

**MEMORANDUM OF UNDERSTANDING BETWEEN  
LOS RIOS COMMUNITY COLLEGE DISTRICT  
AND  
LOS RIOS SUPERVISORS ASSOCIATION**

**Probation Language Clean-Up MOU  
September 2023**

The current language in the LRSA collective bargaining agreement currently has inconsistencies around Probation.

It is recommended that LRSA and LRCCD amend the language in Article 5 as shown below. In addition, the Report of Job Performance – Supervisors will be updated to reflect the changes in this MOU.

5.2 Appointment/Probation

5.2.1 Each person appointed to a regular supervisory position shall serve a probationary period of six (6) months or 130 days of paid service, whichever is longer. (Ex. Employees that are less than 12 months, or for those working a 4/40 schedule, paid days of service will be counted for probationary evaluation purposes.) However, as specified in Education Code 88120, a Police Sergeant shall serve a probationary period of not less than one (1) year of paid service from their date of appointment to that full-time position. At designated times during the probationary period, the performance of the unit member shall be reviewed by those having the responsibility for recommending permanent status. Failure by the District to timely reject on probation a unit member at the end of the probation period shall automatically result in that unit member gaining permanent status. ~~(Education Code 88010)~~

5.3.5 Employment Status

5.3.5.1 A unit member reassigned or transferred to a position of the same classification shall retain permanent status in that classification if permanent status has been acquired. When a unit member who has not completed a ~~one year~~ six (6) month probationary period, or a Police Sergeant has not completed a one (1) year probationary period, with the District is granted a transfer or reassignment to a position of the same classification, that person will complete the remainder of ~~his/her~~ their initial probationary period in the new assignment and will be considered permanent at the conclusion of ~~one (1) full year~~ six (6) months, or one (1) year for Police Sergeants, of service with the District.

5.3.5.2 A regular unit member who is voluntarily transferred or reassigned to a regular position in a different classification within the same salary range shall serve a conditional (probationary) period of six (6) months. The person's work performance will be evaluated periodically (at least ~~once~~ twice) during this conditional period. In the event the unit member is unsuccessful in the new position, the individual shall be entitled to reinstatement in ~~his/her~~ their former

position or a position in the former classification, if the unit member held permanent status in the former position and had received satisfactory evaluation. This section will apply even if this action results in a layoff. When a unit member who has not completed a ~~one year~~ six (6) month probationary period with the District, or a Police Sergeant has not completed one (1) year with the District, is granted a transfer or reassignment to a different classification within the same salary range, that person will complete his/her/their initial probationary period in the new assignment and will be considered permanent in the classification into which the unit member was originally appointed at the conclusion of ~~one (1) full year~~ six (6) months of service with the District, or one (1) year of service with the District for a Police Sergeant. The unit member will serve an additional conditional (probationary) period in the new assignment that when added to the remainder of his/her/their initial probationary period will equal ~~one (1) year~~ six (6) months, or one (1) year for a Police Sergeant. The unit member will be considered permanent in the new assignment only after completion of the conditional period of ~~one (1) year~~ six (6) months, or one (1) year for a Police Sergeant, including the overlap from the original probationary period.

- 5.3.5.3 A regular unit member who is promoted to a regular position of higher classification shall serve in a conditional (probationary) period of six (6) months ~~one (1) year~~. The person's work performance will be evaluated periodically (at least twice) during this conditional period. In the event the unit member is unsuccessful in the new position, the individual shall be entitled to reinstatement in his/her/their former position or a position in the former classification, if the unit member held permanent status in the former position and had received satisfactory evaluations. This section will apply even if this action results in a layoff. When a unit member who has not completed a six (6) month ~~one year~~ probationary period with the District, or one (1) year for a Police Sergeant is granted a transfer or reassignment to a regular position of higher classification, that person will complete his/her/their initial probationary period in the new assignment and will be considered permanent in the classification into which the unit member was originally appointed at the conclusion of six months ~~one (1) full year~~ of service with the District, or one (1) year for a Police Sergeant. The unit member will serve an additional conditional (probationary) period in the new assignment that when added to the remainder of his/her/their initial probationary period will equal six (6) months or one (1) year for a Police Sergeant. The unit member will be considered permanent in the new assignment only after completion of the conditional period of six (6) months or one (1) year for a Police Sergeant, including the overlap from the original probationary period.

#### 5.4.4 Evaluation Processes

- 5.4.4.1 Unit members who have completed an initial six (6) months period or one-year probationary period for a Police Sergeant ~~period~~ satisfactorily shall have a performance evaluation every two (2) years prior to their anniversary date. The evaluation has as a major goal the improvement of services in support of the educational program. If performance deteriorates before the two-year anniversary date, a special evaluation may be conducted.

- 5.4.4.2 The purpose of the performance evaluation is to reflect the unit member's proficiency in the job; promote self-improvement; develop leadership; assist unit members to meet full potential; identify the areas in which the individual is performing satisfactorily, as well as the areas where improvement is desirable; identify department goals and objectives; establish goals and objectives for the supervisor for the ensuing year; determine how well the pre-established goals and objectives were met; and meet legal requirements.
- 5.4.4.3 Probationary unit members shall be rated two (2) times in the first six months of employment, usually at the end of the third and fifth months of employment. The final rating will carry a recommendation regarding status for the supervisory employee.

### 13.10 Police Uniforms

- 13.10.4 A uniform allowance of \$725 shall be provided to each Sergeant for each fiscal year after the first year. Sergeants who have completed their probationary period shall receive the uniform allowance in monthly installments of \$60.42 through the District's normal payroll process and they may choose which vendors to purchase the uniform items from.

### 8.8 Catastrophic Illness or Injury Leave Program

- 8.8.3 Eligible Employee  
An eligible unit member is a permanent employee of the District who is not receiving benefits under the District's Industrial Accident program and who is not eligible for or receiving benefits from the District's Disability Income Protection program. To receive benefits from the Catastrophic Illness or Injury Leave Program, an eligible employee must be vested in the Catastrophic Illness or Injury Leave Program, pursuant to Section ~~1.4.18.8.17~~, and not be in their initial new hire probationary status. An eligible employee is further defined as an employee who due to catastrophic illness or injury is in less than full pay status.
- 8.8.4 Immediate Family  
The immediate family of a unit member for the purposes of the Catastrophic Illness or Injury Leave Program is defined as: mother, father, son, daughter, step-son, stepdaughter, grandparent or grandchild of the unit member; spouse or domestic partner of the unit member; son or daughter of the domestic partner of the unit member; brother or sister of the unit member; or legal dependent of the unit member.
- 8.8.5 Eligible Leave Credits  
Eligible leave credits are accrued, unused vacation hours vested to a permanent unit member or a new hire probationary unit member who has completed six (6) months or more of service.
- 8.8.6 Catastrophic Illness or Injury Leave Bank

A Catastrophic Illness or Injury Leave Bank shall be maintained by the District as follows:

8.8.7 Donations

A permanent unit member or a new hire probationary unit member who has completed six (6) months or more of service may donate accrued, unused vacation leave to the Catastrophic Illness or Injury Leave Bank. Donations must be in a minimum block of three (3) hours but not more than forty (40) hours per solicitation. A donation once made shall be irrevocable. Donations may only be made upon an official solicitation by the District.

8.8.8 Probationary Employee Restriction

A new hire probationary unit member who has completed six (6) or more months of service may donate to the Catastrophic Illness or Injury Leave Bank but is not vested in the Catastrophic Illness or Injury Leave Program until he or she satisfactorily completes his or her probationary period. In the event the probationary unit member does not complete his or her probationary period, his or her vacation donation will be restored to the unit member.

8.8.16 Application for Catastrophic Illness or Injury Leave

An eligible unit member who is vested in the Catastrophic Illness or Injury Leave Program and who has satisfactorily completed his or her~~their~~ new hire probationary period may apply for Catastrophic Illness or Injury Leave by submitting an application for such leave to the Director of Human Resources. Applications for Catastrophic Illness or Injury Leave will be reviewed and acted upon by the Catastrophic Illness and Injury Committee. In order for an application to be acted upon, a Release of Medical Information form must accompany the application.



Mario Rodriguez, Executive Vice Chancellor,  
Finance & Administration

09/21/2023

Date



Carrie Bray, Associate Vice Chancellor, Human  
Resources

09/13/2023

Date



Cindy Velez, LRSA President

09/15/2023

Date



Katie DeLeon, LRSA Treasurer

09/13/2023

Date