

# **SEIU 1021**

## **COLLECTIVE BARGAINING AGREEMENT**

*JULY 1, 2010 – JUNE 30, 2013*

# **MARIN COMMUNITY COLLEGE DISTRICT**

*2008-2009 and 2009-2010 are settled and shall,  
except as otherwise provided herein, remain unchanged.*

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## **AGREEMENT**

This Agreement entered into this 23rd day of August, 2011 by and between the MARIN COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District", and SEIU 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 AND REPRESENTATION/ SERVICE FEE**

#### **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, either: to become a member of the Union; or, to pay to the Union a fee for representation services, or to refrain from either of the above courses of action upon the grounds set forth in Section C. 5. below.

#### **B. Unit Members' Obligation to Exclusive Representation**

A bargaining unit member who does not fall within one of the exempted categories as set forth in Section C. 5. below, and who has not voluntarily made application for membership in the Union within thirty (30) days of either the date upon which this Agreement is executed, or the date upon which said unit member has been employed by the District, whichever is later, must, as a condition of employment in the District, pay annually or monthly to the Union a representation/service fee in exchange for representation services necessarily performed by the Union in conformance with its legally imposed duty of fair representation on behalf of said unit member.

#### **C. Definition of Representation Fee**

1. The representation/service fee to be collected from non-Union unit members shall be the amount authorized by Section 3540.1(I)(2) of the

California Government Code. The District and the Association hereby agree that this shall be amended annually to reflect any change in the amount of the fair share fee. Said amount will be determined by an annual audit of the Association's finances.

2. Any dispute as to the amount of the representation fee shall be resolved pursuant to the provisions of Section C. 6. herein.
3. Unit members on voluntary leave without pay, and unit members who are on laid-off status shall be exempt from these provisions herein; except that the election as to membership or payment of a fee as set forth in Section B herein must be exercised within the first ten (10) work days upon return to paid status.
4. Annual Verification of Representation Fee by Union:  
The Union shall submit a copy of the detailed financial report to the District which the Union must make available to the Public Employment Relations Board pursuant to Government Code Section 3546.5. The parties agree that the Union must supply a copy of said financial report to the District as a condition precedent to the District's automatic deduction of the representation/service fee from a unit member's payroll.
5. Unit Members Exempted from Obligation to Pay:  
Any unit member may be exempted from payment of any representation/service fees to the Union if that person is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting an employee organization as defined in Section 3540.1(d) of the Government Code. Such exempt unit member shall, as an alternative to payment of a representation/service fee to the Union, pay an amount equivalent to such representation/service fee to the March of Dimes".

The District, upon written request from the Union, shall require such exempt unit member to submit a written affidavit to the Union verifying the existence and nature of the allowable objection to payment of a representation/service fee and in addition, shall require such exempt unit member to submit proof of payment of an amount equivalent to such representation/service fee to the alternative organization listed above.

6. Procedure for Unit Members Who Contest the Amount of the Representation/Service Fee:  
The parties agree that, in order to provide a uniform definition of the amount of the representation/service fee, any such disputes involving the amount of such fee must first be deferred to the Public Employment Relations Board for determination, provided that the parties have first complied with the other provisions of this Section.

If, at any time, the Public Employment Relations Board determines that some or all of the representation/service fees deducted shall be held in escrow pending a determination of the correct amount of the fee, the District will deposit the amount in an escrow account. The monies held in escrow shall be released to the appropriate party upon the rendering of a final decision by the PERB.

#### **D. Payment Method**

1. Any unit members who are not exempted from payment under Section C. 5. above may pay annually the properly determined representation/service fee directly to the Union; or
2. As an alternative to the annual payment method, in accordance with Article 4 of this Agreement, a unit member may voluntarily sign and deliver to the District a written authorization to deduct the properly established representation/service fee as defined in Section C above. Upon receipt of a voluntary authorization duly completed and executed, the District will deduct from the pay of unit members and pay to the Union the normal and regular monthly representation/service fee.
3. In the event that a unit member who is not exempted from payment under Section C. 5. does not pay annually the representation/service fee directly to the Union pursuant to Section D. 1. or does not voluntarily sign and deliver to the District an authorization pursuant to Article 4, the Union shall request in writing that the District deduct from the pay of the unit member and pay to the Union the normal and regular monthly representation fee without the approval of the unit member. In such case, the District shall begin automatic payroll deduction as provided in Education Code Section 88167 for representation/service fee due from the date of ratification of this Agreement or first date of the unit member's employment, whichever is later. There shall be no charge to the Union for such mandatory representation/service fee deductions.
4. Prior to beginning such payroll deduction pursuant to Section D. 3., the Union will certify to the District in writing that the unit member whose pay is to be affected by the deduction has (1) not joined the Union; (2) not voluntarily tendered the amount of the representation/service fee as defined herein; and (3) has not qualified for an exemption under Section C. 5. herein. The Union shall also notify the unit member in writing that due to the unit member's failure to fulfill any of the above (3) requirements, the Union has requested the District to begin automatic payroll deduction of the representation/service fee. The Union shall provide the District with a copy of said written notice to the unit member. Thereafter, the District will begin the automatic deductions.

5. 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.
6. 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.

#### **E. District's Obligation**

The District's sole and exclusive obligations under this Article are to notify any unit member who has failed to comply with the provisions of this Article that, as a condition of employment in the District, such unit member must either become a Union member, pay a representation/service fee, either through voluntary or involuntary deductions, or establish an exempt status and make payment pursuant to Section C. 5. of this Article, and to make payroll deductions pursuant to Section D. 2. or 3. of this Article. Under no circumstances shall the District be required to dismiss any unit member for failure to fulfill his/her obligations to pay the fees established herein.

#### **F. 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 representation/service fee. 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 listed in Section F. 1. above 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 NEW EMPLOYEES**

At the time a new employee is hired who will be subject to this Agreement, the District shall deliver to the employee a copy of this Agreement in recognition of the Union as the exclusive bargaining agent and for the employee's information. The District shall supply the Union with the names, addresses and classifications of work of new bargaining unit employees and the names of bargaining unit employees terminated on a monthly basis. This information shall be supplied to the Union by the District unless an employee requests in writing that such information be withheld. The Union shall provide the District Human Resources Department with a sufficient number of copies (to be determined by the District Human Resources Department of this Agreement for new employees.

### **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 District with a written assignment authorizing such deductions. The written assignment shall be on a Payroll Deduction Authorization form provided by the Union. 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.
- B. The Payroll Department, upon request from the affected employee or the business representative or the shop steward with written authorization from the employee, will answer questions on monies deducted through deductions.
- C. 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.

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

- C. Permanent employees shall be evaluated formally at least once per year. The evaluation shall reflect overall performance throughout the entire year, as applicable.
- D. The evaluation form shall provide for the following:
  - 1. Notification of lack of performance and an explanation of what is expected.
  - 2. Such notice shall contain specification of 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 acknowledgment of receipt of the evaluation.
  - 4. The affected employee shall have the right to submit a written objection to the evaluation.
- E. 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.
- F. The employee shall have the right to Union representation at any proceedings involving negative performance evaluation at the time scheduled by the 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. Seven and one-half (7 ½) hours within not more than eight (8) hours or seven and one-half (7 ½) hours within not more than eight and one-half (8 ½) consecutive hours shall constitute a day's work, depending on whether the employee is assigned a one-half (½) hour or one (1) hour lunch.

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.

A workweek shall consist of thirty-seven and one-half (37 ½) hours divided into five 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.

A standard workday shift is between 6:30am and 4:00pm. Work schedules adjusted by mutual agreement as provided in Article 7(A)(3) remain in effect unless mutually changed. The purpose of this standard work shift is applicable to Article 8(A) 3, Salary Shift Differential.

Shifts shall remain as currently practiced except as follows:

1. 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).
2. 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.
3. 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.

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

- B. 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 seven and one-half (7 ½) hours in any one (1) day or in any one (1) shift or in excess of thirty-seven and one-half (37 ½) hours in any workweek. All hours worked on the sixth (6th) and 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.

Overtime offered to the employees shall be compensated by cash or accrued as compensatory time off, as selected by the employee, as long as cash is available for overtime as determined by the District. Overtime funded by external rental/usage fees shall be compensated in cash. Compensatory time shall be taken at a time mutually acceptable to the employee and the District within twelve (12) months of the date on which it was earned. Employees, other than sworn police personnel, may accrue up to 60 hours per fiscal year as compensatory time. Sworn police personnel may accrue up to 120 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 within the twelve (12) month period, then the employee shall be paid for it.

The District shall establish a seniority list by classification. Whenever possible, supervisors shall assign overtime by rotating the list, giving preference to employees regularly assigned to the site where the overtime work is available. The District will make reasonable efforts to equitably distribute overtime.

For football games, management will assign a minimum overtime of three (3) hours for a Gardener and three (3) hours for a Custodian, notwithstanding the call back provisions of this Agreement.

For special events such as basketball tournaments, 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 three (3) hours for a custodian and/or three (3) hours for a gardener. 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.

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

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

- C. 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.
- D. 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.
- E. A full-time employee called back to work after completion of his/or her seven and one-half (7 ½) hour daily assignment, shall be compensated for at least four (4) hours of work at time and one-half.
- F. Sworn Police Personnel 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 minute breaks per eight (8) hour day, but shall be considered to be on duty at

those times. All other sections of Article 7 shall apply to Sworn Police Personnel.

Police Officers may propose a flexible work-hour, workday plan to the Chief of Police. The Chief may implement a plan on a trial period after which he will decide whether the plan is to be continued. If a 4-day, 10-hour shift is implemented, overtime will be paid for work in excess of 10 hours per day and on the 5th, 6th, and 7th day. Management reserves the right to return to an 8 hour shift based upon operational necessity.

- G. 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 must be made in a period shorter than one (1) week.
- H. Employees who are placed on standby duty by the District beyond their regularly scheduled work day or work week shall be compensated for such time at one-half (½) time their straight time hourly rate. Employees so assigned who are unavailable when contacted by the District shall be considered absent without authorization.
- I. 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 8: SALARY**

### **A. Salary Schedule**

- 1. The salary schedule provides 5% between steps. The salary schedule is set forth below.  
The salary schedule shall have longevity steps equal to W=4.5%; X=7.5%; Y=12.5%; Z=17.5% over step E; Z+=2% over Z.
- 2. Step increases and longevity, where appropriate, shall be granted effective on the first of the month following his/her anniversary date.
- 3. Police Officers, Electricians and the Custodians, whose regular hours of work are other than the standard day shift, shall receive a shift differential of Seventy Dollars (\$70) per month on their regular paycheck.
- 4. 2010 – 2011: Effective April 1, 2011 the salary schedule shall be increased by 1.0%.

5. 2011 – 2012: Effective July 1, 2011 the salary schedule shall be increased by 0.5%. The Police Sergeant position shall be increased by 10% on the salary schedule effective July 1, 2011.

## **B. Skilled Trades and Operations Unit Salary Schedule**

Effective August 23, 2011, all employees shall receive a 0.5% one-time “off-schedule” payment based on their one-year base salary for the year ending June 30, 2011.

The Skilled Trades and Operations Unit Salary Schedule is attached to this Collective Bargaining Agreement as Addendum A.

## **C. 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 Executive Dean, 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. 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 three (3). With the Superintendent/President’s (or designee’s) approval, appointment may be made up to step 5. 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 point which is at least one (1) increment above that received in the former position. An employee, whose position is reclassified to a higher range on the salary schedule, shall receive the salary on the higher range, retaining the same step placement. 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 his/her salary range in Steps B through E effective on the first of the month after his/her anniversary. Effective July 1, 2001, longevity Step W shall be granted upon completion of the eighth year of creditable service. Other longevity steps (Steps X, Y, Z and Z+) shall be granted upon the completion of the tenth (10th), thirteenth (13th), and sixteenth (16th) year of creditable service respectively from the date of hire. Effective July 1, 2003 longevity step Z+ shall be granted upon the nineteenth (19<sup>th</sup>) year of service. Creditable service 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.

**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 his/her 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**

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.

**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 an article of clothing or an identification indicating that they are an employee of the District.
- B. The District agrees to provide the cost of any medical examination required by the District except for initial employment medical examinations.
- C. The District shall reimburse police officers for the cost of optional safety vests, not to exceed \$450.00 every five (5) years unless the vest is damaged in the line of duty.
- D. The District will furnish clothing for the Maintenance Mechanic and the Maintenance Painters. Four sets each will be issued and will be replaced at the District's discretion. A set shall include shirt, pants and hat. The District will furnish two pairs of overalls for the Locksmith and Carpenter per year. Employee will be required to wear District-provided clothing while working. Upon termination from District employment, the employees will return the clothing to the District.
- E. 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, 2011 the Police Officer, Police Sergeant and College Police Services Assistant (Non-Sworn) classifications shall be given a uniform allowance of \$900.00



per year, to be paid in two (2) equal installments of \$450.00 in January and July of each year.

- F. Employees required to wear ASTM standard F2413-11 safety shoes or boots (steel-toe or composite) shall receive up to \$150.00 per year in reimbursement for such purchase. Reimbursement shall be made within 30 working days of submitting a receipt verifying the purchase. The District shall continue its current practice regarding the wearing of steel-toed boots.

## **ARTICLE 10: FRINGE BENEFITS**

### **A. District Contributions**

1. The District shall pay the full cost of medical insurance programs at the dollar amount set for 2011/2012. The District's maximum contribution for medical insurance coverage shall be the Kaiser Family Rate at the dollar amount set by the carrier for that year. The co-pay for all Kaiser and Health Net plans shall be \$20 and shall be implemented within 60 calendar days following ratification of the Tentative Agreement.

**Vision:** (Plan B/\$15 deductible): The District will pay the premium for employee plus eligible dependents.

**Dental:** The District will pay the premium for full family coverage.

2. The District will continue to offer FlexNet, within the HealthNet Program. The program is identified as Model Identification JJ.
3. **Durable Medical Coverage**  
The District will provide the Kaiser Plan Durable Medical Equipment Coverage for Union Kaiser Plan enrollees contingent upon the acceptance of the coverage by all district represented and non-represented units in future negotiations.
4. **Domestic Partners:** The District agrees to provide Domestic Partners coverage at no cost to the unit.
5. 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.
6. 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.

7. Any unit member covered by this Agreement may make written application to the Executive Dean, Human Resources for waiver of required participation in the medical insurance programs if said employee provides acceptable proof of coverage through other sources. Upon the granting of said waiver the District will pay the affected employee one hundred dollars (\$100) per month.
8. Retirement: Pursuant to Government Code Section 20615 (Misc.) and Section 21362 and Section 20444 (PD), the District shall pay the normal employee contribution for full-time unit members to the Public Employees Retirement System. The College agrees to provide the single highest year retirement calculation for full-time employees covered under this Memorandum of Understanding. Within 90 days of the ratification of the MOU, the District and SEIU will research the cost and implementation process for the Employer Paid Member Contribution (EPMC); if implemented, all costs will be borne by the employee.

The District shall pay the 1959 Survivor Benefit for Safety Employees at the Level IV.

#### **B. Continuation of Benefits**

The District shall continue to provide the established monthly contributions for six months during the absence of any employee in the bargaining unit who is on an approved uncompensated leave for medical reasons. The District may at its option and at its expense, seek medical opinions beyond those which the employee is required to provide under other provisions of this Agreement, in order to determine applicability of this provision. Failure of the employee to continue to contribute his/her normal monthly contribution under this Article will result in termination of the District's contributions and removal of the employee from participation in such District-sponsored fringe benefit programs. This termination shall follow written notification of the employee's failure to pay. The notification shall be sent at least five (5) days prior to the date the employer remits the list of covered employees to the carrier.

#### **C. Retirement Contribution**

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 HealthNet #57140 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.

#### **D. Life Insurance**

The District shall provide the maximum coverage of \$50,000 for all eligible unit members.

### **ARTICLE 11: EDUCATION EXPENSE**

- A. 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. 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. 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. Police Officers may be released every other year from normal duties for a maximum of twenty (20) hours to attend required course work for the renewal of their Emergency Medical Treatment certificates.

**E. 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 \$12 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 granted 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).
- F. If the District directs, or approves, a unit member to receive training which is intended to assist the member in the performance of his/her duties, the District shall pay for the cost of such training. If the employee receives a certification under a law, rule, or regulation requiring such certification for the performance of his/her duties, the District shall pay a one time stipend in the amount of \$100 to such employee.

### **ARTICLE 12: HOLIDAYS**

- A. Employees shall be allowed sixteen (16) 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.

Holiday Schedule:

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

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

- B. Winter Holiday Week replaces the following days: Day before Christmas; Christmas Day; Day before New Years; New Years 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.
- 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:

Twelve-Month Employees:

One (1) through three (3) years of service.	Twelve (12) days of vacation per year.
Fourth (4th) through tenth (10th) year of service.	Fifteen (15) days of vacation per year.
Eleventh (11th) through fourteenth (14 <sup>th</sup> ) year of service.	Twenty (20) days of vacation per year.
Commencing with the fifteenth (15 <sup>th</sup> ) year of service and thereafter.	Twenty-two (22) days of vacation per year.

- 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 may have accumulated as of his/her last day of work. Payments due deceased employees shall be made to his/her estate or as otherwise provided by probate law.
- F. An employee who has been employed with the District for more than one (1) year may elect to carry over a maximum of fifteen (15) days vacation to the next fiscal year.
- 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 supplies a physician's statement or other certification authorized by the Education Code, documenting the dates of illness, 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, for a valid reason, the District does not permit an employee to take all or any part of his/her annual vacation, the amount not taken shall be carried over into the next year up to a limit of ten (10) days in addition to the maximum of fifteen (15) days provided above, with the balance, if any, paid for in cash. Cash 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 equal to at least one (1) work day, except partial work day vacations shall be allowed in order to use a partial posted balance.

#### **ARTICLE 14: SICK LEAVE**

- A. Every classified employee employed five (5) days a week by the District shall be entitled to one (1) day per duty month leave of absence due to illness or injury with full pay.
- B. Classified employees employed five (5) days a week for less than a full fiscal year are entitled to that proportion of twelve (12) days leave of absence for illness or injury with pay as the number of months employed bears to twelve (12).
- C. Classified employees employed less than five (5) days a week and for less than a full fiscal year are entitled to that proportion of twelve (12) days leave of absence for illness or injury with pay as the number of days employed per week bears to five (5).
- 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 following the exhaustion of all regular sick leave, accumulated compensatory time, vacation or other available paid leave.
- 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 six (6) days 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. 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 his/her 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.

- I. 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 work day. Evening employees shall notify their supervisors or designees by 12:00 noon of the day of their return to work.
- J. 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.
- K. 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.
- L. 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.
- M. 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.
- N. Employees whose employment is terminated may request, in writing to the Board, payment in cash for all or any portion of their unused sick leave. Such amount, if granted, shall be payable by separate check, to be processed with the employee's final pay warrant.

- O. Sick Leave Incentive: Beginning July 1, 1987, employees shall have one (1) additional vacation day granted if they have used three (3) days or less sick leave during the immediate past year.
- P. Use of Sick Leave for Illness of Child, Parent or Spouse. Effective January 1, 2000, 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 a child, parent or spouse of the employee. All conditions and restrictions on use of sick leave as outlined in this article apply. This allocation is distinct from the sick leave day allowance for Personal Necessity as outlined in Article 15: Other Leaves, Section F. of the Agreement.

### **ARTICLE 15: OTHER LEAVES**

**A. Bereavement Leave:**

A regular employee shall be granted bereavement leave at full pay for three (3) days within California and five (5) days out of state in the event of death of any member of his/her immediate family. Members of the immediate family means the mother, father, grandmother, grandfather or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any person living in the immediate household of the employee.

**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 a copy of the summons. At the conclusion of jury duty, the employee shall submit a statement from the Jury Commissioner's Office specifying the dates and times served by the employee. This shall be attached to the Leave and Absence Report. 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.

**C. Military Leave:**

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

**D. Pregnancy Disability:**

- 1. In cases of expected pregnancy disability, employees shall be granted a leave of absence upon written application to the Superintendent/President or designee through the immediate supervisor with Board approval. The beginning and ending dates of the leave shall be

determined by the Superintendent/President or his/her designee on the basis of the employee's physical conditions as certified by her physician, 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 physician, provided, however, that the District may, at its option, obtain other medical opinion.
3. Complications arising from pregnancy 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. 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 Executive Dean of Human Resources.
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.

**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.

**F. Personal Necessity Leave:**

1. Days accumulated for sick leave may be used by an employee, at his/her election, in cases of personal necessity. No such accumulated leave in excess of six (6) days shall be used in any one fiscal year for personal necessity purposes. Personal necessity is defined as any of the following:
  - a) Death or serious illness of a member of his/her immediate family when additional leave is required beyond that provided under Bereavement Leave.
  - b) Accident involving his/her person or property, or the person or property of a member of his/her 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 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.

**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 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.

1. Eligibility: A unit member who has worked in the District for 12 continuous months and a minimum of 1,250 hours during the previous 12 months 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 (husband or wife), 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 (b) (2)).

3. Duration of Leave:

- a) All leave is unpaid.
- b) Leave may be taken for a total of 12 work weeks in a 12-month period.
- c) Leave is pro-rated for part-time employees.
- d) 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.
- e) Intermittent leaves as defined in 3(d) 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. Time for Commencement of Leave

- 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.
- c) If the situation is the unit member's own serious health condition, he/she shall be required to first use sick leave, accrued vacation, compensatory time, and five month "differential" leave.
- d) Pregnancy disability leave is treated separately under CFRA (See Government Code Section 12945 (b) (2)).

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.
  - 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 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 STD/LTD 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. Husband and Wife Employees: If both spouses are employed by the District, the leave for both employees is limited to 12 weeks for the care of a newly arrived child (birth, adoption or foster care placement) or a sick parent. For other purposes, such employee is entitled to 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 own serious health condition and the inability to perform the functions of his/her 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 fitness for return to duty certification 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 submit the agreed upon form, *Request for Employee/Family Care Leave and Medical Certification* form to cover Care for Child after Birth, Adoption or Foster Care Placement, Certification of Physician or Practitioner, and Self Care - Serious Health Condition.

**I. Sick Leave Donation for Catastrophic Illness:**

A unit member who has a minimum sick leave balance of 100 hours may voluntarily donate to other unit members up to five (5) days of their accumulated sick leave days per year. In no instance shall the unit member sell and/or exchange sick leave for monetary or other considerations. If a unit member 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 days will be deducted from a unit member's sick leave accrual and will not be applied for service credit for retirement purposes.

**J. Miscellaneous**

All employees on paid absence, shall receive 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 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.

**ARTICLE 16: GRIEVANCE PROCEDURE**

**A. Definitions**

**1. "Grievance"**

- A. A “grievance” is an allegation that the District has violated or has misapplied a specific provision(s) 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.
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 Dean 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 Dean 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 witnesses including, but not limited to, supervisory/management team personnel. 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 Dean 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 Administrative Dean or designee. At such meeting, either party may request the presence of relevant witnesses including, but not limited to, 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.

#### **Option 1.**

- a) Within twenty (20) 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 a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- 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 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 a 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 an arbitrator and shall submit a written decision which is final and binding on the parties.

**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 day's notice.
5. The grieving party(ies), one (1) Union Steward, and any necessary witnesses shall be granted release time to attend any hearings or meetings between the grieving party(ies) and the District required by this grievance procedure.
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 Dean 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, on the employee bulletin boards outside the Human Resources Department and in the corporation yard office of the College of Marin for a period of ten (10) working days. 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: SAFETY**

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), the employee shall not be required to remain at the site but shall immediately report the unsafe, hazardous or unsanitary condition to his/her supervisor or, if unavailable, the next available supervisor in the chain of command. 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 Maintenance and Operations to inspect the site. The employee shall abide by the decision of the Director of Maintenance and Operations regarding the safety or sanitation of the site; however, nothing in this Article shall preclude an employee from exercising his/her rights under the law. Employee should make every effort to promptly report any unsafe or hazardous conditions and industrial illnesses and accidents to the immediate supervisor. 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.

#### **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: NOTICES**

- A. Notices by the Union to the District shall be mailed or delivered to the following address:
  - Executive Dean, Human Resources
  - District Human Resources Department
  - Marin Community College District
  - 835 College Avenue
  - Kentfield, CA 94904
  
- B. Notices by the District to the Union shall be mailed or delivered to the following address:
  - Service Employees International Union Local 1021
  - 350 Rhode Island Street, Suite 100 South
  - San Francisco, CA 94103
  
- C. Either party may notify the other of a change in address. The change will be effective when received in writing by the other party.

#### **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. A joint committee shall be established consisting of two (2) members of the bargaining unit and two (2) management or supervisory team members. The joint committee shall meet and confer and may make recommendations to the District with regard to any proposed changes in safety conditions, work rules (excluding production standards), and any other items or bylaws and procedures on which the parties may agree to confer. The bylaws and procedures of the District shall be available in both campus libraries.
- D. Contracting Out - The District and Union shall form a committee to review proposals for work to be done by outside contractors normally and customarily performed by members of the bargaining unit. The committee shall be composed of two (2) members appointed by the District and two (2) members selected by the Union.

Contracting-Out Committee - The Committee shall meet periodically or at the request of one of the parties to review:

1. A concern or interest on the contracting out of a project or service.
2. Any issue relating to an unclear or disputed project.
3. Procedures for review, discussion and clarification of guidelines for contracting projects.

Contracting-Out Committee Guidelines – The District will normally and customarily contract-out for services under the following conditions:

1. Services highly specialized or technical in nature.
2. Services requiring expert knowledge and experience.

3. Services where considerations of legal requirements; or of liability indicate contracting-out should be used.
4. Services in emergencies.
5. Services the need for which is urgent, temporary, or occasional.

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, grounds and custodial work, personnel computer work, network and telephone technician work, systems operator and developer work, programming work and police work. Prior to contracting out work, except in emergency circumstances, the District will:

1. Assess the need of contracting-out to see that it falls within the above guidelines and whether it is possible, practical and cost effective to do the work with unit members.
  2. 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.
  3. Consult with District employees who are members of the relevant skill groups mentioned above (e.g. if the project involved carpentry, District Carpenter(s) will be consulted, if electrical work, District Electrician(s), if police work, District Police, and if information technology, IT personnel) about practicality, construct ability, maintainability, general approach, and other relevant matters. The consultation will happen first at the time of initial project definition and conceptual exploration where the go/no-go decision is made. This process will be repeated again in the design phase.
- E. Retirees - A District retiree may apply for and will be given employment within the District up to a maximum of ninety (90) days per year, for a maximum period of five (5) years, if work is available and if the retiree can provide evidence of medical fitness to perform the work. The hourly rate of pay will be that which the retiree would have received during the respective year re-employed.
- F. Light Duty Assignments - Employee request for light duty assignments shall be reviewed on their merit by the Executive Dean for Human Resources and Labor Relations, and a determination shall be made as to whether light duty is appropriate.

#### **ARTICLE 24: REDUCTION IN SERVICES**

- A. Any unit member subject to layoff 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. The District will assist any unit members receiving layoff notices with counseling toward finding new employment.
- C. When a unit member, who has received a layoff notice, has a new job interview scheduled during his/her working day, the employee may use his/her personal necessity leave as provided in the Agreement for the interview, after exhaustion of accrued vacation entitlement.
- D. To assist the unit member who has received a layoff notice, and who has not obtained new employment by the effective layoff date, the District shall continue the existing health benefits for an additional two (2) month period beyond the layoff effective date or until the employee obtains new employment, whichever occurs first.
- E. Employees of the unit who are laid off shall receive full re-employment rights for thirty-nine (39) months, as provided by statute.
- F. 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.

#### **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 and conduct of Union business shall not exceed sixteen (16) total hours per week. Union Stewards 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.

## **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 of paid service except that Police Officers will serve a twelve (12) month probationary period.

At the discretion of the Superintendent/President, a probationary period may be extended up to a year from the date of employment, if circumstances warrant, by giving notice to the employee fifteen (15) calendar days prior to the scheduled completion date of the probationary period.

During the probationary period, any employee in the classified service shall be subject to dismissal 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 - Means those grounds for discipline, or offenses, enumerated in the law (Ed. Code Section 88001 (h)) which may include:

1. Incompetency or inefficiency.
2. Absence and/or repeated tardiness without authority or sufficient reasons.
3. Insobriety or unauthorized use of narcotics or habit-forming drugs during duty hours.
4. Insubordination or insolence or disrespect toward superiors.
5. Dishonesty.
6. Conviction of a felony, any crime involving moral turpitude, or any crime bringing discredit upon the District.
7. Immoral conduct.
8. Evident unfitness for service.
9. Physical or mental condition unfitting him/her for service.
10. Violation of or refusal to obey the education laws of the State or the regulations of the District.
11. Discourteous treatment of the public, pupils or other employees while on duty.
12. 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).
13. Any conduct inimical to the welfare of the District or the students.
14. For employees who drive a vehicle in the regular course of their employment:
  - a) Failure to maintain a good personal or business driving record;
  - b) Failure to satisfy the insurability requirements of the District's insurance carrier under the District's regular insurance policies. The District's ability to obtain insurance for the employee under a high risk or any policy other than the regular insurance policies does not mitigate this failure.
15. Neglect of duty.
16. Material and intentional misrepresentation or concealment of any fact in connection with obtaining employment.
17. Willful damage to public property or waste of public supplies or equipment.
18. Failure to possess or keep in effect any license, certificate or other similar requirement specified in the law or the employee's position description or otherwise necessary for the employee to perform the duties of the position.

Violation of a collective bargaining agreement

### **C. Procedures:**

1. **Preliminary Notice of Intention:**

A permanent classified employee shall receive a preliminary written notice of any proposed disciplinary action. The written notice must contain a specific statement of charges or grounds upon which the proposed disciplinary action is based and the date the disciplinary action will be effective.

Any known written materials, reports or documentation upon which the disciplinary action is based must be attached to the preliminary written notice.

The classified employee shall have the right to respond either orally or in writing within five (5) days to the Superintendent/President or his/her designee. The Superintendent/President or designee shall consider the employee's response and recommend within five (5) working days that the proposed disciplinary action either be taken or not taken.

2. **Administrative Disciplinary Notice:**

Any permanent classified employee against whom a disciplinary action is initiated by the District shall be given written notice of the specific charges. The notice shall contain a statement of the rights to a hearing on such charges. Such hearing may only be requested within ten (10) working days after the mailing of the Administrative Notice to the employee. The request for hearing shall be written and filed with the Superintendent/President and shall constitute a demand for a hearing and a denial of all charges. Failure of the employee to file a request for hearing within the time specified shall constitute a waiver of the employee's right to a hearing.

**Conduct of the Hearing:**

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 mutual agreement or if the parties cannot agree, the Hearing Officer will be selected by each party alternately striking one name from a list of ten (10) names provided by the California State Conciliatory Service until one name remains. The hearing shall be in executive session (closed) unless the employee requests in writing that the hearing be held in open (public) session.

b) Notice of Hearing - The Governing Board or the Hearing Officer shall set the matter for hearing and shall give the employee at least five (5) working 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, to appear at the hearing.

- d) Rights of Employee - The employee shall attend any hearing, unless excused by the Governing Board or the Hearing Officer and shall be entitled to:
- 1) The employee may, upon request, have copies of the materials upon which the charges are based;
  - 2) be represented 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 in his/her behalf;
  - 5) cross-examine all witnesses appearing against him/her 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 Hearing Officer;
  - 6) impeach any witness;
  - 7) present such affidavits, exhibits and other evidence as the Hearing Officer deems pertinent to the inquiry;
  - 8) argue his/her case.

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

- e) 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.
- f) Exclusion of Witnesses - The Hearing Officer may in his/her discretion exclude witnesses not under examination, except the employee and the party attempting to substantiate the charges against the employee, and their respective counsel. When hearing testimony on scandalous or indecent conduct, all persons not having a direct interest in the hearing may be excluded.
- g) Burden of Proof - The burden of proof to sustain a disciplinary action shall remain with the Governing Board.
- h) Findings and Decision - Upon completion of the hearing, Findings of Fact and Conclusions of Law and Recommendations shall be signed and filed by the Governing Board, which shall constitute its decision. If the hearing is not before a quorum of the Governing Board, written findings and conclusions shall be submitted by the Hearing Officer to the

Governing Board for its approval. If the Governing Board accepts such findings and conclusions, it need not read the record of the hearing; if it declines to accept such findings and conclusions, it 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.

Unless the decision provides otherwise, it shall be effective immediately. Notice of the decision shall be mailed promptly to the employee and his/her counsel or representative. Except for the correction of clerical error, such decision shall be final and conclusive, subject only to judicial review.

- i) Report of Hearings - The hearing shall be recorded by the District. At least two (2) work days prior to the hearing, the employee may inquire how the hearing will be recorded. If 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 unless the District desires a copy of the transcript and then the cost of the reporter and of the transcript shall be borne equally between the District and the employee.
- j) Transcripts of Hearings - Transcripts of hearings shall be furnished to any person on payment of the cost of preparing such transcripts. When transcripts are provided by the employees of the District, the cost shall be determined by the Vice President, Administrative Services. When transcripts are provided by an independent contractor, the cost will be established by the independent contractor.
- k) Continuances - The Hearing Board may grant a continuance of any hearing upon such terms and conditions as it may deem proper, including in its discretion the condition that the employee shall be deemed to have waived salary for the period of continuance. Any request for continuance made less than 48 hours prior to the time set for the hearing will be denied unless good cause is shown for the continuance.

#### **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.

### **ARTICLE 29: MUTUAL RIGHTS AND RESPONSIBILITIES**

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.

### **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.

### **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**

For Contract Year 2012-2013 the parties may, upon the request of either party, reopen the contract negotiations on Article 8 – Salary, Article 10 – Fringe Benefits, and one additional article. Initial proposals to be sunshined no later than 90 days prior to June 30, 2012.

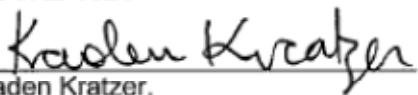
**ARTICLE 33: TERM**

Effective on the date of execution of the Agreement the contract for years 2008-2009 and 2009-2010 are settled and shall, except as otherwise provided herein, remain unchanged.

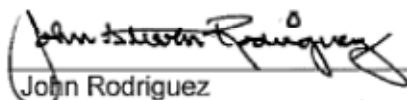
This Agreement shall be in effect from July 1, 2010 through June 30, 2013.

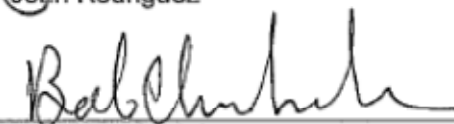
In Witness Whereof, the parties hereto have caused their duly authorized representatives to execute the within agreement this 23<sup>rd</sup> Day of August, 2011 .

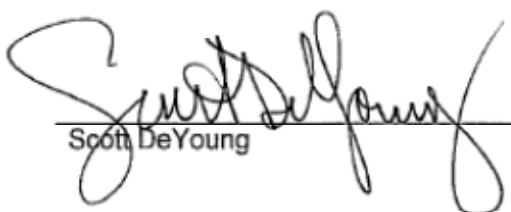
**SERVICE EMPLOYEES  
INTERNATIONAL UNION,  
LOCAL 1021**

  
Kaden Kratzer,  
Union Representative

  
Chris Edmondson

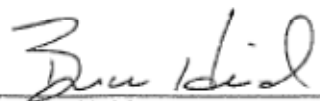
  
John Rodriguez

  
Bob Chamberlain

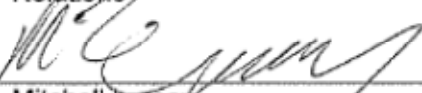
  
Scott DeYoung

  
John Adams

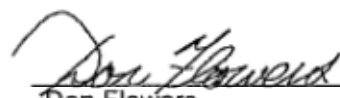
**MARIN COMMUNITY COLLEGE  
DISTRICT**

  
Bruce Heid,  
Chief Negotiator

  
Linda Beam, Executive Dean  
Human Resources and Labor  
Relations

  
Mitchell Lemay,  
Chief of Police

  
Pearl Monemzadeh,  
Human Resources Specialist

  
Don Flowers,  
Maintenance Supervisor

MARIN COMMUNITY COLLEGE DISTRICT  
**SKILLED TRADES AND OPERATIONS UNIT**  
**CLASSIFIED SALARY SCHEDULE**

Eff. 4/1/2011. 1% Increase.  
 Ratified by Board 8/23/2011

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP W	STEP X	STEP Y	STEP Z	STEP Z+
Athl. and P.E. Ed. Equip. Mgr.	534	\$ 3,176.88	\$ 3,336.13	\$ 3,503.50	\$ 3,679.00	\$ 3,862.63	\$ 4,036.50	\$ 4,151.88	\$ 4,345.25	\$ 4,538.63	\$ 4,629.63
Athletic Trainer	620	\$ 3,722.88	\$ 3,909.75	\$ 4,104.75	\$ 4,309.50	\$ 4,525.63	\$ 4,728.75	\$ 4,865.25	\$ 5,091.13	\$ 5,317.00	\$ 5,422.63
College Police Svcs Asst (Non-Sworn)	584	\$ 3,470.07	\$ 3,643.40	\$ 3,825.39	\$ 4,016.06	\$ 4,217.12	\$ 4,406.05	\$ 4,532.84	\$ 4,744.04	\$ 4,955.50	\$ 5,054.30
Custodian	433	\$ 2,798.25	\$ 2,938.00	\$ 3,084.25	\$ 3,238.63	\$ 3,401.13	\$ 3,553.88	\$ 3,656.25	\$ 3,826.88	\$ 3,995.88	\$ 4,075.50
Gardener	449	\$ 2,967.25	\$ 3,115.13	\$ 3,271.13	\$ 3,433.25	\$ 3,607.50	\$ 3,770.00	\$ 3,878.88	\$ 4,059.25	\$ 4,239.63	\$ 4,324.13
Lead Custodian	500	\$ 3,068.00	\$ 3,220.75	\$ 3,381.63	\$ 3,550.63	\$ 3,727.75	\$ 3,895.13	\$ 4,007.25	\$ 4,194.13	\$ 4,379.38	\$ 4,467.13
Locksmith/Carpenter	676-3	\$ 4,188.88	\$ 4,351.88	\$ 4,520.88	\$ 4,697.50	\$ 4,880.38	\$ 5,069.75	\$ 5,253.63	\$ 5,497.38	\$ 5,741.13	\$ 5,856.50
Maintenance Carpenter	674-3	\$ 4,433.00	\$ 4,654.00	\$ 4,886.38	\$ 5,105.75	\$ 5,323.63	\$ 5,549.38	\$ 5,807.75	\$ 6,066.13	\$ 6,324.50	\$ 6,488.00
Maintenance Electrician	720-3	\$ 4,683.25	\$ 4,917.25	\$ 5,162.63	\$ 5,395.00	\$ 5,649.38	\$ 5,897.38	\$ 6,144.13	\$ 6,392.50	\$ 6,640.88	\$ 6,788.00
Maintenance H&AC Mechanic	717-3	\$ 4,743.38	\$ 4,980.63	\$ 5,229.25	\$ 5,464.88	\$ 5,702.88	\$ 5,949.38	\$ 6,194.13	\$ 6,437.50	\$ 6,679.38	\$ 6,820.00
Maintenance Mechanic	652-3	\$ 4,213.63	\$ 4,424.88	\$ 4,645.88	\$ 4,855.50	\$ 5,055.00	\$ 5,253.63	\$ 5,451.25	\$ 5,648.88	\$ 5,846.50	\$ 5,967.25
Maintenance Painter	672-3	\$ 4,069.00	\$ 4,277.13	\$ 4,485.00	\$ 4,686.50	\$ 4,886.50	\$ 5,086.50	\$ 5,286.50	\$ 5,486.50	\$ 5,686.50	\$ 5,886.50
Maintenance Plumber	722-3	\$ 4,743.38	\$ 4,980.63	\$ 5,229.25	\$ 5,464.88	\$ 5,702.88	\$ 5,949.38	\$ 6,194.13	\$ 6,437.50	\$ 6,679.38	\$ 6,820.00
Network Administrator	750	\$ 4,785.63	\$ 5,024.50	\$ 5,276.38	\$ 5,539.63	\$ 5,815.88	\$ 6,077.50	\$ 6,251.38	\$ 6,542.25	\$ 6,833.13	\$ 6,980.63
Network/PC/Telephone Tech.	740	\$ 4,556.50	\$ 4,784.00	\$ 5,022.88	\$ 5,274.75	\$ 5,538.00	\$ 5,786.63	\$ 5,954.00	\$ 6,230.25	\$ 6,506.50	\$ 6,636.50
Police Officer	625	\$ 4,482.31	\$ 4,705.91	\$ 4,941.64	\$ 5,189.50	\$ 5,449.50	\$ 5,693.89	\$ 5,858.55	\$ 6,130.68	\$ 6,402.81	\$ 6,531.07
Police Sergeant	666	\$ 4,707.64	\$ 4,943.37	\$ 5,191.23	\$ 5,451.23	\$ 5,723.36	\$ 5,981.62	\$ 6,153.22	\$ 6,439.21	\$ 6,725.20	\$ 6,860.40
Pool Maintenance Worker	465	\$ 2,915.25	\$ 3,061.50	\$ 3,214.25	\$ 3,375.13	\$ 3,544.13	\$ 3,703.38	\$ 3,810.63	\$ 3,987.75	\$ 4,164.88	\$ 4,247.75
Receiving Clerk	465	\$ 2,915.25	\$ 3,061.50	\$ 3,214.25	\$ 3,375.13	\$ 3,544.13	\$ 3,703.38	\$ 3,810.63	\$ 3,987.75	\$ 4,164.88	\$ 4,247.75

1. On recommendation of the supervisor, an employee shall annually advance from date of hire or promotion, one (1) step within his/her range in Steps B through E. Eff. July 1, 2001 longevity step W shall be granted on the completion of the eighth (8th) year of service from the date of hire. Effective January 1, 1987, longevity steps (Steps X, Y, and Z) shall be granted upon the completion of the tenth (10th), thirteenth (13th), and sixteenth (16th) year of service respectively from the date of hire. Effective July 1, 2003 longevity step Z+ shall be granted upon the nineteenth (19th) year of service. Creditable service 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.

MARIN COMMUNITY COLLEGE DISTRICT  
 SKILLED TRADES AND OPERATIONS UNIT  
 CLASSIFIED SALARY SCHEDULE

Eff. 7/1/2011 .5% increase.  
 Ratified by Board 8/23/2011

TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP W	STEP X	STEP Y	STEP Z	STEP Z+
Athl. and P. E. Equip. Mgr.	534	\$3,193.13	\$3,352.38	\$3,519.75	\$3,695.35	\$3,880.50	\$4,064.38	\$4,171.38	\$4,366.38	\$4,559.75	\$4,650.75
Athletic Trainer	620	\$3,740.75	\$3,927.63	\$4,124.25	\$4,330.63	\$4,546.50	\$4,751.50	\$4,888.00	\$5,115.50	\$5,343.00	\$5,450.25
College Police Svcs Asst (Non-Sworn)	584	\$2,927.00	\$3,077.00	\$3,231.00	\$3,389.00	\$3,550.00	\$3,714.00	\$3,808.00	\$3,985.00	\$4,166.00	\$4,256.00
Custodian	433	\$2,812.88	\$2,954.25	\$3,102.13	\$3,256.50	\$3,419.00	\$3,573.38	\$3,675.75	\$3,846.38	\$4,017.00	\$4,096.63
Gardener	449	\$2,981.88	\$3,131.38	\$3,287.38	\$3,451.50	\$3,623.75	\$3,796.25	\$3,895.13	\$4,077.13	\$4,257.50	\$4,342.00
Lead Custodian	500	\$3,082.63	\$3,237.00	\$3,399.50	\$3,570.13	\$3,748.88	\$3,917.88	\$4,030.00	\$4,216.88	\$4,405.38	\$4,493.13
Locksmith/Carpenter	676-3	\$4,473.63	\$4,637.88	\$4,803.50	\$4,973.50	\$5,146.13	\$5,304.00	\$5,551.00	\$5,796.38	\$5,911.75	\$6,038.88
Maintenance Carpenter	674-3	\$4,455.75	\$4,619.38	\$4,784.38	\$4,951.38	\$5,120.38	\$5,281.25	\$5,526.63	\$5,772.00	\$5,887.38	\$6,014.50
Maintenance Electrician	720-3	\$4,706.00	\$4,866.00	\$5,027.00	\$5,188.63	\$5,351.63	\$5,515.63	\$5,680.63	\$5,846.63	\$6,013.63	\$6,181.63
Maintenance HVAC Mechanic	717-3	\$4,767.75	\$4,929.00	\$5,091.00	\$5,253.63	\$5,417.63	\$5,582.63	\$5,748.63	\$5,915.63	\$6,083.63	\$6,252.63
Maintenance Mechanic	652-3	\$4,234.75	\$4,396.00	\$4,558.00	\$4,720.63	\$4,884.63	\$5,049.63	\$5,215.63	\$5,382.63	\$5,550.63	\$5,719.63
Maintenance Painter	672-3	\$4,090.13	\$4,252.13	\$4,414.63	\$4,577.63	\$4,741.63	\$4,906.63	\$5,072.63	\$5,239.63	\$5,407.63	\$5,576.63
Maintenance Plumber	722-3	\$4,767.75	\$4,929.00	\$5,091.00	\$5,253.63	\$5,417.63	\$5,582.63	\$5,748.63	\$5,915.63	\$6,083.63	\$6,252.63
Network Administrator	750	\$5,050.50	\$5,212.50	\$5,375.00	\$5,538.00	\$5,701.50	\$5,865.50	\$6,030.00	\$6,195.00	\$6,360.00	\$6,525.00
Network/PC/Telephone Tech.	740	\$4,808.88	\$4,971.88	\$5,135.88	\$5,299.88	\$5,464.88	\$5,630.88	\$5,796.88	\$5,963.88	\$6,130.88	\$6,297.88
Police Officer	625	\$4,504.85	\$4,668.85	\$4,833.85	\$4,998.85	\$5,163.85	\$5,328.85	\$5,493.85	\$5,658.85	\$5,823.85	\$5,988.85
Police Sergeant	666	\$5,201.63	\$5,365.63	\$5,529.63	\$5,693.63	\$5,857.63	\$6,021.63	\$6,185.63	\$6,349.63	\$6,513.63	\$6,677.63
Pool Maintenance Worker	465	\$3,929.88	\$4,093.88	\$4,257.88	\$4,421.88	\$4,585.88	\$4,749.88	\$4,913.88	\$5,077.88	\$5,241.88	\$5,405.88
Receiving Clerk	465	\$3,929.88	\$4,093.88	\$4,257.88	\$4,421.88	\$4,585.88	\$4,749.88	\$4,913.88	\$5,077.88	\$5,241.88	\$5,405.88

1. On recommendation of the supervisor, an employee shall annually advance from date of hire or promotion, one (1) step within his/her salary range in Steps B through E (5% increase on each step). Eff. July 1, 2001 longevity step W (4.5% increase on E) shall be granted on the completion of the eighth (8th) year of service from the date of hire. Effective January 1, 1987, longevity steps X (7.5% increase on E), Y (12.5% increase on E), and Z (13.5% increase on E) shall be granted upon the completion of the tenth (10th), thirteenth (13th), and sixteenth (16th) year of service respectively from the date of hire. Effective July 1, 2003 longevity step Z+ (2% increase on Z) shall be granted upon the ninetieth (90th) year of service. No step movement shall be permitted without the completion of an approved performance evaluation.