignments** - Involuntary assignment to a lower classification or a different position for disciplinary reasons in non-layoff situations.
**Cause** - Those grounds for discipline, or offenses, enumerated in the law (Ed. Code Section 88001 (h)), District policies and procedures, and as follows:

1. Incompetency or inefficiency.
2. Neglect of duty. i.e., failure to perform duties required of an employee in the position.
3. Absence and/or repeated tardiness without authorization or sufficient excusable reasons.
4. Abuse or misuse of sick leave.
5. Consuming alcohol or any controlled substance (drug) while on duty or in such proximity to the start of duty hours as to impact the employee's ability to do the job and/or the safety of the employee or others while performing services for the District.
6. Possession, sale, or furnishing any controlled substance while on duty or on District grounds.
7. Insubordination or insolence or disrespect toward management or supervisors.
8. Dishonesty.
9. Conviction of a felony, any crime involving moral turpitude, or any crime bringing discredit upon the District.
10. Immoral conduct.
11. Evident unfitness for service.
12. Physical or mental incapacity to perform adequately on the job.
13. Violation of or refusal to comply with the laws of the State of California and/or the regulations as written in Title 5, board policies, and/or procedures of the District.
14. Discourteous treatment of the public, students or other employees while on duty or while on District grounds.
15. Conduct in violation of Section 1028 of the Government Code (advocating the overthrow of the Government of the United States or of any state by force or violence).
16. Any conduct inimical to the welfare of the District or the students.
17. Failure to perform adequately the duties of the position held and/or failure to maintain licenses or certificates required by law, District requirements, or job description.
18. Material and intentional misrepresentation or concealment of any fact in connection with obtaining employment.
19. Willful damage to public property or waste of public supplies or equipment.
20. Improper or unauthorized use of District property or equipment.

## C. Procedures

When the employee is entitled to *Skelly* due process rights, the procedures in this Article shall constitute the *Skelly* due process. When the employee is a Police Officer, the District will comply with applicable law such as relevant provisions of the Public Safety Officers Procedural Bill of Rights Act and any reporting requirements to Police Officer Standards and Training (P.O.S.T.).

1. **Commencement of Disciplinary Action – Permanent Employees Notice of Intent to Take Disciplinary Action ("Notice"):**
   When the District intends to demote (as set forth in this Article), suspend, or dismiss a permanent employee, the employee shall be served with a Notice of Intent to Take Disciplinary Action ("Notice"). The Notice shall include all of the information called for below.

   a. **Service of Notice.** The Notice shall be made in writing and served in person or by registered or certified mail to the employee at the last known address. Service shall be deemed complete upon personal service or, if served by mail, five District business days after deposit in the mail with postage prepaid.
   A copy of the Notice shall be mailed or emailed to the Union representative at the same time unless the employee requests otherwise.

   b. **Causes, acts/omissions, and rules/regulations.** The Notice shall set forth the causes and, in ordinary and concise language, the specific acts and/or omissions upon which the disciplinary action is based. If it is claimed that an employee has violated a rule or regulation, the rule or regulation shall be set forth in or attached to the Notice.

   No disciplinary action shall be taken against a permanent employee for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than twenty four (24) months preceding the date of the Notice, unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

   c. **Effective date.** The Notice shall contain the date the disciplinary action will be effective. In the case of a hearing on the charges under this Article, the District will postpone the effective date until a date on or after the date the Governing Board issues its Decision.

   d. **Informal Conference**. The Notice shall inform the employee of the right to request a pre-disciplinary Informal Conference. The Informal Conference shall take place no later than ten (10) calendar days after

service of the Notice, unless the employee and District mutually agree otherwise. The purpose of the Informal Conference is to provide the employee with a pre-hearing opportunity to respond orally and/or in writing to the charges. The Superintendent/President or designee shall consider the employee's response. The employee and District may discuss resolution of the charges set forth in the Notice. The employee may bring a representative of the employee's choice to the Informal Conference, provided the employee notifies the District of the representative's name and contact information at the time the employee requests an Informal Conference. Within ten (10) District business days after the Informal Conference, the District shall notify the employee of the decision to dismiss, to uphold, or to modify the causes or disciplinary action specified in the Notice.

e. **Right to a Hearing on the Charges.** If discipline is recommended after considering information presented at the Informal Conference, if any, or if no Informal Conference is held, the District shall provide notice advising the employee of the right to appeal the disciplinary action to a formal hearing. The notice following the Informal Conference, if any, shall include a Request for Hearing form, the signing and returning of which shall constitute a demand for hearing and a denial of all charges. The employee's failure to sign and return the Request for Hearing form to the Superintendent/President within ten (10) District business days of being served with the notice shall constitute a waiver of the right to a hearing on the charges and discipline. Service shall be deemed complete upon personal service or, if served by mail, five District business days after deposit in the mail with postage prepaid. A copy of the Notice shall be mailed or emailed to the Union representative at the same time unless the employee requests otherwise.

f. **Suspension without pay pending hearing pursuant to Education Code section 88013(f).**

   i. A permanent employee shall not be suspended without pay, suspended with a reduction in pay, demoted with a reduction in pay, or dismissed before a decision is rendered after the hearing unless the Governing Board or Hearing Officer finds that at the time discipline was imposed at the conclusion of the review process, the District demonstrated by a preponderance of the evidence that the employee engaged in criminal misconduct, misconduct that presents a risk of harm to students, staff, or property, or committed habitual violations of the District's policies or regulations.

   ii. Alternatively, if a hearing on the charges will be conducted by an impartial third-party hearing officer or the Board, the District may stop paying the employee (but continue the District

contribution to health benefits) before a decision is rendered after 30 calendar days from the date the hearing is requested.

2. **Conduct of the Hearing:**

a. Hearing Officer - The Governing Board shall determine whether any hearing will be conducted before the entire Governing Board or one or more named members of the Governing Board or a Hearing Officer. The Hearing Officer shall be selected by the Governing Board. The hearing shall be in executive session (closed) unless the employee requests in writing that the hearing be held in open (public) session to the extent allowed by law.

b. Notice of Hearing - The Superintendent/President or designee on behalf of the Governing Board or the Hearing Officer shall set the matter for hearing and shall give the employee at least twenty (20) District work days' notice in writing of the date and place of such hearing.

c. Release Time - If the hearing is held during the work hours of employee(s) or witness(es), such employee(s) shall be released without any loss of pay or benefits, for the time they appear at the hearing.

d. Employees Attendance at the Hearing – The employee shall attend any hearing, unless excused by the Governing Board or the Hearing Officer, such as if the Governing Board or Hearing Officer determines the employee is unable to be present due to serious legal or medical reasons. The employee's failure or refusal to attend the hearing when they have not been excused by the Governing Board or the Hearing Officer shall constitute a waiver of the right to a hearing on the charges and discipline.

e. Rights of Employee - The employee shall be entitled to:
    1) upon request, have copies of the materials upon which the charges are based;
    2) be represented at the employee's own cost by counsel or any other person at such hearing;
    3) testify under oath;
    4) compel the attendance of other employees of the District to testify as the Governing Board or Hearing Officer deems pertinent to the inquiry;
    5) cross-examine all witnesses appearing against them and all employees of the District whose actions are in question or who have investigated any of the matters involved in the hearing and whose reports are offered in evidence before the Governing Board or Hearing Officer;
    6) impeach any witness;

7) present such affidavits, exhibits and other evidence as the Governing Board or Hearing Officer deems pertinent to the inquiry; and
8) argue their case.

The party attempting to substantiate the charges against the employee shall be entitled to the same privileges.

f. Evidence - The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be admitted for any purpose but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.

g. Exclusion of Witnesses - The Governing Board or Hearing Officer may in his/her/their discretion exclude witnesses not under examination, except the employee and the party attempting to substantiate the charges against the employee, and their respective counsel or representative. When hearing scandalous or indecent conduct testimony, all persons not having a direct interest in the hearing may be excluded.

h. Burden of Proof - The burden of proof to sustain a disciplinary action shall remain with the District.

i. Record of Hearings - The hearing shall be recorded by the District. At least two (2) District work days prior to the hearing, the employee may inquire how the hearing will be recorded. It a court reporter is not to be used and the employee requests that such reporter be used, the cost shall be borne by the employee; however, if the District desires a copy of the transcript, the cost of the reporter and of the transcript shall be borne equally by the District and the employee.

j. Transcripts of Hearings - Transcripts of hearings shall be furnished to the employee on payment of the cost of preparing such transcripts. When transcripts are prepared by the employees of the District, the cost shall be determined by the Vice President of Finance and Operations. When transcripts are provided by an independent contractor, the cost will be established by the independent contractor.

k. Continuances - The Governing Board or Hearing Officer may grant a continuance of any hearing upon such terms and conditions as he/she/they may deem proper, including in his/her/their discretion the condition that the employee shall be deemed to have waived salary for the period of continuance.

3. **Decision – Findings and Conclusions:**

Upon completion of the hearing, the Governing Board shall issue a Decision which includes findings of fact and, if the decision is to demote, suspend, or dismiss the employee, the cause(s) that have been established by a preponderance of the evidence.

If the Governing Board uses the services of a Hearing Officer, the Hearing Officer shall submit written findings of fact and conclusions as to cause(s) to the Governing Board for its consideration. If the Governing Board accepts the Hearing Officer's findings and conclusions, it shall issue a Decision on that basis and need not read the record of the hearing. If the Governing Board declines to accept the Hearing Officer's findings and conclusions, the Governing Board must read the record or hold a new hearing, after which it may adopt the findings and conclusions made by the Hearing Officer, or make its own findings and conclusions and issue a Decision.

Unless the Decision provides otherwise, it shall be effective immediately. A notice of the Decision shall be mailed promptly to the employee and his/her/their counsel or representative, if any.

Except for the correction of clerical error, such Decision shall be the Governing Board's final decision.

## ARTICLE 27: COMPLETION OF AGREEMENT

This document comprises the entire Agreement between the District and the Union on the matters within the lawful scope of negotiations. The District shall have no further obligation to meet and negotiate, during the term of this Agreement, on any subject whether or not said subject is covered by this Agreement, even though such subject was not known nor considered at the time of the negotiations leading to the execution of this Agreement except where the Agreement so provides.

## ARTICLE 28: EFFECT ON AGREEMENT

The parties agree that this contract supersedes and replaces previous contracts entered into between the District and the Union. Existing past practices and policies,

within the scope of negotiations between the union and the District shall continue unless changed through mutual agreement of the parties.

The parties agree to continue the terms and conditions set forth in this agreement for the duration of the term specified in Article 34.

## ARTICLE 29: MUTUAL RIGHTS AND RESPONSIBILITIES

1. The District and the Union agree that consultation meetings during the term of the contract may contribute to an improved bargaining relationship. Such meetings may be requested by either party. The party requesting the meeting shall submit a proposed agenda. 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. It is intended that the subject matter shall not include discussion of current negotiations or bypass Article 27, Completion of Agreement.

2. DIGNITY AND RESPECT

   The Employer agrees that the Marin Community College District managers and supervisors should always treat their employees with courtesy, dignity and respect. No Union represented employee shall be reprimanded or disciplined in presence of co-workers, students or in public. The parties agree to treat each other with courtesy, dignity, and respect.

   Any allegations of harassment, intimidation, coercion, bullying or disrespect shall be dealt with through the complaint process as provided by District Policy, Title V California Regulations, California Education Code, California State Law and appropriate federal laws.

   It is intended that the subject matter enumerated herein shall not bypass Article 5, Article 16, Grievance Procedure in the SEIU collective bargaining agreement.

## ARTICLE 30: PERSONNEL FILES

1. Confidentiality of Personnel Files – There shall be only one official personnel file for an employee and that file shall be kept in the Human Resources Department. The employee shall have the right to inspect this file at any time that the employee is not required to render services to the District. The employee shall contact the Human Resources Department to make an appointment during normal business hours.

2. The employee shall have the right to have a copy of any document in his or her official personnel file.

3. Documents which the employee request to be placed in his/her file shall be so included subject to reasonable limitation of size, number and relevance.

4. Supervisors and managers having responsibility for the employee's performance, promotion or transfer consideration shall be allowed to review the official file; this includes the Human Resources Staff and District Counsel. In order to preserve confidentiality, other parties shall not be allowed to inspect or copy files or disclose information without written release by the employee a subpoena, or a court order.

5. Materials relating to disciplinary actions in the employee's personnel file which have been in the file twenty four (24) or more months may not be used. At the request of the employee, upon consent of the district materials relating to the disciplinary actions which are twenty four (24) or more months old may be removed, provided there has been no reoccurrence of the conduct on which the discipline was based.

## ARTICLE 31: SAVINGS CLAUSE

If any provision of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance or enforcement of any provision should be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

## ARTICLE 32: RE-OPENER

The parties have no reopeners for the three-year contract term. The parties will meet and confer as needed to address labor-management issues.

## ARTICLE 33: CONTRACTING OUT

1. Contracting Out- As needed, the District and Union shall convene a committee to review proposals for work to be done by outside contractors normally and customarily performed by members of the bargaining unit, if that work extends past one calendar month. The District may, without convening the committee, contract out all services for which must be performed under a Project Labor Agreement or Project Stabilization Agreement for a bond. The committee shall be composed of two (2) members appointed by the District and two (2) members

selected by the Union.

2. Contracting-Out Committee – The Committee shall meet periodically or at the request of one of the parties to review:
   a. A concern or interest on contracting out a project or service.
   b. Any issue relating to an unclear or disputed project.
   c. Procedures for review, discussion and clarification of guidelines for contracting projects.

3. Contracting-Out Committee Guidelines – The District will normally and customarily contract-out for services under the following conditions:
   a. Services highly specialized or technical in nature.
   b. Services requiring expert knowledge and experience.
   c. Services where considerations of legal requirements; or of liability indicate contracting-out should be used.
   d. Services in emergencies.
   e. Services the need for which is urgent, temporary, or occasional.

4. Contracting-Out Process – The District will typically assign to unit members work, which is recurring, and of a maintenance and operations character. Recurring maintenance and operations work is understood to include, though not necessarily be limited to, crafts, ground and custodial work, police work, and, to the extent the work is within the SEIU unit, computer work, network and telephone technician work, systems operator and developer work, and programming work. Prior to contracting out work, except in emergency circumstances, the District will:
   a. Assess the need of contracting-out to see that it falls within the above guidelines.
   b. Assess whether it is possible, practical and cost-effective to do the work with unit members.
   c. Assess the economic characteristics of contracting of the service. The District will assess whether by current standards and market conditions the service(s) can be purchased at a price that is fiscally responsible.
   d. Consult with District employees who are members of the relevant classification groups about maintainability, general approach, and other relevant matters. The Consultation will happen in the design phase.
   e. Ongoing work of the District is to be performed by bargaining unit employees. If bargaining unit positions become vacant through natural attrition, the District will make every effort to fill vacated positions within six (6) months.

## ARTICLE 34: TERM

This Agreement shall be in effect from April 21, 2026 through December 31, 2028.

In witness whereof, the parties hereto have caused their duly authorized representatives to execute the agreement.

FOR:
**Service Employees International Union (SEIU) Local 1021**

Monica Applegate Date
SEIU Collective Bargaining Team

Jana Blunt Date
SEIU 1021 Field Representative

Jeff Marcum Date
SEIU Collective Bargaining Team

Ramiro Perez Date
SEIU Collective Bargaining Team

Fredy Rivera Date
SEIU 1021 Field Representative

Joseph Scarcella Date
SEIU Collective Bargaining Team

Paul Stewart Date
SEIU Collective Bargaining Team

Efrain Zamora Date
SEIU Collective Bargaining Team

FOR:
**Marin Community College District**

Klaus Christiansen Date
Director of Facilities Planning, Maintenance, and Operations

Shawna Callahan Date
Human Resources Manager, Classified Personnel

Eresa Puch Date
Vice President, Finance and Operations

Mia Robertshaw Date
General Counsel