

**RCCD**

**RIVERSIDE COMMUNITY  
COLLEGE DISTRICT**

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**MORENO VALLEY COLLEGE | NORCO COLLEGE | RIVERSIDE CITY COLLEGE**

**Confidential – Classified**

**Employees Handbook**

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**RIVERSIDE COMMUNITY COLLEGE DISTRICT**  
**Confidential Classified Personnel Handbook**

This handbook is designed to clarify procedures and responsibilities, present some of the proper forms necessary to the transaction of District business and identify certain Board of Trustee policies of immediate interest to most classified employees. It is, in fact, a statement of administrative policy.

It is important to note that any edition of the handbook reflects policies in effect at the time of publication, changes in State law, or matters of precedent not overturned by policy. Revision is necessary to continue to update the information in the handbook to keep it current and consistent with changes in Board policies and District practices. It is also important to recognize that in those cases where handbook statements are in conflict with Board Policy, established precedent, or other substantiated reasons for procedure, such handbook statements must be regarded as either invalid or subject to interpretation.

It would be helpful if errors or suggestions for improvement were brought to the attention of the Department of Diversity and Human Resources.

## **INTRODUCTION**

This handbook has been prepared for the use of confidential members of the classified service. Its contents represent an accumulation of policies and procedures provided in the Education Code, local Board Policies and practice.

For purposes of this handbook, the term “classified” is intended to apply specifically and solely to classified employees designated as “confidential” employees pursuant to Government Code, Section 3540-1 (c). (See Definition No. 10)

The rights and responsibilities of confidential employees are herein defined. The better these rights and responsibilities are known and understood, the more effective each employee will be.

This handbook will be revised as required by institutional and legal changes.

For additional information about matters related to confidential employees, it is recommended that employees review the Board Policy Manual. Policy references in this handbook are excerpts only.

Abbreviations used are “B. P.” for Board Policy and “E. C.” for Education Code.

## **FACTS ABOUT THE DISTRICT**

The Riverside Community College District (RCCD) is the seventh oldest community college in the state and the largest inland community college district. The three colleges, located in the cities of Moreno Valley, Norco, and Riverside, serve more than 33,000 students each semester.

Each RCCD college offers a comprehensive liberal arts and science curriculum, leading to an associate degree, career certificate or transfer to a four-year college or university. The colleges also work closely with their communities to provide special programs: health, human and public services at Moreno Valley College; technology, manufacturing, and engineering at Norco College; and, nursing, business, performing arts, and applied technology at Riverside City College. In addition, the RCCD-affiliated Ben Clark Public Safety Training Center trains more than 7,000 law enforcement, fire, and public safety personnel each year, and Community Education provides non-credit classes to some 11,000.

RCCD employs more than 3,000 full- and part-time faculty and staff, serving five cities and six unified school districts located within 444 sq. miles. The District actively seeks and encourages diversity within the college community believing that as a public institution of higher learning it needs to reflect the community it serves.

Employees receive excellent, competitive salaries. Benefits include employer-paid health and dental coverage, life insurance, paid vacation, holiday and sick leave, and, contributions to the CalPERS retirement plan. In addition, RCCD offers education achievement incentives, professional training and workshops, and advancement opportunities.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**  
**CONFIDENTIAL-CLASSIFIED PERSONNEL HANDBOOK**

**DEFINITIONS**

**Agreement**

The agreement between the Riverside Community College District and the Riverside Community College classified Employees, Chapter 535, CSEA and as amended by all Memoranda of Agreement signed by the District.

**Cause**

Relating to disciplinary actions against classified employees, “cause” means those grounds for discipline, or offenses, enumerated in the law or the Board Policies of the Riverside Community College District. No disciplinary action may be maintained for any “cause” other than as defined herein. (E. C. Section 88001)

**Classification**

Each position in the classified service shall have a designated title; a regular minimum number of assigned hours per day, days per week, and months per year; a specific statement of the duties required to be performed by the employees in each such position; and a regular monthly salary range for each such position. (E. C. Section 88001).

**Classified Service**

All employees in the service of the District, employed in regular authorized positions not requiring certification qualifications, whether permanent or probationary, full-time or part-time, are members of the classified service, except the following:

**Substitute:**

A person employed to replace any classified employee who is temporarily absent from duty. In addition, if the district is then engaged in a procedure to hire a permanent employee to fill a vacancy in any classified position, the governing board may fill the vacancy through the employment, for not more than 60 calendar days, of one or more substitute employees, except to the extent that a collective bargaining agreement then in effect provides for a different period of time.

**Short-term:**

Any person who is employed to perform a service for the District, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. Such service shall be less than 75% of the school year. 75% of the school year means 195 working days, including holidays, sick leaves, vacation and other leaves of absence, irrespective of the number of hours worked per day (E. C. Section 88003).

For purposes of Article XXIII, calculation of Fringe Benefits, short-term positions shall mean those positions designated by the Board not to continue for more than 60 consecutive working days.

**Professional Expert:**

A person employed on a temporary basis for a specific project, regardless of length of employment.



## **Definitions (cont'd)**

### **Disciplinary Action**

Includes any action whereby an employee is deprived of any classification or any incident of any classification including dismissal, suspension, demotion, or any reassignment, without the employee's voluntary consent, except a layoff for lack of work or lack of funds. (E. C. Section 88001).

### **Layoff for Lack of Funds or Layoff for Lack of Work**

Any reduction in hours of employment or assignment to a class or grade lower than that in which the employee has permanence. May be voluntarily consented to by the employee, in order to avoid interruption of employment. (E. C. Section 88001).

### **Permanent**

As used in the phrase "permanent employee," includes tenure in the classification in which the employee passed the required probationary period, and includes all of the incidents of that classification. (E. C. Section 88001).

### **Reclassification**

The upgrading of a position to a higher salary classification as the result of the gradual change in the required level of the functions being performed by the employee. (E. C. Sections 88001).

### **Higher Class**

Higher class is a class that provides a higher salary classification.

### **Regular**

As used in the phrase "regular classified employee" or any similar phrase, refers to a classified employee who has probationary or permanent status. (E. C. Section 88001).

A regular position is one authorized by the Board of Trustees, whether full-time or part-time, which has been established on a continuing basis where the required days of service are seventy-five percent or more of a school year. Seventy-five percent of a school year consists of 195 working days, including holidays, sick leave, vacation and other leaves of absences, irrespective of number of hours worked per day. (E. C. Sections 88003, 88005).

### **Confidential Employee**

"Confidential employee" means any employee who, in the regular course of his or her duties, has access to, or possesses information relating to, his or her employer's employer-employee relations. [Government Code, Section 3540.1 (c)]. "Confidential Employees" are designated by the District.

## **Section I - CONFIDENTIAL CLASSIFIED EMPLOYMENT**

### **100 Application**

Applications for all classified positions shall be filed at the District Human Resources Office. (B. P. 4001).

### **200 Notice of Job Vacancies**

Job vacancies for positions in the classified service shall be advertised both on campus and in the community. (B. P. 4099). Such openings refer to bona fide vacancies for which no regular employee is available.

### **300 Examination**

Applicants for classified positions may be required to take written, oral, or performance type examinations. A physical examination, at District expense, may also be required. (B. P. 4001; E. C. Section 88021).

### **400 Employment Requirements**

The primary criteria for employment shall be training, experience, and ability to perform the job, regardless of race, creed, color, sex, disability, or national origin. In order to be employed, the applicant must:

- A. be a citizen of the United States or have a permit to work from the United States Department of Immigration in keeping with the job announcement.
- B. be able to understand written and oral instructions in English.
- C. be willing to be fingerprinted at District expense. (B. P. 4001; E. C. Section 88024)
- D. not have been convicted of a sex offense or determined to be a sexual psychopath or not have been convicted of using, possessing or selling a controlled substance offense. (E.C. Sections 88022; 880023)
- E. be willing to undergo a physical examination by a doctor of the District's choice, if required. This examination shall be at District expense. (B. P. 4001; E. C. Section 88021).
- F. meet all job standards and qualifications required by the District.

### **500 Oath of Allegiance**

Prior to the first day of service as an employee of the District, the applicant shall sign the following Oath of Allegiance: (Appendix A)

"I do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter."

(Government Code Sections 3100 through 3109, inclusive).

**600 Orientation, In-Service and Professional Growth**

- A. All orientation and in-service training of classified employees shall be conducted during the period designated by the Board of Trustees as the workday and work year for those designated employees.
- B. The hours of service for classified employees on days designed for orientation or in-service activities shall be at the same rate of pay as if the employee were at the job station.
- C. District in-service programs shall be planned by the District. The District will meet, upon request, with representatives of the confidential employees to discuss such matters.
- D. The District shall maintain a program for professional growth for confidential classified employees in accordance with Board Policy 4042.

**700 Probationary and Permanent Status**

- A. The probationary period for all classified employees shall be nine (9) calendar months in duration. The Director of Human Resources may extend the probationary period up to three (3) additional calendar months, not to exceed a total of twelve (12) calendar months.
- B. A probationary employee may be demoted, suspended, or dismissed at any time during the probationary period, at the discretion of the District and such action shall not be subject to the grievance procedure or any other District review procedure.
- C. An employee who is promoted shall serve a probationary period of six working months in the higher classification.
- D. A permanent employee who is serving a probationary period as a result of promotion and who is found unsatisfactory in the higher position shall be reinstated in permanent status in the former classification, unless there is cause for dismissal from the District. Any decision to reinstate an employee to his or her former classification shall not be grievable or subject to any other District review procedure.

**800 Work Year**

- A. The District shall set the starting and ending days for each classified employee's work year.
- B. When it is necessary to assign employees not regularly so assigned to serve between the end of one academic year and the commencement of another, such assignment shall be made on the basis of qualifications for employment in each classification of service which is required. When such assignment is necessary, offers of assignment shall be made to qualified employees in order of their seniority within the classification, but no employee shall be required to accept such assignment. An employee performing such assignment shall receive, on a pro rata basis, not less than the compensation and benefits that are applicable to the classification during the regular academic year.

**900 Hours of Work**

- A. Subject to C below, the length of the normal workday for confidential classified employees who have their time assigned to full-time positions shall be eight hours per day, exclusive of a lunch break. The length of the normal workweek for classified employees assigned to full-time positions shall be forty hours. The District may designate certain positions in which service shall be for less than eight hours per day or forty hours per week.

- B. The District shall establish the daily beginning and the ending times for all classified employees. The beginning time for any employee while assigned to a particular classification shall not be changed by more than two hours unless there is either mutual agreement between the District and the employee or layoff procedures are followed.
- C. Subject to applicable education code provisions, the District may classify certain employees for assignment to ten-hour-per-day, four-day-per-week positions. Employees serving in such positions shall be entitled each year to the same number of total hours and authorized leaves of absence, vacation hours, holiday hours, and fringe benefits as granted to an employee who works a regular eight-hour, five-day week.
- D. Classified employees regularly assigned six or more hours per day shall be allowed two fifteen-minute rest periods during each day, to be set by their supervisor; one such rest period to be taken during the first half of the shift, and one to be taken during the second half of the shift. Rest periods are not cumulative nor can they be combined with the meal breaks to shorten the workday. Employees working less than six hours shall be entitled to one fifteen-minute rest period during each day.
  - 1. All employees regularly assigned five or more hours per day shall be entitled to an uninterrupted lunch period. The lunch period shall be unpaid and shall be for at least thirty minutes. The lunch period shall be scheduled near the midpoint of the employee's workday.
  - 2. Those employees who are authorized to work on a day other than their normal scheduled workday shall take the lunch period.

**1000 Performance Evaluation**

- A. The performance of confidential employees shall be reviewed and evaluated periodically.
  - 1. Permanent employees shall receive a written evaluation at least once each year that shall normally occur during the month of the employee's anniversary date. One additional evaluation may be requested by the employee each year.
  - 2. Probationary employees shall receive written evaluation at the end of the second month and each third month thereafter during the probationary period.
  - 3. Evaluation of confidential employees shall be conducted by the employee's immediate supervisor.
    - a. All evaluations conducted by persons not designated as "management" shall be reviewed and countersigned by the designated management person assigned to the area of employment of the employee in question.
    - b. The evaluation form shall be signed by the evaluator, the employee being evaluated, and the management person. The employee's signature indicates only that the employee has seen the evaluation and does not necessarily indicate concurrence with the evaluation. The evaluator shall discuss, with the employee, the contents of the evaluation and shall provide the employee with a copy at this time.
    - c. A copy of each evaluation shall be placed in the employee's personnel file. The employee may submit an attachment to the evaluation if it is believed that clarification of the employee's position is desired or if the employee believes statements on the evaluation are incorrect. Further, an employee may, within five calendar days of receipt of his or her evaluation, request a conference with the next level of supervisor above

the one signing the evaluation, for the purpose of contesting that the evaluation contains specific factual statements which are false. In such event, such supervisor shall meet with the employee as soon thereafter as is reasonably possible. The evaluation shall not be placed in the personnel file until such meeting has been held.

- B. Unscheduled informal performance evaluation reports recognizing outstanding employee performance may be made at any time by the employee's supervisor. Such reports shall be made a part of the employee's personnel file with the employee's permission.
- C. Only the evaluation procedure and not the evaluation itself shall be grievable.
- D. In the event the evaluator assigns a marking of "improvement needed" or "unsatisfactory", the evaluator shall include an explanation of the reason(s) for such markings, and/or provide recommendations for ways to improve performance. The foregoing shall not apply where the evaluator is recommending termination.

#### **1100 Personnel Files**

- A. Personnel files of confidential classified employees shall be maintained at the District Personnel Office. Such files shall be available for inspection as set forth hereafter. There shall be no right of inspection to any other files relating or pertaining to classified employees which may be kept by an individual administrator or others. Disciplinary actions taken against an employee may be based only on materials contained or placed in the personnel file.
- B. Every employee shall have the right to inspect his or her personnel file upon request provided that the request is made at a time when such person is not actually required to render services to the District and when the personnel clerk responsible for files, or other appropriate person, is available to be in attendance. Personnel file material that may not be inspected includes such materials as ratings, reports, or records that were obtained in conjunction with the employment or promotional processes. (E. C. Section 87031).
- C. Information of a derogatory nature, except materials mentioned in B above, shall not be entered or filed unless and until the employee is given notice and the opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his own comments thereon. Such review shall take place during business hours, and the employee shall be released from duty for this purpose without salary reduction. (E. C. Section 87031).
- D. All employees who want to inspect their personnel file shall ordinarily make an advance appointment. Personnel files shall be available for inspection during regular office hours each day the office is open for business. At least two days each week the office shall be opened during the noon hour.
- E. All material of an evaluative nature placed in the personnel file shall indicate the date it was prepared or placed in the file and who was responsible for its preparation.

## **1200 Transfer**

- A. A transfer shall mean a change of location within the same classification.
- B. Classified employees may be transferred by the District to any position at any time such transfer is in the best interest of the District. However, no transfer shall be made for arbitrary or capricious reasons. An employee affected by a transfer shall be given notice as soon as administratively practical, and upon request a conference will be held to discuss the reason for the transfer.
- C. A classified employee may request a voluntary transfer at any time. Such a transfer may take place only if an opening for transfer is available and the District determines that such a transfer will serve the District's best interest.
  - 1. If the District and the receiving supervisor approve, a classified employee requesting voluntary transfer need not go through the screening, evaluation and interview process normally used in evaluating non-employee applicants for a position. Otherwise, such process shall be followed. All other factors being equal, the District employee shall be given preference. All transfers must be approved by the District.
  - 2. When three or more District employees apply for a transfer and all possess the requisite qualifications for the job, the District shall select one of such District employees for the job. Such selection shall be at the sole discretion of the District and shall not be grievable.
  - 3. No employee shall be overtly or indirectly pressured by the District to seek a voluntary transfer.
  - 4. If a voluntary transfer is denied, the classified employee shall be provided with specific reasons for the denial within 10 working days.
  - 5. Notwithstanding the definition of transfer in Section A above, provisions of this section shall be applicable to employees voluntarily seeking a lateral change of classification in the same salary range, or a voluntary demotion to a classification in a lower salary range.
  - 6. All applicants eligible for voluntary transfer consideration who meet the employment standards for the position open for transfer can be given the same type of test that would normally be given to applicants for this same position. If the employee has taken a written or skills test within the 12 months preceding the closing date of transfer application, this score, at the employee's option, can be used. The employee does not have to retake the tests if the same type of tests taken within the preceding 12 months is used for the transfer vacancy. The employee may elect to retake whatever written and skills tests are being given. The best test score of tests taken within the preceding 12 months will be used.

## **1300 Promotional Opportunities**

When three (3) or more District employees within the bargaining unit apply for a promotion for a job within the bargaining unit, and all possess the requisite qualifications for the job and have not had an overall evaluation of unsatisfactory on their most recent evaluation, the District shall select one of such District employees for the job as long as such employee is as qualified as any outside applicant. For the purpose of this section, a promotion shall mean a movement upward of at least one range. The selection of which of the three (3) District employees for the job shall be at the sole discretion of the District and shall not be subject to Section IX, 100, of this handbook.

## **1400 Layoff and Reemployment**

A. Classified employees shall be subject to layoff for lack of work or lack of funds. The order of layoff within the class shall be determined by length of service in the District. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. See Bumping Rights and Procedures. (E. C. Sections 88117, 88127).

### **B. Definitions**

#### **1. Length of Service**

- a. Seniority shall include all hours of regular service in class plus higher classes. Overtime work shall not be included in computing seniority credits. All service performed in the class shall be calculated on hours of actual service while in a paid status.
- b. Time spent on approved leaves of absence with pay, such as sick leave and vacation, and time spent on military leave of absence, shall count toward seniority. Breaks in continuity of regular paid service that occur in the summer for nine-, ten-, and eleven-month employees, shall not count toward seniority. If the work year of nine-, ten-, and eleven-month employees is extended in his/her class or in a higher class, such service shall count toward seniority.
- c. If employees have equal seniority credits within the class, the employee with the longest total service with the District shall be considered senior. If a tie remains, it shall be broken by the casting of lots.

#### **2. Classification**

Classification defines groups of positions similar in duties and responsibilities within the same salary range, with substantially the same requirements of education, experience, knowledge and abilities demanded of incumbents and of applicants.

### **C. Layoff Procedures**

1. Prior to layoff, a seniority list shall be prepared by the District Human Resources Office for the employees to review.
2. When confidential employees are laid off for lack of work or lack of funds, layoff shall be made in inverse order of seniority in the class in which the layoff occurs. The employee who has been employed the shortest time in class, plus higher classes, shall be considered to have the least seniority and, therefore, shall be laid off first.
3. The names of permanent and probationary employees thus laid off shall be placed upon the reemployment list for the class from which they were laid off. Names on the reemployment list shall be in the relative order of seniority.
4. No regular employee shall be laid off from any position while there is a substitute or temporary employee serving in a position in the same class, unless the regular employee declines assignment to the temporary position.
5. A substitute or temporary employee shall be laid off without regard to the procedures set forth in these rules, and without reemployment rights.

6. An employee must be notified in writing by the District Human Resources Office of that employee's impending layoff at least thirty days before the effective date of layoff.

**D. Bumping Rights and Procedures**

1. A permanent employee who is laid off from a class and who has previous service in an equal or lower class shall have the right to bump an employee with less seniority in the lower class.
2. A permanent employee who is subject to a layoff for lack of work or lack of funds, despite the exercising of bumping rights in order to avoid layoff, may accept a voluntary demotion to a vacant position in a lower class or transfer to an equal class, provided the employee is qualified to perform the duties thereof and provided, further, that the Board of Trustees approves the voluntary demotion. An employee who has been demoted in lieu of layoff shall be placed on that salary range of the lower class that is closest to the employee's present salary in the class from which the employee was demoted.
3. The number of assigned months of work per year shall have no bearing or effect upon bumping rights. For example, a twelve-month employee may displace a ten-month employee and vice versa.
4. A probationary employee has bumping rights in a lower class in which permanency has been established.
5. Temporary, restricted or substitute employees shall have no bumping rights.
6. In a class that has varied hours in assignment, a displaced employee may bump an employee with lesser seniority assigned the same number of hours.

**E. Reemployment Rights (E. C. Section 88117)**

1. The names of all regular classified employees who are laid off shall be placed on reemployment lists by class and in order of seniority.
2. Reemployment shall be in order of seniority, with the most senior reemployed first.
3. No new employees shall be hired in a class if eligible class members remain on reemployment lists. Regular employees who are laid off in accordance with these rules shall be eligible for reemployment for a period of thirty-nine months from date of layoff and shall have the right to apply for promotional opportunities. (E. C. Section 88117).
4. An employee who has accepted demotion or reduction in assigned time in lieu of layoff for lack of work or lack of funds shall be reemployed in accordance with the employee's seniority in the former class. (E. C. Section 88117). Intervening reassignment to other classes shall not abrogate that right.
5. An employee reemployed from a layoff list shall be fully restored to his/her position with all rights to permanent status restored. No seniority shall be earned during periods of separation from service of the college District.
6. Acceptance of Substitute or Short-Term Employment:
  - a. The District shall attempt to provide substitute or short-term employment to those on a reemployment list in accordance with their seniority.



- b. An employee who has been laid off for lack of work or lack of funds, and who is on a layoff reemployment list, may be employed as a substitute or short-term employee in the original class or any other class for which qualified, and such employment shall in no manner jeopardize or otherwise affect the employee's status or eligibility for reemployment.
- c. Refusal of an offer of temporary or substitute employment shall not affect the standing of any employee on a layoff list.

**1500 Reclassification**

Position reclassifications shall be reviewed once each year upon written request of the employee or the employee's management supervisor. Requests must be filed in the Office of Human Resources prior to September 30 of each year. The requests shall be reviewed by a committee as defined in the established Classification Review Procedures. The procedures and criteria used to determine reclassifications are provided in Board Policy 4045. The District may modify the classification procedures in Board Policy 4045 for the purposes of testing and evaluating new procedures for improvement of the Classification Review Program.

**1600 Equal Employment/Staff Diversity**

The Riverside Community College District is an, equal opportunity employer committed to the intent set forth by the California Legislature to assure that effort is made to build a community in which opportunity is equalized and community colleges foster a climate of acceptance with the inclusion of faculty and staff from a wide variety of backgrounds. It agrees that diversity in the academic environment fosters cultural awareness, mutual understanding, respect, harmony, and suitable role models for all students. This commitment applies to every aspect of education, personnel policies and practices, and to the general public.

**1700 Prohibition of Harassment & Retaliation**

All forms of harassment are contrary to basic standards of conduct between individuals and are prohibited by state and federal law, as well as Board policy, and will not be tolerated. The District is committed to providing an academic and work environment that respects the dignity of individuals and groups. The District shall be free of sexual harassment and all forms of sexual intimidation and exploitation. It shall also be free of other unlawful harassment, including that which is based upon an individual's actual, perceived or association with others': Ethnic group identification, National origin, Religion, Age, Sex or Gender, Race, Color, Ancestry, Sexual Orientation, Physical or Mental Disability, or any characteristic listed or defined in Section 11135 of the government code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision of Section 422.6 of the Penal Code.

**1800 Prohibition of Discrimination**

The District is committed to equal opportunity in educational programs, employment, and all access to institutional programs and activities. The District, and each individual who represents

the District, shall provide access to its services, classes, and programs without regard to actual or perceived disability, sex/gender, nationality, race or ethnicity, religion, sexual orientation, age, or any characteristic listed or defined in Section 11135 of the Government code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (a) of Section 422.6 of the Penal Code. In addition to these protected bases, the District additionally provides equal employment opportunities to all applicants and employees regardless of gender, medical condition, marital status, or status as a Vietnam-era veteran.

No District funds shall ever be used for membership, or for any participation involving financial payment or contribution on behalf of the District or any individual employed by or associated with it, to any private organization whose membership practices are discriminatory.

**1900 Drug-Free Workplace**

It shall be the policy of the Riverside Community College District, in order to comply with the Federal Drug-Free Workplace Act of 1988 and the California Drug-Free Workplace Act of 1990, to provide a drug-free workplace for its employees. The unlawful manufacture, distribution, dispensing, possession or use of any controlled substance, including medical marijuana, in the workplace, including but not necessarily limited to any building, property, facility, or satellite center of the District, is strictly prohibited. Violators of this policy shall be disciplined (Appendix F).

**2000 Compliance Information and Assistance**

Employees seeking information and assistance regarding compliance matters may contact the District's EEO Officer/Title IX Officer/Section 504/ADA Coordinator as follows:

Ms. Chani Beeman  
Director, Diversity, Equity and Compliance  
Riverside Community College District  
450 E. Alessandro Blvd.  
Riverside, CA 92508  
Telephone: (951) 222-8039

**2100 Steps In Hiring Classified Employees**

1. Position Identification
  - a. The appropriate area manager and/or department chairperson(s) will identify the potential vacancy in relationship to the area needs and District EEO goals.
  - b. The recommendation will be forwarded to the Vice President and/or President for approval.
  - c. The Vice President and/or President will forward approval documents for the position vacancy to the Diversity & Human Resource Office for processing.
  - d. The manager and/or designee will develop the job description, in consultation with the EEO Officer and the Director of Diversity & Human Resources.
  - e. Before positions are announced, the EEO Officer and the Director of Diversity & Human Resources will review the job announcements and committee composition to ensure conformity with the District's EEO and no discrimination commitments.
  
2. Hiring Process

- a. The initial screening process will be conducted by a screening committee. The screening committee, appointed by the District President or designee, shall be composed of the appropriate manager and/or supervisor and a minimum of two other staff members, including a female and an ethnic minority. The District President or designee may appoint a student to the screening committee whenever it is deemed appropriate. The composition of the committees will be reviewed by the EEO Officer and the Director of Diversity & Human Resources to ensure compliance with the Equal Employment and Staff Diversity Policy.
- b. A select number of qualified candidates screened from the initial pool of eligible applicants will be invited for personal interview at their expense. A diversified pool of applicants must be identified or additional corrective action should be taken to achieve this goal prior to the continuation of the process. If this diversification cannot be achieved, then the District President or designee should intervene and be sure that additional steps are taken. Such steps may include, but are not limited to:
  - 1) The extension of the deadline with additional recruitment focused on historically underrepresented groups;
  - 2) The inclusion of applicants from historically underrepresented groups who may be expected to meet these additional qualifications, within a reasonable length of time through appropriate training or experience because they failed to meet locally established “desirable or preferred” qualifications beyond State minimum;
  - 3) The modification or removal of locally established qualifications beyond State minimum qualifications and the extension of the deadline for application (Sec. 53023).
  - 4) The Human Resources representative shall communicate with the successful candidates to arrange a time and place for interview.
  - 5) The interview will be conducted by the screening committee. All candidates interviewed for a position vacancy will go through the same process. The committee shall recommend a reasonable number of candidates, but no more than three per position, and forward the unranked finalists to the appropriate manager and/or supervisor or designee of the District President.
    - a. In the event no candidates are recommended by the hiring committee, the appropriate manager and/or supervisor, in consultation with the Director of Diversity & Human Resources, will determine whether to extend the process or to terminate it.
    - b. The Director of Diversity & Human Resources shall forward the names of the recommended finalists to the Vice President or designee.
    - c. The manager and/or supervisor or designee will interview the recommended candidates. If the manager and/or supervisor or designee does not select any of the finalists, he/she will notify the Director of Diversity & Human Resources to determine whether it would be advisable to reexamine the existing pool of candidates, to seek a new and broader pool of candidates, or to cancel the position recruitment.

## **Section II - Salaries**

### **100 Salary Rates and Schedules**

The salary rate schedules for all confidential classified employees are set forth in Board Policy 4026.

### **200 Salary Placement and Duty Statement**

Upon initial employment and upon each change of classification thereafter, each classified employee shall be furnished two (2) copies of the class specification, salary data, assignment of work location, together with duty hours and the prescribed work week. The salary data shall include the annual, monthly or pay period, daily, hourly, overtime, and differential rate of compensation, whichever are applicable. One copy shall be retained by the employee and the other copy shall be signed and dated by the employee and returned to the supervisor, who shall forward it to the District Human Resources Office for filing in the employee's personnel file. These provisions shall not apply to short-term, limited-term, or provisional employees (E. C. Section 88168).

### **300 Yearly Salary Increments (Changes In Step Placement)**

- A. Changes in step placement through Step 5 shall be provided annually to employees. For employees hired on or before the 15th day of the month, the annual change in step placement shall be effective on the first day of the month in which the employee was hired. For employees hired after the 15th day of the month, the annual change in step placement shall be effective on the first day of the month following the month in which the employee was hired.
- B. Anniversary date shall be adjusted for any period of non-paid leave of more than thirty calendar days.
- C. The rules of computing the amount of each salary payment are as follows:
  1. Paychecks for all full-time employees working ten, eleven or twelve months will be in accordance with Board Policy 4026 with ten, eleven or twelve equal checks, respectively, one each month.
  2. Paychecks for less than full-time employees will be computed on the same basis as those of full-time employees at a pro rata rate. For all computations involving less than full months, the month will be assumed to consist of 22 working days in order to establish a daily rate.
  3. Any confidential classified employee who works a partial pay period will be paid only for those hours worked.
  4. The paycheck for the last pay period in which a confidential classified employee is in a paid status will reflect payment only for the hours worked and any and all necessary adjustments.
  5. The salary of positions in which service is less than eight hours per day or forty hours per week shall be prorated accordingly.
- D. Classified employees who must travel in their own vehicle in the course of employment between duty stations during duty hours will receive mileage compensation at the cents-per-mile rate which is allowed by the Internal Revenue Service for income tax deduction purposes at the time of the travel.

**Section II - continued**

- E. Monthly classified employees are paid according to the Salary Schedule for Confidential Classified Employees (B. P. Section 4026). Transmission to employee's financial institution will be made at such time that payroll funds can be made available on the last day of the month. In those instances where checks are used, such checks will be made available on the last day of the month.
- F. Monthly employees are employees in regular positions who require either twenty or forty hours of work each week.
- G. The employee's anniversary date shall be adjusted for any period of non-paid leave of more than thirty (30) calendar days.
- H. Recipient Description Form: This form authorizes the District to turn over all monies due a deceased employee to a designated recipient. This would allow, upon the death of an employee, the designee to receive immediately any funds which may have accrued since the receipt of the employee's last pay warrant, avoiding probate hearings. The form is available in the District Human Resources Office, and must be completed in duplicate. The original copy will be filed in the employee's personnel folder and the second copy is for the employee. Should a change of beneficiary be desired, at any time, this may be done simply by filing a new form (Appendix B).

**400 Overtime Pay**

- A. In determining an employee's eligibility for overtime pay, all paid status time shall be considered as time actually worked. This includes sick leave, industrial accident leave, paid vacation and holidays, or any other paid leave, in addition to actual time worked.
- B. Hours worked above eight in any day or forty in any week are overtime. The District will compensate for overtime at a rate one and one-half times the hourly rate. However, in the case of an employee working a four-day, ten-hours-per-day schedule, overtime shall be paid for hours in excess of ten hours per day or forty hours per week.
- C. Whenever an employee is requested to return to duty station after hours, weekends or holidays, the employee will be compensated for his or her time at the appropriate hourly rate with a minimum payment of two hours.
- D. No overtime hours shall be worked without specific authorization from the employees supervisor.

**500 Pay Differential**

An employee, assigned by the District to perform a substantial amount of the duties unique to a higher class for a period of time which exceeds five working days within a fifteen-calendar-day period, shall be paid on the salary range assigned to the higher position on the lowest step which will give an increase over the employee's regular salary. The higher pay rate will be in effect for the period the employee is required to work in the higher class.

### **Section III - PAID LEAVES OF ABSENCE**

#### **100 Leaves of Absence**

The Board of Trustees will provide leaves of absence for all confidential employees in accordance with Board Policy and state laws.

#### **200 General Provisions**

The following provisions apply to paid leaves of absence:

1. No employee shall be granted a paid leave of absence for any purpose not specified in this handbook.
2. Time spent on paid leave shall not constitute a break in service.
3. All employee leaves under this section shall be considered leaves with pay and a continuation of all job benefits shall be paid by the District.
4. When all available paid leaves of absence have been exhausted, and if the employee is not immediately able to assume the duties of his or her position, the employee may be terminated and placed on a reemployment list for a period of 39 months. When available, during the 39-month period, the person shall be employed in the first vacant position in the class of the person's previous assignment, unless such vacant position is reserved by law to an employee who has been laid off. A person on a reassignment list who has been medically released to return to duty and who fails to accept and report for an assignment in the previous class within ten working days of receipt of the offer, may be dismissed.
5. Part-time hourly employees shall receive paid leave pay on a prorated basis.

#### **300 Vacations**

- A. Earned vacation may not be taken until a minimum of one month of service has been completed. Employees hired on or before the fifteenth of any given month shall be assumed to have earned one day of vacation for that month; employees hired after the fifteenth of any month may not use that month toward computation of the one month minimum of service.
- B. During the first five years of continuous service with the District each confidential classified employee shall receive one day of vacation for each full month in a paid status.
- C. After the completion of five continuous years of service to the District, a confidential classified employee shall earn 1.25 days of vacation for each full month in a paid status for a maximum yearly vacation of 15 days.
- D. After completion of ten continuous years of service to the District, a confidential classified employee shall earn 1.677 days of vacation for each full month in a paid status for a maximum yearly vacation of 20 days.
- E. After completion of fifteen continuous years of service to the District, a confidential employee shall earn 1.834 days of vacation for each full month in a paid status for a maximum yearly vacation of 22 days.
- F. Classified employees shall be paid at the rate that is in effect when the vacation is taken.

**Section III - continued**

- G. Vacations are not accumulative and must be taken in the fiscal year following the year earned. In any case where the District and the employee agree that vacation will not be taken in the foregoing manner, the employee shall receive cash compensation for the days of vacation earned but not taken. The cash compensation shall be paid on the first warrant after June 30 of the fiscal year following the year in which the vacation was earned.
- H. A confidential employee terminating for any reason after the completion of the initial six months of employment shall be paid for any unused vacation earned. Such payment shall be at the rate in effect on the employee's last working day before termination.
- I. Vacations shall be scheduled by the District with consideration being given to the needs of the District and the preference of the employee. All vacations must be approved in advance. When two or more employees in the same department apply on the same day for vacation for the same period of time, preference shall be given to the senior employee(s) if at least one but not all such employees can be granted vacation for such period of time.
- J. If one or more holidays fall within a scheduled vacation period, vacation will not be charged on the day designated as a holiday.
- K. Employees assigned to positions of fewer than twelve months must take vacation during the period between their first and last day of regular paid status.
- L. Part-time hourly employees shall receive vacation pay on a prorated basis.
- M. Employees may interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service, provided the employee supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination to the Department of Human Resources for review.

**400 Holidays**

- A. All confidential employees covered by this Handbook shall be entitled to the following paid holidays, provided they are in paid status during the working day of their normal assignment immediately preceding or succeeding the holiday:
  - Independence Day
  - Labor Day
  - Admission Day Holiday
  - Veterans Day
  - Thanksgiving Day
  - Day after Thanksgiving Day
  - Christmas Day
  - Day during Winter Recess
  - New Year's Day
  - Martin Luther King, JR's Birthday

**Section III - continued**  
Lincoln's Birthday  
Washington's Birthday  
Memorial Day

- B. When any employee is required to work on any of the said holidays, he/she shall be paid one-and-one-half times the normal rate of pay in addition to the regular pay received for the holiday.

**500 Sick Leave**

- A. Full-time classified employees of the District (i.e., not including substitutes and short-term employees) accrue sick leave at the rate of eight hours per each month worked. Hourly employees accrue sick leave on a pro rata basis.
1. Sick leave is accumulative, with no maximum limit set. Accumulated sick leave and the balance of sick leave for the current fiscal year may be used at any time. Should the employee use these days and then leave the employment of the District before the sick leave is earned, a salary deduction will be made on the final salary warrant.
  2. At the beginning of a fiscal year, employees shall be credited with the number of days of sick leave they shall earn that year, except for probationary employees, who are entitled to only six days of sick leave before serving six months.
  3. Notification of illness shall be made directly to the District Human Resource Office at the earliest feasible moment. If the Human Resource Office is not open, notification shall be made to the immediate supervisor at the earliest feasible moment. Notification must occur not later than one-half hour after the start of the work shift in order to be eligible for paid sick leave, unless notification by such time is not feasible.
  4. A statement from a physician verifying the employee's illness may be required by the Human Resources Office. In cases of serious illness or accident, the District may require classified personnel to submit a written release by the doctor before returning to work. The District also reserves the right to require a physical or mental examination, at the District's expense, by a physician designated by the District. Return for limited duty, or less than the normal work schedule, shall not be permitted except where the District, at its discretion, grants specific written permission.
  5. Upon return to work, an employee shall sign the attendance record or attendance form available in the Human Resources Office.
  6. Any classified employee who has been an employee of another California public school district for a period of one calendar year or more, and who is employed by this District within one year of termination from such other District, shall have earned sick leave in the previous district transferred to this District.
  7. An employee who has used all sick leave and is absent due to illness shall have those additional days of absence charged against any accumulated vacation days of compensatory time off accumulated as a result of overtime worked.



**Section III - continued**

8. An illness absence shall be an absence of the classified employee due to illness or disabling condition which prevents the employee from performing his or her assigned functions including: physical or mental illness, medical, dental or psychiatric appointments that cannot be reasonably met during off-duty hours, and any physically disabling condition, including pregnancy disabilities, which prevents the employee from performing assigned duties.
9. Sick leave shall be taken in increments of not less than one hour.
10. Unused sick leave may, under certain circumstances, be converted to service credit at retirement.

**B. Extended Illness Leave (Paid Leave)**

When a permanent employee has been sick for an extended period of time and accumulated sick leave is not available or the employee makes the election provided below, the employee shall be paid fifty percent of the employee's regular salary, whether or not a substitute is employed. This benefit shall apply for up to five calendar months for illness or accident in any fiscal year and only during the period of an employee's regular salary, whether or not a substitute is employed. This benefit shall apply for up to five calendar months for illness or accident in any fiscal year and only during the period of an employee's regular assignment or for no more than five calendar months for the same illness. The five-month period begins for the first illness in any fiscal year on the day of absence following the last day of sick leave earned during the year, except that if the employee has more than twenty days of earned sick leave accumulated, the five month period shall not begin until the twenty-first day of absence. An employee with more than twenty days of accumulated sick leave may elect as of the twenty-first day of absence, or thereafter, to receive this extended illness benefit and not use up his/her remaining accumulated sick leave account while receiving this benefit. Any such election must be in writing. If the election is made after the twentieth day, the period of this extended illness leave benefit shall be reduced by the same number of days as there are between the twentieth day and the day written election is received (E. C. Section 88195).

**C. Industrial Illness and Accident Leave (Paid Leave)**

Permanent employees who are absent from duty because of industrial illness or injury that meets the standards for qualifying for Workers Compensation, and who have been continually employed by the District for at least one year, may be granted up to sixty working days of Industrial Accident and Illness Leave for the same illness or injury. Such leave shall not be accumulative from year to year.

1. An employee shall be deemed to have recovered from an industrial accident or illness and thereby able to return to work at such time as the employee's physician verifies that there has been such a recovery. In the absence of such verification, the District may nonetheless, at its own expense, obtain the opinion of another physician to determine if the employee is able to return to work.
2. When an employee is absent from duties on account of an industrial accident or illness, the employee shall be paid such portion of the salary due such employee for any month in which the absence occurs as, when added to the employee's temporary disability indemnity, will result in a payment to the employee of not more than such employee's full salary.

3. The employee shall endorse to the District the temporary disability indemnity checks received on account of industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.
4. Any employee receiving benefits under this section shall, during the period of injury or illness, remain in the state of California unless otherwise authorized by the District.
5. Reporting industrial accidents and industrial illness shall be the responsibility of the employee so afflicted. Such report shall be made to the District Human Resources Office within twenty-four hours of the time of the accident or the start of the illness, unless exceptional circumstances preclude such notification.
6. Upon termination of the sixty days of leave authorized by this section, and if the absence continues, the employee may use that portion of accumulated sick leave, vacation leave, compensatory time or other paid leaves to maintain income equal to the regular salary paid by the District. However, an employee may not receive income in an amount that exceeds that employee's regular salary.

**600 Personal Necessity Leave**

- A. An employee shall be entitled to use six days of accrued sick leave during each school year in cases of personal necessity.
- B. Personal necessity for which advance authorization not necessary shall include any of the following:
  1. An accident or act of nature involving the employee's property or the person or property of a member of the employee's immediate family or imminent danger to the home of an employee. Such accident or imminent danger must be serious in nature, involve circumstances the employee cannot disregard, and require the attention of the employee during such employee's assigned hours of service.
  2. An illness of a member of the employee's immediate family as defined in this handbook, serious in nature, which under the circumstances the employee cannot disregard, and which requires the attention of the employee during such employee's assigned hours of service.
  3. In the foregoing cases the employee shall notify the District as soon as is reasonably possible.
  4. Personal necessity requiring advance authorization before being absent from duty shall include the following:
    - a. Required court appearances in actions in which the District is not involved or as a witness in a court action pursuant to subpoena.
    - b. Recognized days of observance of an employee's personal faith.

**Section III - continued**

- c. Personal necessity leave for such purposes shall be granted only when attendance at such employee's place of work would make impossible observance of that recognized day by the religious worship called for by the employee's faith.
  - d. Personal business of the employee that is serious in nature includes circumstances the employee cannot disregard, and requires the attention of the employee during assigned work hours. A request for such leave must be submitted three workdays in advance of the requested leave date and shall be limited to no more than two of the total leave days available for personal necessity.
  - e. Leave for purposes of adopting a child or caring for a newborn child.
  - f. The death of a member of the employee's immediate family when the number of days of absence exceeds the limit provided in section IV of this handbook.
5. The following limits the conditions placed upon allowing a personal necessity leave and personal necessity leave pay:
- a. The days allowed shall be deducted from and may not exceed the number of full-pay days of sick leave to which the employee is entitled.
  - b. The personal necessity leave shall not be granted during a scheduled vacation or a leave of absence.
  - c. Payment for such absence
  - d. No personal necessity leave shall be in increments of less than one hour.
  - e. Personal necessity leave shall not be used to compensate any employees whose absence results from participation on a strike, work stoppage, work slow-down or other form of labor disturbance.

**700 Bereavement Leave**

A leave of absence with pay and without deductions from accumulated sick leave, not to exceed three (3) days, shall be granted to an employee when any member of the employee's immediate family dies. In the event of the death of an employee's parent, spouse, or child, said leave shall be up to five (5) days. Two (2) additional days will be granted to an employee if travel of more than three hundred (300) miles one (1) way or out-of-state is required because of the death of any member of the employee's immediate family.

At the discretion of the District, additional days of leave, whether paid or unpaid, for bereavement purposes may be granted by the District.

"Immediate family" is defined, for purposes of bereavement leave, to mean those relatives or step-relatives bearing the following relationships to the employee or the employee's spouse: son, daughter, spouse, mother, father, sister, brother, grandchild, guardian, foster child, foster parent, grandparent, father-in-law, mother-in-law, daughter-in-law, son-in-law, stepchild, uncle, aunt, niece, nephew, or any person living in the employee's household.

At the discretion of the District, other relatives of the employee or employee's spouse may be considered as immediate family by the District for purposes of bereavement leave.

In order to receive bereavement leave benefits, an employee must notify his or her supervisor prior to the start of the employee's regular work shift unless such notification is not feasible. In

such case notification shall be made as soon as is feasible. Upon request, after the return of an employee from bereavement leave, the District may require necessary proof that the employee met the requirements of eligibility for bereavement leave.

**800 Jury Duty**

An employee shall be entitled to up to thirty calendar days of paid leave for jury duty when legally summoned to such duty subject to the conditions stated herein. The District may provide additional jury-leave days beyond the thirty provided above. A copy of the summons to serve as a juror must be submitted to the District Human Resources Office.

In the event a court of competent jurisdiction decrees that under state law the District must provide more than thirty calendar days of paid leave, the District shall change its policies to conform to the law. Upon request of any employee summoned to jury duty, the District shall provide a letter to the employee stating the District's policy with respect to the amount of paid leave allowed.

Any fee received by the employee for service as a juror, except for mileage reimbursement, shall be signed over to the District. A copy of an official court form signed by the court clerk verifying the days and hours of duty rendered must be submitted to the District Human Resources Office. Upon verification of jury service, the employee shall receive his/her regular salary for the period of absence attributable to that service.

On any day when the employee is dismissed from jury service with two or more hours remaining in his/her work shift at the District, or if the employee is not required to report for jury service until two or more hours after the start of his/her work shift, the employee shall report to the supervisor for duty in the District. Any exceptions to the foregoing must be approved by the Vice-President, Administrative Services.

An employee whose work hours in the District are other than 8:00 a.m. to 4:30 p.m. shall be temporarily reassigned to those hours for the duration of that employee's jury service.

**900 Military Service Leave**

When employees are called to temporary military service, they shall be released without loss of salary for the term of temporary duty, not to exceed thirty calendar days in any calendar year. An official copy of the orders requiring the employee's military service shall be provided to the District Human Resources Office in advance of such leave.

**1000 Maternity Leave**

The District shall provide a leave of absence from duty for the employee who is required to be absent from duties because of any disabling condition of a pregnancy, miscarriage, childbirth and recovery therefrom. Such disabling condition shall be as defined in section IV., B., 8., of this handbook. Such leave should be charged to accumulated sick leave. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee's physician and be subject to the approval of the District.

1. A pregnant employee shall provide her immediate supervisor, upon discovering her pregnancy, with a statement from a licensed physician verifying the pregnancy and indicating the expected delivery date. The physician's report shall confirm that the employee is physically able to perform her assigned duties.

**Section III - continued**

2. It shall be the responsibility of the classified employee to have her physician's statement updated periodically, indicating her continued physical ability to perform her duties and anticipated date of departure from her job. Dated reports from the employee's physician should be submitted to the District Human Resources Office no less than every thirty calendar days once the pregnancy is reported.
3. Three calendar weeks prior to the selected date of departure from the job station, the employee shall report to the District in writing whether or not she plans to return to her job station after the delivery of the child.
4. Within ten days after the birth of a child, the employee shall submit to the District a statement from her physician informing the District of the date the physician believes that the employee's disabling condition will no longer prevent her from fulfilling her assigned duties and the time in which the physician believes the employee is physically able to return to her assigned duties.

## **Section IV - NON-PAID LEAVES OF ABSENCE**

### **100 General Provisions**

- A. All leaves described under this section shall be without pay.
- B. Non-paid leaves of absence of five days or less may be approved by the President. All requests for such leaves greater than five days shall be submitted to the Board of Trustees for its consideration. The granting of any such leaves is solely at the discretion of the Board or the President, as the case may be. No non-paid leave of absence shall be granted until an employee's earned vacation entitlement shall have been fully used.
- C. Whenever practicable, a confidential classified employee returning from an approved non-paid leave of absence will be returned to the job classification and position location to which the employee was assigned prior to the approved leave. If it is not practicable to return the employee to the job classification and/or the position location to which the employee was assigned prior to the approved leave, the District will attempt to place the employee into a position as nearly alike as possible to the position the employee occupied prior to the approved non-paid leave of absence.
- D. Employees on approved non-paid leave of absence who accept other employment without prior District approval, in writing, will be in violation of the conditions of such a leave of absence and will be subject to termination of employment with the District.
- E. In any non-paid leave of absence of five days or less, there shall be no elimination of the amount payable by the District toward health and welfare benefits. For any non-paid leave of absence in excess of five days, such benefits shall be reduced pro rata in accordance with the amount of time on leave on comparison with the employee's paid status days per year. If an employee on a non-paid leave of absence in excess of five days wishes to continue dental insurance, health insurance or life insurance coverage, the employee, prior to the last workday of each month of leave, shall pay to the District the pro rata portion of such coverage.
- F. The entire time of unpaid leave of absence in excess of five days shall not be counted toward the calculation of vacation, sick leave, or other fringe benefits. Further, during such period the employee shall retain seniority, but not accrue any additional seniority.
- G. Employees on approved unpaid leave for a period greater than fifty percent of a given fiscal year shall not receive credit for annual salary increment for the year of the leave.

### **200 Course Enrollment**

A non-paid leave of absence for the enrollment of the employee in an accredited institution in a course of study relating to that employee's assignment may be approved by the Board of Trustees.

### **300 Military Service**

Non-paid leaves of absence of military service shall be granted in accordance with the applicable federal and state laws.

### **400 Extended Illness or Injury Laws**

The Board of Trustees may grant a non-paid leave of absence for health reasons to a permanent employee for illness or injury which extends beyond the expiration of all other paid leaves, including extended illness or accident leave. Such leave requests must be accompanied by a statement from a licensed medical doctor describing the condition of the employee's health and

**Section IV - continued**

the minimum period of absence from duty recommended by the physician. Return from extended illness or injury leave will be allowed only upon written approval of a licensed medical doctor. Such written approval must be filed with a notice of the employee's intent to return to work no less than ten working days prior to the planned date of return. A health leave may not exceed six calendar months. The Board of Trustees, at its discretion, may extend the leave twice for up to an additional six months. Such leaves shall not exceed a total of eighteen months. If leave is not granted, or upon the expiration of approved leave of absence without pay, the Board of Trustees shall place the employee on the 39-month reemployment list.

**500 Child Care Leave**

A leave for the purpose of childcare (postmaternity) may be approved by the Board of Trustees upon request of the employee. In no case shall a childcare leave be approved for a period longer than twelve consecutive months. The childcare leave is designed for the postnatal care of an infant and may only be approved for that purpose.

**600 Family Leave and/or Pregnancy Disability Leave**

A classified employee having more than twelve (12) months of service with RCCD, having worked at least 1,250 hours in the past twelve (12) months, may have a right to Family Medical Leave. If eligible for such leave, the employee may be entitled to take up to twelve (12) workweeks of unpaid, job-protected leave in a twelve (12) month period for the birth, adoption, or foster care placement of their child; for their own serious health condition; or to care for their child, parent or spouse. At the employee or District's option, certain kinds of paid and unpaid leaves may be substituted for family leave. When medically necessary, leave may be taken on an intermittent or reduced work schedule. At the discretion of the District, Family Leave may run concurrently with other leaves of absence.

If possible, the employee must provide the District (Human Resources Office) thirty (30) days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for self or family members). For events that are unforeseeable, the employee needs to notify the District (Human Resources Office), at least verbally, as soon as need for leave is learned. Failure to comply with the notice requirements is grounds for, and may result in, deferral of the requested leave. The District may require certification from the District's health care provider before allowing a leave. Under certain circumstances, the District may also require a second or third options (at District expense) and a fitness-for-duty report prior to the employee's return to work

For more information regarding Family Leave and/or pregnancy disability leave, the employee may contact the RCCD Human Resources Office.

**Section V - TERMINATION AND DISCIPLINARY ACTION**

**100 Dismissal, Suspension or Demotion of Permanent Employee**

**A. Causes for Disciplinary Action**

The continued employment of permanent confidential classified employees is contingent upon proper performance of assigned duties and personal fitness. A permanent employee may be demoted, suspended, or dismissed for cause, which shall include, but not be limited to, the following:

1. Unsatisfactory fulfillment of job responsibilities, such as:
  - a. Incompetence or inefficiency.
  - b. Insubordination (including, but not limited to, refusal to do assigned work).
  - c. Willful or persistent violation of the Education Code or policies of the Board of Trustees.
2. Unsatisfactory attendance, such as:
  - a. Abuse of leave privileges.
  - b. Absence or repeated tardiness without authority.
  - c. Abandonment of position.
3. Unsatisfactory personal habits, such as:
  - a. Consuming alcoholic beverages or illegal drugs, including medical marijuana, while on duty.
  - b. Reporting to work under the influence of alcohol or illegal drugs, including medical marijuana.
  - c. Immoral conduct while on duty.
  - d. Conviction of a felony or any crime involving moral turpitude.
  - e. Dishonesty or theft while on duty.
  - f. Discourteous, offensive or abusive conduct or language toward other employees, students or the public while on duty.
  - g. Any conduct inimical to the welfare of the District, the students or the employees thereof.
  - h. Falsification or violation of the Oath of Allegiance or any other District document.
  - i. Engaging in political activity during assigned hours of employment.
  - j. Taking for personal use from any person in connection with work, any fee, gift or other valuable thing when such fee, gift or valuable thing was given in hope or expectation of receiving a favor or better treatment than that accorded other persons.
  - k. Inducing or attempting to induce any person, firm or corporation doing business with the District to give employment to any person.
  - l. Inducing or attempting to induce an employee of the District to commit an unlawful act or to act in violation of any lawful and reasonable departmental or official regulation or order.



**B. Suspension**

The District may suspend a permanent employee without warning when the health and welfare of students or other employees is endangered by the continued presence of the employee in the District.

Suspension of a classified employee for cause may be recommended by the person charged with supervisory responsibility for the employee, pending formal action by the President or his designee and the Board of Trustees. The employee shall be given written notice of the cause therefore, and disciplinary action to be recommended within five (5) working days following the suspension. Whether the employee's pay shall continue during the period of suspension shall be in accordance with law.

**C. Notification Requirements**

Any permanent employee against whom disciplinary action is initiated shall be given written notice by the President or his/her authorized representative. The written notice shall include:

1. Notification of the specific charge or charges against the employee.
2. Statement of the employee's right to a hearing on such charge or charges, and the time within which such hearing may be requested, which shall be not less than five (5) working days after service of the notice to the employee.
3. A Demand for Hearing form, the signing and filing of which shall constitute a denial of the charge or charges and a demand for a hearing. Failure of the employee to file a Demand for Hearing form by the date and time specified in the notice shall constitute waiver of the employee's right to a hearing.

**D. Hearing Procedure**

Employees facing disciplinary action shall be entitled to a hearing. All such hearings shall be conducted by an administrator appointed by the President. The hearing shall be conducted in accordance with all applicable sections of the Education Code. The hearing officer's findings and/or recommendation will be provided to the President, who will make the final. In case of termination, the Board of trustees will make the final decision. The employee will be provided a written copy of the decision.

**E. Rights of Employee During Formal Hearing**

The employee shall attend the hearing and shall be entitled to:

1. Have representation at such hearing.
2. Compel the attendance of any reasonable number of other employees of the District to testify in the employee's behalf.
3. Cross-examine all witnesses appearing against the employee.
4. Present such exhibits and/or other evidence pertinent to the case.
5. Argue the case on the employee's own behalf.
6. The party attempting to substantiate charges against the employee shall be entitled to the same privileges.

## **Section VI - RESIGNATION**

### **100 Letter of Resignation**

If an employee wishes to resign from employment, a letter of resignation should be submitted to the Office of Human Resources, with copies to the employee's immediate supervisor at least two weeks prior to the effective date of resignation. The intended effective date of resignation should be specified in the letter.

### **200 Exit Interview**

The Office of Human Resources may schedule a separation interview with a terminating employee. This interview may be necessary to complete personnel records and close the employee's file.

### **300 Vacation Allowance**

A permanent employee who is dismissed or resigns shall be granted accumulated vacation allowance. The monetary value of accumulated vacation allowance may be paid in lieu of carrying the employee on the payroll. The employee may be entitled to lump sum payment for all earned and unused vacation.

### **400 Salary Reduction**

Employees who terminate employment and have used more than their earned leave shall have their last salary payment reduced accordingly.

### **500 PERS Refund**

An employee with less than five years of credited service who terminates employment with the District and who is not transferring to another agency covered by PERS will have PERS contributions refunded with interest. The employee must initiate the request for refund with the District Payroll Office.

### **600 Additional Service Credit**

At retirement, any unused sick leave accumulated by eligible retirees may be converted to additional service credit. You may receive sick leave credit for each day of unused sick leave certified by your employer. Those eligible for sick leave retirement credit are: continuing employees hired before 7-1-80; and returning employees who 1) had school service credit on deposit on June 30, 1980, and 2) who had not taken a refund of PERS contributions since that time. Classified employees may not receive lump sum settlement for unused sick days accumulated.

## **Section VII - RETIREMENT**

### **100 PERS Membership**

Upon initial employment by the District, provided that the work assignment requires at least fifty percent of an eight-hour day, an employee automatically becomes a member of the Public Employees Retirement System (PERS). In addition to becoming members of PERS, all employees are covered under the Federal Social Security System (OASDI). Employee contributions towards these retirement systems are automatically deducted from each month's salary. In each case, the District also contributes toward the retirement system. Employees shall receive a yearly statement of contributions, interest earned, and years of service credited to their account, from PERS in Sacramento.

### **200 Minimum Age**

The minimum age at which an employee becomes eligible for retirement under PERS is fifty years. The implementation of any alternative retirement program shall be at the sole discretion of the District and shall be in compliance with state laws and the regulations of the Public Employee Retirement System.

### **300 Retirement Income**

The amount of an employee's retirement income from PERS depends upon length of service, age at retirement and average salary for the highest three consecutive years. When contemplating retirement, an employee should notify the Office of Human Resources at least ninety days prior to the requested retirement date. The employee should also check with the Social Security Office, the District Payroll Office and the Public Employee's Retirement System.

### **400 Contributions to PERS**

Employees with five or more years of credited service in PERS who terminate employment with the District before becoming eligible for retirement, and who are not transferring to another agency covered by PERS, have the right to leave their contributions on deposit in return for a retirement allowance when they reach retirement age, or they may withdraw the funds subject to the regulations of the state retirement system.



2. Optional- at employee expense

Additional life, accident, and salary continuation insurances. Also available are products from our section 125 AFLAC. Available are: long and short term disability insurance, accident, cancer and intensive care insurance.

- B. The minimum sum of not less than two thousand two hundred thirty-eight dollars and sixty cents (\$2,238.60) shall be provided by the District for the purpose of purchasing health, dental, and life insurance. In order for an employee to elect not to purchase health insurance coverage from one of the carriers provided by the District, such employee must provide evidence of alternative health insurance coverage before designation of other expenditure from these fringe benefit funds shall be permitted by the District. The employee may elect to have additional life, salary continuation and accident insurance.
- C. Increases in premiums in health, dental and life insurance shall be paid by the District, and said payment by the District shall be at the level for each individual employee which reflects the actual increase in such premiums for the employee.
- D. Employees in an unpaid leave status for more than thirty days may continue participation in the District's medical, dental and life insurance programs by paying the monthly premiums in advance. Arrangements for such coverage and payment thereof must be made with the Risk Management department.

**300 Health Insurance Continuation After Retirement or Resignation**

Any retiree who is eligible to participate in one of the options provided by the District is required to participate prior to the date of retirement. Retirees who are eligible to continue on the District plan at full cost to the retirees are required to pay monthly or annual premiums in advance of the effective date of the coverage period. Under the Consolidated Budget Reconciliation Act (COBRA) former employees may be eligible to continue on the health and dental plan at full cost to the former employee, with monthly or annual premiums payable in advance of the effective date of the coverage.

Classified employees should review the Regulations for Policy 3097 and 4097 for specific details regarding eligibility requirements, procedures, and criteria for continuing health insurance for themselves and their dependents after retirement or resignation.

## **Section IX - MISCELLANEOUS**

### **100 Complaint Procedure**

An individual confidential employee or group's concerns or grievances shall be addressed in the following manner:

- A. The concern shall first be presented to the management employee having direct responsibility over the work of the employee(s) involved.
- B. If a satisfactory resolution cannot be achieved, or if the problem would be exacerbated by such a meeting, an appointment should be requested with the next person in the line of responsibility.
- C. If the problem remains unresolved, a meeting may be requested with the Associate Vice President of Human Resources, who will, if necessary, convene a panel to attempt to bring about a resolution of the problem.
- D. If the problem is not resolved at level C, it can be appealed to the President, and ultimately to the Board of Trustees.

### **200 Right To Join Organization Of Choice**

All classified employees of the District, except confidential and management employees as defined in the Government Code commencing with Section 3540 (SB 160), shall have the right to join organizations of their choice. Membership or non-membership in such organizations shall not affect decisions pertaining to an individual employee.

### **300 Political Activities**

The Board of Trustees recognizes and encourages the democratic right of all employees, as citizens, to participate in political activities that are in accordance with the Federal and State constitutions and statutes. These rights, however, do not extend to partisan campaigning, distribution of political literature or solicitation in any other manner on school property or during hours of employment. Such actions are considered to be in violation of professional standards that must be maintained by college personnel and will constitute cause for appropriate disciplinary action by the Board of Trustees. If there is any doubt of the appropriateness of the material to be distributed, the Office of College Relations and Special Projects should be consulted.

### **400 Smoking By Employees (B. P. Sections 3230, 4230, 6230)**

The regulations for the above noted policies provide that smoking of any form of tobacco or non-tobacco products is prohibited inside of any building including, but not limited to, any restroom or in any closed corridor in any building on the campuses or centers which are part of Riverside Community College District. These policies and regulations apply to employees, students and visitors who use the facilities on the campuses or centers which are part of the District.

### **500 Employee Liability**

No employee of the College District shall be held personally liable for the death or injury to any student enrolled, resulting from the participation of the student in any classroom or other activity to which lawfully assigned as a student of the college, unless negligence on the part of the employee is the approximate cause of the death or injury. Employees are expected to carry out their assignments within established District policy in order to ensure full coverage under District liability insurance provisions.

**600 Professional Growth**

Professional growth is defined as endeavors which are intended to improve skills and job performance. Professional growth achievement steps for salary purposes are granted only upon verification of completion of the work in writing from the accrediting institution, review by the Professional Growth Committee, and the approval of the Board of Trustees.

**700 Staff Development**

A. The coordination of the District's staff development program is the responsibility of the staff development committees, each made up of appropriate employee group representatives. The following committees are provided for comprehensive coordinating purposes:

1. District Advisory Staff Development Committee
2. Management Staff Development Committee
3. Classified Staff Development Committee
4. Faculty Staff Development Committee

B. The primary purpose of the Classified Staff Development Committee is to provide an extensive program for the professional and personal growth of classified staff in order that they may achieve job-related goals and provide a support system for a high quality work environment for employees and a high quality educational environment for students. The program also gives validation of the important role that classified staff have in the success and quality of the educational institution.

**800 Personnel Files**

Personnel files of classified employees shall be maintained at the District office. Such files shall be available for inspection only as set forth in Board Policy and state law. (Education Code Section 88010).

## **APPENDICES**

Note:

The Riverside Community College District is cognizant of the fact that there have been recent changes in the statute and regulation related to the following Board Policy:

Appendix C = “Drug Free Workplace”

The revised policy will be distributed campus-wide and will be included in the subsequent publication of this handbook. Any implementation of this policy shall be in accordance with the current legal requirements.



**APPENDIX A**

**Oath of Allegiance**

In accordance with statutory requirements, the following Oath of Allegiance shall be required of person employed by the Riverside Community College District.

State of California)

County of Riverside)

I, \_\_\_\_\_, do solemnly swear

(Type or print name)

(or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will faithfully discharge the duties upon which I am about to enter.

\_\_\_\_\_  
Signature of Employee

Subscribed and sworn

to before me this

\_\_\_\_ day of \_\_\_\_\_

19\_\_\_\_.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title

Government Code

Title I

Division 4

Chapter 8

Section 3100-3109

**DESIGNATION OF BENEFICIARY  
(GOVERNMENT CODE SECTION 53245)**

TO: RIVERSIDE COMMUNITY COLLEGE DISTRICT

FROM: \_\_\_\_\_ Classification:

(Please print name)

	Full-time Instructor	_____
	Part-time Instructor	_____
Social Security No. _____	Classified Employee	_____
	Certified Management	_____
	Classified Management	_____

In the event of my death, I hereby designate \_\_\_\_\_(Please print)  
as the person entitled to receive all warrants or checks that will be payable to me from the RIVERSIDE  
COMMUNITY COLLEGE DISTRICT.

Said person is my: ( ) husband; ( ) wife; ( ) parent; ( ) child;

( ) other \_\_\_\_\_. The beneficiary may be identified as follows:

Beneficiary's Date of Birth \_\_\_\_\_

Beneficiary's Occupation \_\_\_\_\_

Beneficiary's Social Security Number \_\_\_\_\_

Beneficiary's Driver's License Number \_\_\_\_\_

Beneficiary's Residence \_\_\_\_\_

Date: \_\_\_\_\_ Employee's Signature \_\_\_\_\_

Government Code **DESIGNATION OF PERSON TO RECEIVE WARRANTS OR CHECKS  
UPON Section 53245 DEATH OF EMPLOYEE**

Any person now or hereafter employed by a county, city, municipal corporation, district, or other public agency may file with his appointing power a designation of a person who, notwithstanding any other provision of law, shall, be entitled on the death of the employee, to receive all warrants or checks that would have been payable to the decedent had he survived. The employee may change the designation from time to time. A person so designated shall claim such warrants or checks from the appointing power. On sufficient proof of identity, the appointing power shall deliver the warrants or checks to the claimant. A person who received a warrant or check pursuant to this section is entitled to negotiate it as if he were the payee.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DRUG-FREE WORKPLACE

It shall be the policy of the Riverside Community College District, in order to comply with the Federal Drug-Free Workplace Act of 1988 and the California Drug-Free Workplace Act of 1990, to provide a drug-free workplace for its employees. The unlawful manufacture, distribution, dispensing, possession or use of any controlled substance in the workplace, including but not necessarily limited to any building, property, facility, or satellite center of the District, is strictly prohibited. Violators of this policy shall be disciplined.

Recommended: \_\_\_\_\_

Submitted to Board for First Reading \_\_\_\_\_

Approved by Board \_\_\_\_\_

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Regulations for Policy 3115/4115, Drug-Free Workplace

I. Regulations

In order to establish and maintain a drug-free workplace, the Riverside Community College District has developed the following regulations to implement the Drug-Free Workplace Policy adopted by the Board of Trustees.

- A. The unlawful manufacture, distribution, dispensing, possession or use of any controlled substance in the workplace is strictly prohibited.
- B. Pursuant to the Federal Drug-Free Workplace Act, employees must notify the District “of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.” This Act also requires that the District notify the federal contracting or granting agency within ten (10) days of receipt of notice that an employee has been convicted of any criminal drug statute for a violation occurring in the workplace.
- C. Pursuant to both the federal and state Acts, continued employment is expressly conditioned upon employee compliance with the terms and conditions of the District’s Drug-Free Workplace Policy and these regulations. Any employee who fails to comply shall be subject to disciplinary action, up to and including termination.
- D. Pursuant to the Federal Drug-Free Workplace Act, the District is legally required to, within thirty (30) days of receiving notice that an employee has been convicted of any criminal drug statute for a violation occurring in the workplace, discipline the employee and/or require that the employee satisfactorily participate in a drug abuse assistance or rehabilitation program.
  - 1. In light of the above, conviction of any criminal drug statute for a violation occurring in the workplace shall be grounds for disciplinary action up to and including termination for a first offense.
  - 2. In the event that the District, at the District’s sole discretion, decides to impose discipline short of termination in response to a conviction of any criminal drug statute for a violation occurring in the workplace, the District may require that the employee satisfactorily participate in a drug abuse assistance or rehabilitation program as a condition of continued employment.

II. Implementation

Implementation of the District’s Drug-Free Workplace Policy shall include the following steps:

- A. Notification to employees of the District’s Drug-Free Workplace Policy and its provisions.
  - 1. All new and existing employees will be provided with a copy of the District’s Drug-Free Workplace Policy.
  - 2. The District’s Drug-Free Workplace Policy will be distributed to all employees following any revisions to the Policy or the regulations.

3. Acknowledgement of receipt of the District's Drug-Free Workplace Policy shall be signed by each employee and maintained in his/her personnel file.
- B. Establishment of a drug-free awareness program to inform employees of:
1. The dangers of drug abuse in the workplace;
  2. The District's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation, and employee assistance programs; and
  4. The penalties that may be imposed upon employees for drug abuse violations.
- C. The following programs, intended to inform employees of the dangers of drug abuse in the workplace, are available to all employees:
1. Twelve Step programs are available on campus including Alcoholics Anonymous and Narcotics Anonymous.
  2. Campus Awareness System- a 24-hour audio tape system is available. Several pre-recorded messages related to substance abuse and recovery are provided. The available topics and three digit codes for this system are available in the District's Health Services Office. Employees may call (909) 684-0047 to access the system.
  3. Red Ribbon Week- held in October and sponsored by ASRCC promotes a drug-free lifestyle. Weeklong events include inviting speakers from community agencies, and combining a drug-free message to the community through popular events like the blood drive and Halloween Town. Red Ribbons are given to faculty, staff, and students to wear for the week signifying their support of a drug-free environment.
  4. Participation in the American Cancer Society's Great American Smokeout program.
  5. Activities for Alcohol Awareness Week each March.
  6. HIV Prevention activities incorporate education about substance abuse related to HIV.
- D. Employee assistance is available through drug counseling, rehabilitation, and the District's major health care providers. Individuals requiring such support may contact the District's Health Services Office or contact the office of their individual medical insurance carrier. The District's Health Services Office provides referrals related to chemical dependency.