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Date: June 15, 2011
To: LRCEA Members
From: LRCEA Executive Board
Subject: Summary of Tentative Agreement for a New Collective Bargaining Agreement - July 1, 2011 through June 30, 2014

LRCEA and the district have reached a tentative agreement on a new contract for July 2011 through June 2014. The following summarizes the tentative agreement, provides the language of amended and new sections of the contract, includes contract provisions that are carried over from the current contract to the new contract, and describes technical changes, including but not limited to, dates, numbering, titles, and format. Please refer to the current contract when you review this summary. Meetings have been scheduled to allow members to discuss the tentative agreement before it is voted on. The vote on the new contract will be conducted by secret ballot, June 29, 2011.

Preamble

Language of the current contract carries over to the new contract unchanged.

Article 1 - Recognition and Bargaining Unit

Language of the current contract for this article is carries over to the new contract unchanged, except as follows:

New Section 1.2.1.1 - the new section requires the district to notify LRCEA regarding each new job classification the district proposes, giving LRCEA time to respond, then providing time for the parties to meet if concerns or clarification need to be addressed. This new section is provided below in bold print:

“New position classifications shall be provided by Human Resources to the Bargaining Unit for review and comment. The Bargaining Unit shall provide a written response to the proposed new classification within twenty-one (21) calendar days from the date received. If, necessary, Unit and Management will meet jointly within fifteen (15) calendar days from receipt of unit response to clarify and discuss any concerns regarding the new classification.”

Article II – Organizational Rights

Language of the current contract for this article is carries over to the new contract unchanged, except as follows:

Amended Section 2.1.3.1 - Copy of Postings - the amendment allows LRCEA the option of notifying the district electronically regarding material it posts at district facilities. This amended section is provided below with amended language in bold print:

“A copy of each posting **or an electronic copy** shall be provided to the authorized District representative within a reasonable time of the posting.”

Amended Section 2.2.6 - Distribution of Agreement - the amendment adds language providing that new employees in the unit will be advised of online access to the contract and the list of classifications and salary schedules for the unit. This amended section is provided below with new language in bold print, and deleted language in bold print with a horizontal line through it.

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

Amended Section 2.2.8 - LRCCD Policies and Administrative Regulations - the amendment requires the district to provide LRCEA with all adopted changes to district policies and administrative regulations occurring during the term of the contract. These policies and regulation are available to LRCEA online, so other language in this section is not relevant and is deleted. The amended section is provided below with new language in bold print and deleted language in bold print with a horizontal line through it.

“LRCCD Policies and Administrative Regulations are available online at <http://www.losrios.edu/legal>. **The District shall provide LRCEA with one (1) printed copy of LRCCD Policies and**

~~Administrative Regulations upon ratification of this Agreement by both parties. Additionally, the District shall provide LRCEA with a printed copy of any adopted changes to LRCCD Policies and Administrative Regulations during the term of this Agreement.~~ The District will provide notice to LRCEA of any adopted changes of the LRCCD Policies and Administrative Regulations during the term of this Agreement."

3. Article III – Organizational Security

Language of the current contract is carries over to the new contract unchanged.

Article IV – Evaluation of Job Performance

Language of the current contract for this article carries over to the new contract unchanged, except as follows:

Amended Section 4.1.4 - Special Evaluation - the amendment adds language that requires the district to be specific about areas cited in an evaluation alleging the employee needs to improve, and provides for a specific timeline for making those improvements. This amended section is provided below with the language in bold print.

"**A Special Evaluation** of job performance may be made more frequently to address qualification factors in the Report of Performance if deemed advisable by the administrative officer. **If a special evaluation is conducted, the Evaluator will clearly define for the employee performance factor(s) needing improvement and the review timeline/period(s). At the conclusion of the special evaluation period(s) feedback will be provided and a normal evaluation cycle will resume or the special evaluation period will be extended.**"

Amended Section 4.2 - Evaluator - the amendment adds language requiring input received for an evaluation to be verified before it can be used. This amended section is provided below with added language in bold print.

"The evaluator of the job performance of an employee shall be a District manager or supervisor who is directly responsible

for the District operating unit in which the employee is assigned, and, except for such District manager or supervisor, no other employee in the bargaining unit or person outside the bargaining unit shall evaluate the job performance of any employee. Employees in a lead capacity may be asked for input. **Input received however cannot be factored into a report for job performance review unless it has been verified by the evaluator."**

Amend Section 4.6.1 - Completing the Report of Performance - Paragraph c) - the amendment limits consideration of additional factors to those which have been verified. The amended paragraph is provided below with added language in bold print.

"c) Consider **verified** additional factors for inclusion in overall appraisal of employee."

Amended Section 4.6.2 - Role of Reviewing Officer - the amendment requires the evaluator (rater) and the designated reviewing officer to sign and evaluation, and if changes are made pursuant to meeting with the employee, a new evaluation must be issued, signed by the evaluator and reviewing officer. The amended Section is provided below with added language in bold print, and deleted language in bold print with a horizontal line through it.

"Prior to the evaluation meeting scheduled with the employee the **Report of Job Performance review document shall be signed by the rater and** shall be reviewed and signed by the designated reviewing officer. If during the evaluation meeting with the employee it is determined that revisions are necessary, the primary evaluator (**rater**) shall review potential changes with the reviewing officer and prepare a new report for signature by the **rater, reviewing officer and employee** if appropriate."

Amended Section 4.6.3 - Meeting Between Primary Evaluator and Employee - the amendment increases the time for an employee to review and respond to an evaluation from twenty-four hours to forty-eight hours. This amended Section is provided below with added language in bold print, and deleted language in bold print with a horizontal line through it.

"The evaluator may present the employee with a draft Report of Job Performance review for comments prior to discussion of

the final review. LRCEA and the employee shall be allowed at least ~~twenty-four (24)~~ **forty-eight (48)** hours to review the Report of Job Performance. If an employee chooses not to sign the Report of Job Performance, the evaluator shall annotate the Report of Job Performance accordingly and provide a copy to the employee at such time. One (1) copy of the Report of Job Performance will be given to the employee when the employee signs the Report of Job Performance."

Amended Section 4.7.2 - Time Line - the amendment refers to permanent employees who promote or transfer, who are placed on a six month conditional probation in the new position to learn and perform the new job. The amendment required more evaluation during the condition period. The amended Section is provided below with added language in bold print and deleted language in bold print with a horizontal line through it.

"Conditional employees shall be given a written performance review at ~~five (5)~~ **the end of the third (3rd) and fifth (5th)** months."

Amended Section 4.9 - Unsatisfactory Review of Permanent Employee - Appeal - the amendment requires that the evaluator and reviewing officer must be different than the administrative officer who conducts an inquiry about the evaluation at the request of the evaluated employee. The amended Section is provided below with added language in bold print.

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

Article 5 – Work Periods

Language of the current contract is carries over to the new contract unchanged, except as follows:

Amended Section 5.1.5.4 - Cafeteria Employees - the amendment requires cafeteria positions for summer sessions be posted no later than May 1 immediate preceding the summer school session.

“When the District decides to operate a cafeteria during the summer session, the position to be filled, as determined by the District manager or supervisor directly responsible for the affected cafeteria will be posted for five (5) working days, **not later than May 1 immediately preceding the summer session involved**. Regular employees wishing to work during the summer may request, in writing, to fill one of the posted positions. Such assignments will be made on a seniority basis provided the employee meets the minimum qualifications for the position requested.”

Amended Section 5.9.1 - Notice of Work Schedule Change - the amendment increases the time the district must notify an employee if his or her work schedule is being changed on a permanent basis. This amended Section is provided below with new language in bold print and deleted language in bold print with a horizontal line through it.

“Permanent changes to the annual work schedule, work week, and/or work day of an employee shall be given in writing to the employee **fifteen (15) twenty-one (21)** calendar days before the change is effective.”

Article 6: Overtime

Language of the current contract carries over to the new contract unchanged.

Article 7: Leaves With Pay

Language of the current contract carries over to the new contract unchanged except as follows:

Amended Section 7.7 - Use of Vacation for Illness Absence - the amendment would allow, if approved in advance by the VPA (campus) or District Administrative Office (DO), an employee to take loss of pay for absences occurring when sick leave is exhausted, in lieu of the district charging the time against his or her accrued vacation. This amended section is provided below with new language in bold print and deleted language in bold print with a horizontal line through it.

“Whenever an employee uses all or his or her allowable sick leave, further absence will be charged against his or her accrued vacation. ~~or~~ **If** approved in advance by the **campus Vice President of Administration or District Administrative Officer, District**, the employee may take loss of pay for such absences rather than vacation.”

Amended Section 7.8.2 - Educational Code Restriction on Travel (per Education Code Section 88192) - the amendment makes a technical change, correcting a typographical error in the title of this section. That correction to the title of this section is noticed above in bold print.

Amended Section 7.16.9.1 - Submission of Vacation Request - the amendment allows an employee to make his or her vacation request 120 days in advance of the requested vacation starting date, instead of one year required by the current contract. This amended section is provided below with new language in bold print and deleted language in bold print with a horizontal line through it.

“Each employee eligible for vacation shall submit his or her vacation schedule request to his or her immediate supervisor, **one hundred twenty (120) calendar days prior to the proposed start date of the vacation request. ~~by September 30 of each fiscal year.~~** The immediate supervisor of an employee who has not submitted a vacation schedule request by **September 30 of the fiscal year** and who may exceed the maximum accrual limit in 7.16.9.3 will meet with the employee to establish a vacation schedule to be in compliance with the accrual limit.”

Article 8: Leaves Without Pay

Language of the current contract carries over to the new contract unchanged.

Article 9: Compensation 2011-2014 **Article 10: Fringe Benefits 2011-2014**

The two articles captioned above (9 and 10) must be addressed together in light of the current budget situation, and included in addressing those articles are Appendices A, B, and Attachment 1 of the contract, which include relevant data and information regarding the application of the main articles. A copy of the tentatively agreed to Articles 9, 10, Appendices A and B, and Attachment 1, are attached to this summary for your review. Below, is a summary of key elements

of these Articles, Appendices, and Attachment, as they pertain to each contract year, 2011-2012, 2012-2013 and 2013-2014. All relevant dates that apply to the term of the new contract are noted in the attachments for these Articles, Appendices and the Attachment.

2011-2012 - For this fiscal year the district does not intend to roll back salary, increase your out of pocket medical plan costs. The district requested LRCEA to forgo COLA it may be entitled to for 2011-2012, in order to use it to offset any shortfall in 2011-2012 and 2012-2013, and agreeing to this new contract agrees to forgo that COLA. The district has committed not to layoff employees in the unit during this fiscal year. These issues are described in the attachments. The district has allocated money from its reserves to cover shortfalls during this fiscal year, up to 26 million dollars.

2012-2013 - For this fiscal year the district would like to continue without salary roll backs, without increases to your out of pocket medical plan costs, and with no layoffs. The situation depends on what the funding level is from the State for 2012-2013, the remaining district reserves, and other factors that will impact the situation. Some roll back, medical cost increases and/or other changes could occur, but in that event the district will meet with LRCEA to discuss how to address the situation, before any final decisions are made.

2013-2014 - It is unclear what the financial situation will be in this fiscal year due to State funds and ability of the district to fund shortfalls from its remaining reserves. So, nobody actually knows what will happen. However, a worst case scenario could include salary roll backs (greater than 2012-2013 if that occurs), increases in your out of pocket medical plan costs, and other cost saving measures which could include furloughs and/or layoff. Again, the district is committed to meet with LRCEA regarding these issues before making a decision about what to do about them. The situation could be better, but for purposes of the new agreement and to be clear, it may be difficult and involve the type of cuts we have been discussing over (lunch meetings) the past several months.

Please review the actual language for Articles 9, 10, Appendices A, B and Attachment 1, attached to this summary.

Article 11: Grievance Procedure

Language of the current contract is carried over to the new contract unchanged.

Article 12: Health and Safety

Language of the current contract is carried over to the new contract unchanged.

Article 13: Non-Discrimination

Language of the current contract is carried over to the new contract unchanged.

Article 14: Transfers and Reassignments

Language of the current contract is carried over to the new contract unchanged.

Article 15: Working Out of Classification and Reclassification

Language of the current contract is carried over to the new contract unchanged.

Article 16 - Professional Growth & Career Development

The language of this Article is carried over to the new contract unchanged, except as follows:

Amended Section 16.2 - Reimbursement of Enrollment Fees and Books - Los Rios Courses - this amendment increases the amount of reimbursement from \$900 to \$1000. This amended Section is provided below with new language in bold print and deleted language in bold print with a horizontal line through it.

“The District will reimburse enrollment fees, including the Universal Transit Pass and Student Representative Fee, and cost of books, not to exceed ~~\$900.00~~ **\$1000.00** per Los Rios fiscal year, for any regular employee who enrolls in any of the District colleges and outreach centers. Classes must be taken outside the employee’s scheduled work assignment and books must be purchased at a Los Rios bookstore and required for the classes taken and completed under this section. Receipts and grade reports or transcripts must accompany the request for reimbursement. Any amount received from selling back the book must be deducted from the original cost of the books.”

Amended Section 16.3 - Reimbursement of Tuition Fees - Non Los Rios College - this amended Section increases the amount for reimbursement of

tuition fees for attending non Los Rios colleges, from \$900.00 to \$1000.00 per Los Rios fiscal year, with a lifetime maximum increase from \$1800.00 to \$2000.00. The amended Section is provided below with new language in bold print and deleted language in bold print with a horizontal line through it.

"The District will reimburse tuition fees up to ~~\$900.00~~ **\$1000.00** per Los Rios fiscal year, not to exceed a lifetime maximum of ~~\$1800.00~~ **\$2000.00** for any regular employee who enrolls in and completes prior approved classes with a grade of "C" or higher at any accredited college providing the following criteria have been met:"

New Section 16.3.1 - this new Section requires that PFE staff development funds shall be used for any tuition reimbursement above \$1800.00 to a lifetime maximum of \$2000.00. This new Section is provided below in bold print.

"PFE Classified Staff Development Funds shall be used for any tuition reimbursement above \$1800.00, up to a lifetime maximum of \$2000.00."

Article 17: Miscellaneous Provisions

Language of the current contract is carried over to the new contract unchanged.

Article 18: Savings Provision

Language of the current contract is carried over to the new contract unchanged.

Article 19: Support of Agreement

Language of the current contract is carried over to the new contract unchanged.

Article 20: Effect of Agreement

Language of the current contract is carried over to the new contract unchanged.

Article 21: No Strike and No Lockout Clause

Language of the current contract is carried over to the new contract unchanged.

Page 11: Summary of Tentative Agreements for new LRCEA Contract - July 1, 2011 through June 30, 2014

Article 22: Management Rights

Language of the current contract is carried over to the new contract unchanged.

Article 23: Committee Participation

Language of the current contract is carried over to the new contract unchanged.

Article 24: Term of Agreement

Language of the current contract is carried over to the new contract unchanged, except for changing dates to reflect the term of the new contract.

Appendices A, B and Attachment 1

These Appendices and Attachment 1 pertain to Articles 9 and 10 of the new contract. The language of the current contract is carried over to the new contract unchanged, except as described in Appendices A, B and Attachment 1 enclosed with this summary; new language is presented in bold print and deleted language is presented in bold print with a horizontal line through it.

Appendix C : Unit Classification List and Salary Schedules

Language of the current contract is carried over to the new contract unchanged, except for the addition of new class titles and, dates any technical changes necessary to bring the list of classes and/or the salary schedules into conformance for the new contract.

Appendix D: Forms

Language of the current contract is carried over to the new contract unchanged.

This concludes the summary of the tentative agreement for the new contract. Please direct questions you may have regarding this matter to the LRCEA Representative for your work location and/or raise your questions at the meeting you attend where this matter is discussed.