



*STATE CENTER
COMMUNITY COLLEGE DISTRICT*

AND

*ITS
PEACE OFFICERS' ASSOCIATION
AGREEMENT*

JULY 1, 2017 – JUNE 30, 2020

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ARTICLE 1
TERM OF AGREEMENT

- A. This agreement between the State Center Community College District (hereinafter referred to as "District"), its successor and/or affiliates and the Peace Officers' Association (hereinafter referred to as "POA") is effective for three (3) years from July 1, 2017, and shall remain in full force and effect until the later of the close of the workday June 30, 2020, or until a successor agreement is in effect.

- B. This agreement shall supersede any rules, regulations, policies, or practices of the POA, District, Board of Trustees, or the Personnel Commission which shall be contrary to or inconsistent with its terms as it pertains to the bargaining unit members only.

- C. This shall constitute the full and complete agreement between both parties and shall supersede and cancel all previous agreements and memorandums of understanding, both written and oral. This agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, written mutual consent of the parties.

ARTICLE 2 RECOGNITION

The District recognizes the POA as the sole and exclusive representative of those members of the bargaining unit enumerated in the certification by the Public Employment Relations Board and the parties to this Agreement voluntarily agree not to seek a change in the unit during the term of the Agreement and shall make good faith efforts to resolve new or changed position designation disputes prior to such disputes being submitted to the Public Employment Relations Board for a decision.

ARTICLE 3 SEVERABILITY

Savings Clause: If, during the life of this Agreement, any law or any order issued by a court or other tribunal of Competent Jurisdiction other than the District, shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provisions shall be inoperative so long as such law or order shall remain in effect, but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. In the event of suspension or invalidation of any Article or Section of this Agreement, the parties shall meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 4
SUPPORT OF AGREEMENT

- A. During the term of this Agreement, the District agrees not to negotiate with any other organization, any individual unit member, any association officer, or any POA staff representative on matters about which POA is the exclusive representative and which is within its scope of representation. POA agrees to negotiate only with the representative officially designated by the District to act on its behalf and agrees neither POA, its officers or agents will attempt to negotiate privately nor individually with the Board, any individual Board member, or any person not officially designated by the Board as its representative.

- B. POA and the District will make good faith attempts to resolve any issues or differences which arise from time to time between the parties.

ARTICLE 5
EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District.

**ARTICLE 6
WAIVER CLAUSE**

- A. This Agreement shall constitute the full and complete commitment between both parties. This Agreement may be altered, changed, added to, deleted from, or modified, only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Except as otherwise provided in this Agreement, the District and POA expressly waive and relinquish the right to bargain collectively on any matter:
 - 1. Whether or not specifically referred to or covered in this Agreement;
 - 2. Even though not within the knowledge or contemplation of either party at the time of negotiations;
 - 3. Even though during negotiations the matters were proposed and later withdrawn.
- C. All federal and state laws or rules, mandatorily affecting classified employees and not included in this contract will have the same force and effect as those spelled out in full.
- D. Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.
- E. The Board shall have the exclusive right to determine the impacts and effects of matters outside the scope of representation as permitted by the Educational Employment Relations Act.

ARTICLE 7
DISTRICT/POA RELATIONS - POA RIGHTS

Peace Officers' Association shall have the following rights:

- A. On condition that the District's work is not affected, POA shall have the right of access to bargaining unit members outside of their work hours.
- B. POA may use bulletin boards designated for its use in appropriate places. All items to be posted shall be officially authorized by the POA chapter president, and shall bear the date of posting and the date of removal. A copy shall be provided to the Chief Human Resources Officer, or his/her designee, prior to posting. POA is limited to the use of no more than one-fourth (1/4) of any one designated bulletin board at any one time.
- C. POA communications placed in staff mailboxes shall bear the letterhead of POA and the date of distribution. Only those communications officially authorized by the POA chapter president shall be placed in staff mailboxes. A copy of each communication shall be provided to the Chief Human Resources Officer, or his/her designee, prior to distributing. POA shall be provided without charge a mailbox at the police department and shall be permitted reasonable use of the school mail system.
- D. POA shall be supplied quarterly with a list of its bargaining unit members. The list shall contain the name, present classification, date of hire, home address, and primary contact phone number.
- E. POA shall pay for its own supplies whenever the use of District equipment is approved for producing POA materials. POA shall pay a reasonable fee for such use. The fee shall be established by the District administration and shall be the same fee charged for all non-District materials, comparable to commercial fees. District requirements shall at all times have priority over that of POA.
- F. Upon written request, POA will have the right to use institutional facilities at reasonable times, without charge, for the purpose of meetings concerned with the exercise of the rights guaranteed by law, depending upon availability of space, and in conformity with the Civic Center Act. POA will be expected to maintain the cleanliness of the facilities after use and pay for any associated costs related to the use of District facilities such as cleaning, overtime wages, etc.
- G. Unit members shall not be given time off work for meetings of POA unless approved by the Chief Human Resources Officer, or his/her designee.
- H. POA shall furnish annually, and update as required, a list of all officials and representatives authorized to act on POA's behalf within seven (7) days of election or appointment. The list shall show name, title, and phone number. The District agrees to grant authorized officials and representatives access to the District to transact official POA business.

- I. Release Time for processing Grievances: Reasonable release time shall be made available for the express purposes set forth in the Educational Employment Relations Act. Each time a designee is to be released from his/her job assignment to assist another unit member with a grievance:
 - 1. The designee shall complete an absence slip and have it approved by the Chief of Police, or his/her designee.
 - a. In order for the designee to be released, he/she shall give the Chief of Police, or his/her designee, three (3) days' prior notice before leaving his/her workstation.
 - b. In cases of bonafide emergencies necessitating POA assistance, the designee shall be released.
 - c. Release time shall not be provided for a grievance investigation and/or preparation.
 - 2. The POA President shall authorize the designee who may request release time.
 - 3. The POA President shall request release time from the Chief Human Resources Officer, or his/her designee, prior to the release time.
 - 4. The Chief Human Resources Officer, or his/her designee, shall request release time from the Chief of Police, or his/her designee, prior to the release time.
 - 5. The designee shall notify the Chief of Police, or his/her designee, that he/she is assisting prior to giving any assistance.
 - 6. The POA President and the Chief Human Resources Officer, or the Director of Human Resources, shall serve as designees for the purposes of such release time.
- J. Release Time for Negotiations: POA shall have the right to designate unit members, the number to be determined by the ground rules, who shall be given mutually agreed upon released time to participate in meet and negotiate sessions.
- K. If, at the request of the District, a POA bargaining unit member is participating in a District convened meeting, release time is to be granted outside of that specified in this article.
- L. POA shall be granted up to forty (40) hours of release time each year which can be used by POA Officers (President, Vice-President, Secretary, and Treasurer) to conduct or attend official conferences, meetings, or training sessions as approved by the Chief Human Resources Officer, or his/her designee.

ARTICLE 8
ORGANIZATIONAL SECURITY

DUES AND AGENCY FEES

- A. POA shall have the right to have membership dues and service fees deducted for members in the bargaining unit.
- B. The District shall deduct, in accordance with the POA Dues and Service Fee Schedule provided to the District, dues from the wages of all employees who are members of POA on the date of execution of this Agreement, and who have submitted dues deduction authorization forms to the District.
- C. The District shall deduct dues, in accordance with the POA Dues and Services Fee Schedule, from the wages of all employees who, after the date of this Agreement, become members of the POA and submit a dues authorization form.
- D. All employed unit members who are not POA members and who elect not to initiate a dues deduction authorization form shall pay service fees in an amount no greater than the current POA dues. The service fees must not support Association activities beyond the Association's representational obligations. Any dispute between a unit member and the Association over the amount of the service fees must be expedited by the Association and must be consistent with current law. Such service fees may be paid by the unit member by submitting a service fees deduction authorization form to the District, by direct annual payment to the POA by October 1st of the current fiscal year in lieu of having such fees deducted, or by involuntary deduction from wages pursuant to Education Code Section 88167(b) which is the sole remedy in this Article for failure to voluntarily pay the service fees. POA shall provide the District with a list of unit members who have paid service fees in lieu of having fees deducted by November 1st of each year. The list shall contain the name, present classification, home address, and primary contact number of the unit member.
- E. New unit members, within thirty (30) days from the commencement of actual employment, must submit a dues or service fee deduction authorization form, or shall pay an amount no greater than the current POA dues directly to the POA. Failure to do either shall mean involuntary deduction from wages pursuant to Education Code Section 88167(b) which is the sole remedy in this Article for failure to voluntarily pay the service fees.
- F. Notwithstanding any other provision of this Article, any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment; except that such unit member is required, in lieu of payment of dues or service fees to POA, to pay sums equal to such service fee to a nonreligious, nonlabor organization, charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, and chosen by such unit member from the following list of such funds: State Center Community College District Foundation, Fresno County Peace Officers Memorial

Foundation Inc., or Marjaree Mason Center.

1. Proof of payment to any fund shall be made on an annual basis to the POA.
 2. Any dispute over the eligibility of a unit member shall be resolved at any step in the following procedure: (1) investigation by the association; (2) meeting(s) between the association and the unit member; (3) meeting(s) involving the District, the Association and the unit member; and (4) the Grievance Procedure of this Agreement.
- G. POA shall indemnify and hold the District harmless from any and all claims, demands, or suits, or other action arising from the organizational security provisions contained herein.

ARTICLE 9
DISTRICT/POA CONSULTATION COMMITTEE

- A. The District and POA agree that communications involving administration of this contract, excluding grievances, and/or negotiable matters, may be facilitated by consultation meetings. The committee shall consist of up to three (3) members from each party.
- B. Either party may request a consultation meeting where it is believed that a resolution of a problem or problems may be feasible.
- C. The party requesting such a meeting shall submit an agenda with sufficient detail to allow an understanding of the problem to be discussed or resolved; and, the date, place, and time requested. The receiving party shall, within three (3) working days, notify the requesting party of agreement or non-agreement to the meeting. Meetings shall be held at times agreeable to both parties. Minutes shall be approved at the next meeting by both parties.
- D. Orientation sessions on this agreement for bargaining unit members will be held during regular working hours; time, date and place to be determined by the District/POA Consultation Committee.

ARTICLE 10
MANAGEMENT RIGHTS AND RESPONSIBILITIES

- A. POA recognizes and agrees that the Board, on its own behalf and on behalf of the electors of the District, retains and reserves unto itself, limited only by Articles of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it, expressed or implied, by the laws and the Constitution of the State of California and of the United States.
- B. POA recognizes and agrees that the exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then, only to the extent such specific and express terms are in conformance to the Constitution and laws of the State of California and the Constitution and laws of the United States.
- C. POA recognizes and agrees that the District's powers, rights, authority, duties and responsibilities include, but without limiting the generality of the foregoing, the exclusive right to manage, plan, organize, staff, direct and control; to decrease and increase the work force; to establish and change standards; to determine solely the extent to which the facilities of any department therefore shall be operated, and the outside purchase of products or services (such purchases of products or services shall not be the reason for a reduction in present allocated positions held by unit members); the right to introduce new, or improved methods and facilities; and, to otherwise take any action desired to run the entire operation efficiently, except as modified by this Agreement.
- D. POA recognizes and agrees that the District retain its rights to amend, modify, or suspend policies and practices referred to in this Agreement in case of emergency. Emergency to be defined as: an act of God, a natural disaster, or other dire interruption of the District's programs. When an emergency is declared, the District shall immediately notify and consult with POA. The determination of whether or not an emergency exists is solely within the discretion of the Board.
- E. The District may contract out bargaining unit work as permitted by statute and to the extent such contracting out of unit work does not violate the Education Code or the Educational Employment Relations Act. The District shall immediately notify and meet to discuss with POA.

ARTICLE 11
PROBATIONARY PERIOD

- A. After serving a probationary period of one (1) calendar year, a unit member shall thereupon be designated as a permanent employee.
- B. Notwithstanding any other provision in this Agreement, any time a probationary unit member is on any paid or unpaid leave, the time the probationary unit member is absent shall be excluded from satisfying the number of required workdays in any unit member's probationary period and constitute a break in the probationary period.
- C. No lateral transfers may take place during a unit member's probationary period.

**ARTICLE 12
HOURS OF WORK**

- A. Upon initial employment and upon each change in classification thereafter, each classified unit member shall be provided his/her classification specification, salary data, assignment or work location, together with duty hours and the prescribed workweek. The salary data shall include the annual, monthly or pay period, daily, hourly, overtime, and differential rate of compensation, whichever are applicable. The unit member shall sign and date the electronic form. The form shall be stored electronically and may be accessed by the District or the unit member at any time.
- B. The State Center Community College District Police Department is operational 24 hours a day, 365 days a year.
- C. Police Officer and Sergeant Work Shifts and Work Schedules: Work periods, shifts and schedules shall be assigned by the Chief of Police, or his/her designee. Work shifts and days off may either be fixed or rotated. In assigning work periods and schedules, the Chief of Police, or his/her designee, shall make a reasonable effort to provide the assignment in an equitable and impartial manner with due consideration to departmental and District needs. Unit members shall be assigned their work shifts based on seniority. Work shifts will be six (6) months in duration unless changed by the Chief of Police, or his/her designee, for reasons pertaining to operational necessity. Unit members will be allowed to select the same work shift twice in a row, but must select a different work shift for the third rotation. No unit member will be required to be assigned duty on the graveyard shift for more than two successive rotations. Unit members may trade work shifts by mutual agreement with the approval of the Chief of Police, or his/her designee.
- D. Work Day: The length of the work day shall be designated by the District for each classified assignment in accordance with the provisions set forth in this agreement. Non-exempt unit members are required by Federal statute to record the hours worked each day. For purposes of timekeeping, unit members will certify each pay period indicating hours worked or an exception to his/her schedule. The method of timekeeping records will be determined by the District. The District maintains the right to improve and/or automate the timekeeping recording system.
- E. Work Week: The District agrees to establish the work week for unit members as being any of the combinations below. The length of any unit member work day shall be established by the Board in compliance with the law for each unit member relative to the needs of the District. Temporary flex week hours may be granted at the unit member's request with approval of the Chief of Police, or his/her designee. Nothing in this section shall prohibit the District from implementing some other flexible schedule.
 - 1. Five (5) days of eight (8) hours per day within a one-week work period; or
 - 2. Four (4) days of ten (10) hours per day within a one-week work period; or
 - 3. 9/80 within a two-week work period.

- F. Changes in Work Schedule: When the needs of the District require, the Chief of Police, or his/her designee, may alter a unit member's assigned days off or work hours. The unit member shall be given a minimum of two (2) weeks' notice, except in cases of emergency as determined by management.
- G. Overtime: Bargaining unit members shall be entitled to one and one-half (1-1/2) times the unit member's regular rate of pay pursuant to the applicable provisions of the Fair Labor Standards Act and the Education Code 88027. Unit members cannot work overtime without prior approval of the Chief of Police, or his/her designee.
- H. Overtime Distribution: Except for assignments that require special knowledge, skills, and/or rank, voluntary overtime shall be assigned to those unit members desiring to work overtime on a rotational basis, starting with the most senior unit member receiving the first such assignment, the next most senior unit member receiving the second assignment, and rotating on that basis until all unit members desiring to work overtime have received an assignment, at which time the process shall rotate back to the most senior unit member. A unit member is free to decline an offer of voluntary overtime, but such action will result in skipping of the unit member until the complete rotation is completed if the unit member was provided one day advance notice of the overtime.

Mandatory overtime may be assigned, on a rotational basis to the least senior unit members when no unit member desiring overtime is available, on the same basis as for voluntary overtime. However, in the event that a six (6) hours' notice is not possible, upon approval of management, Sergeants will have the right to assign overtime as needed.

In the event of mandatory assignment of overtime, a unit member may elect to take compensatory time off in lieu of cash compensation for overtime work, unless the Chief of Police, or his/her designee, determines the election to be disruptive to the department work or one which creates a financial problem for the department. Compensatory time off shall be granted at the appropriate overtime rate and shall be taken during the same fiscal year as it was earned, except in any case where such utilization of compensatory time off would violate any State or Federal law. No unit member shall be allowed to receive compensatory time off in excess of 240 hours. Payment for any hours remaining shall be made by June 30th of that same fiscal year.

- I. Shift Differential Compensation: Any unit member required to work four (4) or more hours per day between the hours of 6:00 p.m. and 12:00 midnight will be paid an additional seven and one-half percent (7-1/2%) of the regular rate of pay for the entire month, providing the assignment is one-half (1/2) or more of the working days in the month. Any unit member required to work four (4) or more hours per day between the hours of 12:00 midnight and 6:00 a.m. will be paid an additional ten percent (10%) of the regular rate of pay for the entire month, providing the assignment is one-half (1/2) or more of the working days in the month.
- J. Split Shift Differential: If a unit member's assigned shift contains one (1) or more periods of unpaid time that exceed two (2) hours, unless mutually agreed, the unit member shall be paid a shift differential of five percent (5%) above the regular rate of pay, for all hours worked for

the month providing the assignment is for more than one-half (1/2) the working days in the month.

- K. Lunch Periods: The District will provide all unit members scheduled to work more than a four (4) hour shift with a lunch period. The District shall establish the length of time for such lunch periods but for not less than one-half (1/2) hour.
- L. Rest Periods: The District will provide one paid fifteen (15) minute rest period for each four (4) hours of work. The Chief of Police, or his/her designee, will schedule the rest period, which should normally be in the middle of each four (4) hour work period. Rest periods shall not be used to arrive late or leave early. Rest periods may not be combined with or added to lunch periods to create a longer lunch period.
- M. Court Time: After approval of the Chief of Police, or his/her designee, unit members required to appear in court on a day in which the unit member is not scheduled to work, shall receive a minimum of two (2) hours of pay compensated at one and one-half (1 ½) times the unit member's regular rate of pay. Hours worked in excess of two (2) hours shall be paid in fifteen (15) minute increments until the unit member has completed the court appearance. When appearing in court, unit members may use a District vehicle for transportation if one is available, as determined by the Chief of Police or his/her designee.
- N. Minimum Call-in Time: A unit member required to work on a day when the unit member is not scheduled to work shall receive a minimum of three (3) hours pay at the appropriate rate. This does not apply to pre-scheduled overtime. If the unit member is called to work, but it is performed off-campus (such as by remote device), the unit member shall be guaranteed a minimum of one (1) hour of work. However, this does not apply to work performed in de minimis time.

**ARTICLE 13
WORK LOCATION**

- A. Work location is defined as that of the geographical area of the District.

- B. Mileage for Unit Members: A unit member required to change work sites during his/her normal work day will be granted sufficient time for travel between work sites and will be paid for time spent traveling to and from the work sites. If the unit member uses his/her personal vehicle, then he/she will be reimbursed for miles traveled per Board policy. If the unit member uses a District vehicle, then he/she will not be reimbursed for miles traveled per Board policy.

ARTICLE 14
UNIFORMS, EQUIPMENT, AND PERSONAL PROPERTY

- A. Uniforms and Equipment: Because of the nature of their assigned duties, police officers are required to wear uniforms and equipment. Upon termination, all department issued uniforms and equipment shall be returned and remain the property of the State Center Community College District. The following items shall be provided:

Uniform items:

1. One (1) Class A uniform pants
2. One (1) Class A long sleeve uniform shirt
3. Two (2) Class B uniform pants
4. Two (2) Class B short-sleeved uniform shirts
5. One (1) Class C uniform pants
6. One (1) Class C uniform shirt
7. One (1) uniform tie
8. One (1) tie bar
9. One (1) hat/cap
10. One (1) metal badge
11. One (1) metal identification card
12. One (1) waterproof pants, per request, if required to work in inclement weather
13. One (1) waterproof jacket, per request, if required to work in inclement weather
14. One (1) all weather uniform jacket with liner
15. One (1) uniform style external load bearing vest carrier

Equipment items:

1. One (1) duty belt
2. One (1) liner belt
3. One (1) key holder
4. Four (4) belt keepers
5. One (1) double handcuff case
6. Two (2) pairs of handcuffs
7. One (1) CPR kit
8. One (1) flashlight and holder
9. One (1) mace/pepper spray holder
10. One (1) collapsible baton and holder
11. One (1) radio holder
12. One (1) radio holder belt clip
13. One (1) patrol fingerprint pad
14. One (1) soft body armor that meets minimum federal standards
15. One (1) retention gun holster, level II or III
16. One (1) duty weapon
17. One (1) double magazine pouch
18. Three (3) magazines for primary duty weapon
19. One (1) level IIIA ballistic helmet with face shield

- B. The District understands law enforcement is always evolving. The District agrees to provide necessary equipment, uniforms, and supplies reasonably necessary to bargaining unit members to safely and effectively perform their assigned duties. If the duties of a bargaining unit member require equipment or gear not listed above, upon approval of the Chief of Police, or his/her designee, the District shall furnish such equipment or gear to ensure the safety of the bargaining unit member. Authorization for purchase or replacement of uniforms, equipment, badges, patches, emblems, and other items shall be made by the Chief of Police, or his/her designee, as required.
- C. Replacing or Repairing Unit Member's Property: The District agrees to reimburse bargaining unit members for loss or damage to personal property required in the course of employment, but in no case shall the District pay for personal property not required.
1. The reimbursement will be at fair market value.
 2. The total payable claims shall not exceed \$200 for prescription eyeglasses, \$50 for watches, and \$200 for personal cell phones.
 3. Loss or damage reimbursement shall only occur upon the following conditions:
 - a. Any personal property valued over \$200 shall receive the written authorization of the Chief of Police, or his/her designee.
 - b. The property was being used in a manner prescribed for its intended use.
 - c. The loss or damage is reported immediately to the Chief of Police, or his/her designee, and documented in an incident report.
 - d. The loss or damage was not the result of intentional misuse, negligence or carelessness.

**ARTICLE 15
PAY AND ALLOWANCES**

Compensation for members of the bargaining unit shall include but not be limited to:

- A. Salary
- B. Step and longevity
- C. Salary/wage-fringe impact
- D. POST Certificate (Intermediate and Advanced)/Special Assignment/Professional Growth
- E. Additional costs as related to the implementation of the Agreement (includes step/longevity increase)

Section 1. Salary:

A. 2017-2018 Salary

Effective July 1, 2017, the District shall provide for the 2017-2018 fiscal year an increase of one and one-half percent (1.50%) to each cell of the POA salary schedule in effect during the 2015-2016 fiscal year retroactive to July 1, 2017 for unit members. For the 2017-2018 fiscal year, the District shall also provide unit members with a one-time, off-schedule payment of one and one-half percent (1.50%) to be paid on the July 2018 paycheck.

2018-2019 Salary

Effective July 1, 2018, the District shall provide for the 2018-2019 fiscal year an increase equivalent to one-half (1/2) of the Statutory Cost-of-Living Adjustment (COLA) plus three-quarter percent (0.75%) to each cell of the POA salary schedule in effect during the 2017-2018 fiscal year for unit members. For the 2018-2019 fiscal year, the District shall also provide unit members with a one-time, off-schedule payment of one-half percent (0.50%) (July 1, 2018 – November 30, 2018 to be paid on the December 2018 paycheck and December 1, 2018 – June 30, 2019 to be paid on the July 2019 paycheck).

2019-2020 Salary

Effective July 1, 2019, the District shall provide for the 2019-2020 fiscal year an increase equivalent to one-half (1/2) of the Statutory Cost-of-Living Adjustment (COLA) plus three-quarter percent (0.75%) to each cell of the POA salary schedule in effect during the 2018-2019 fiscal year for unit members. For the 2019-2020 fiscal year, the District shall also provide unit members with a one-time, off-schedule payment of one-half percent (0.50%) (July 1, 2019 – November 30, 2019 to be paid on the December 2019 paycheck and December 1, 2019 – June 30, 2020 to be paid on the July 2020 paycheck).

- B. Unit members can access a current accounting of his/her sick leave and vacation on the internet.
- C. An IRC section 125 Plan shall be continued in accordance with Governmental rules and regulations for unit members for medical insurance plans made available by the District. The POA agrees to defend, indemnify and hold harmless the District, its officers, agents, and employees from any claims, demands, damages, or other liability, including costs and attorney's fees, arising out of this section or the administration or implementation thereof. Upon valid service of a summons and complaint or of a claim under the Government Tort Claims Act, the District agrees to notify the POA thereof and to cooperate as reasonably necessary for the defense or settlement of such action.
- D. The State Center Community College District recognizes its obligation to bargain over salary and benefits to unit members represented by the Exclusive Representative.
- E. Salary Dispute: Any dispute pertaining to the salary provisions contained herein is subject to the Grievance Procedure of this Agreement except, however that only the POA may bring a grievance concerning such implementation and any such grievance must be filed within ten (10) working days of notice from the District of any proposed implementation of these provisions. The District will notify the POA concerning its calculations pursuant to the salary provisions contained herein. Such notification shall be in writing. If the POA disagrees with the calculations, it shall notify the District within ten (10) working days. Such notice of the disagreement shall include calculations prepared by the POA. The District may implement its proposed calculations, the proposed calculations from the POA, or attempt to resolve the disagreement. If the matter cannot be satisfactorily implemented or resolved, by mutual agreement, the parties shall agree to reopen negotiations regarding salaries at which time these salary formula provisions shall be of no force or effect.

Section 2. Base Rate:

- A. The base rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each classification as provided for in the Salary Schedule, which includes "salary step" increases. Progression on the salary schedule is not automatic, but shall be based on the unit member's performance being evaluated as "meets standards" and shall be based on the unit member's successful completion of twelve (12) months of paid service in a position with the District. If a unit member, at time of hire, requests initial step placement higher than step A, the Chief of Police, or his/her designee, shall consider the unit member's education and experience above the required minimum qualifications and make a recommendation on step placement for final approval by Human Resources. Initial step placement shall not exceed step C.
- B. Shift differential pay, longevity increases, POST certificate (Intermediate and Advanced), special assignment pay, and professional growth stipends required to be paid under this Agreement shall be added to the base rate of pay.

Section 3. Salary/Longevity Schedule Progression:

- A. The following formulas shall determine a classified unit member's progression on the salary/longevity schedule: A unit member may advance in salary step/longevity only if a unit member's performance is evaluated as "meets standards" or better and if a unit member successfully completed twelve (12) months of paid service in a position. If no evaluation is received by the unit member's anniversary date, the unit member will be allowed to progress in the Salary/Longevity Schedule.

- B. If a unit member is not performing to standards, he/she should not be allowed to advance in salary step/longevity until the unit member is determined to "meet standards" or better upon being evaluated six (6) months following the performance evaluation which indicated a failure to "meet standards." A unit member receiving less than "meets standards" on their performance evaluation and who will subsequently be denied their step/longevity increase, may request a review of their performance evaluation by the Chief Human Resources Officer, or his/her designee. The unit member shall have the right of representation.

Section 4. Longevity Pay:

- A. Longevity pay shall be computed from the base rate of pay at two and one-half percent (2-1/2%) after successful completion of ten (10) years of paid service (based on the unit member's anniversary date) and two and one-half percent (2-1/2%) at each additional level up to five (5) levels for each classified unit member within the State Center Community College District.

- B. The Longevity Pay Schedule is as follows:

<u>Level</u>	<u>Years of Service</u>	<u>Benefit</u>
Level 1	10 years	Base Salary + 2 1/2%
Level 2	14 years	Base Salary + 5%
Level 3	17 years	Base Salary + 7 1/2%
Level 4	21 years	Base Salary + 10%
Level 5	25 years	Base Salary + 12 1/2%

Section 5. Professional Growth:

- A. Unit members are eligible to participate in the professional growth plan after five (5) years of service.

- B. Criteria for placement on the professional growth schedule is as follows:
 - 1. College semester units = Actual unit value. Quarter units will be converted into semester units.

 - 2. Seminars/Workshops not taken on District time or at District expense = Eight (8) hours is equivalent to 1/2 unit.

 - 3. Proficiency examinations/certificates of achievement = Actual semester units or eight (8) hours = 1/2 semester unit.

- 4. Unit members must turn in official transcripts.
 - 5. Units must be attained from a nationally-accredited or regionally-accredited institution listed in the Higher Education Directory.
 - 6. Units must be job-related or towards a degree or certificate.
- C. Petitions for advancement and documentation shall be forwarded directly to the Director of Human Resources by June 25, for implementation on July 1, of each fiscal year.
 - D. Disputed cases may be appealed to the Chancellor, or his/her designee. The decision of the Chancellor, or his/her designee, is final.
 - E. Unit members qualify for units earned after employment. Credit shall be given for college units completed with a "C" or better. Professional growth steps, as indicated in the following placement chart, are additions to the unit member's monthly base salary:

Units completed:	15	30	45	60
Monthly amount:	\$25	\$50	\$75	\$100
 - F. Unit members employed part-time, less than eight (8) hours per day, will be paid a pro rata share of the professional growth stipend.
 - G. A professional growth stipend shall cease when a unit member promotes into a classification or position where the skills attained through professional growth are considered a minimum requirement for the new position. In no event shall the reduction in professional growth stipend cause a unit member to receive less salary per month than that which he/she earned in the former position.

Section 6. Promotions:

Unit members who receive a promotion to a classification allocated to a higher salary range shall be placed on the step of the higher classification which is a five percent (5%) increase in base rate of pay. The unit member's anniversary date within the classification to which he/she is promoted shall be the first of the month following the date of hire in the higher classification, unless the date of hire is the first of the month, then that is considered the anniversary date. Step placement for promotion shall be based on a regular assignment.

Section 7. Direct Deposit:

The District shall, as soon as is practicable, implement electronic transfer of payroll to unit members' personal bank or trust account unless the unit member otherwise declines the electronic transfer by filing an appropriate written notice with the District Payroll Office.

Section 8. Compensation for Working Out of Class:

- A. Classified bargaining unit members are not permitted to perform duties which are not fixed and prescribed for the position by the Governing Board unless the duties reasonably relate to

those fixed for the position by the Board, except as provided in this provision for working out-of-class. If doubt exists concerning any particular classification, the Human Resources office will clarify what is and what is not within classification. Disputed cases may be appealed to the Chief Human Resources Officer. The decision of the Chief Human Resources Officer is final.

- B. A unit member shall work out-of-class only when directed to do so and is therefore required to perform duties inconsistent with the duties for their assigned position. If the period of time the unit member is required to perform the inconsistent duties exceeds five (5) working days within a fifteen (15) calendar day period and the inconsistent duties are in the higher classification than the regular assigned position, the unit member shall be paid for each such day, at the rate commencing the first day of out-of-class work by being placed in the step of the higher salary classification which is greater than but nearest to a five percent (5%) increase in rate. If a bargaining unit member is directed to perform the duties in a higher classification for a management position, and such work period exceeds five (5) working days in any fifteen (15) calendar day period, the unit member shall be paid an additional amount not to exceed fifteen percent (15%) of the current base pay rate of the unit member.

Section 9. Compensation for Special Assignment:

Eligible unit members specially assigned as a Field Training Officer (FTO) or Range Master shall receive a special assignment stipend in addition to the unit member's base salary in an amount not to exceed five percent (5%) of the unit member's current base pay rate for all hours spent serving as the assigned FTO or Range Master. These duties and hours must be assigned in advance by the Chief of Police, or his/her designee. If a unit member is performing more than one (1) of the above assignments at the same time, the maximum stipend amount shall not exceed seven and one-half percent (7.5%) of the unit member's current base pay rate.

Section 10. Intermediate and Advanced POST Certificate Pay:

- A. Each permanent unit member shall receive a 1% differential above his/her regular rate of pay on the salary schedule upon receipt of an Intermediate POST Certificate.
- B. Each permanent unit member shall receive a 2% differential above his/her regular rate of pay on the salary schedule upon receipt of an Advanced POST Certificate.

Section 11. Automatic Payroll Deduction (Overpayment):

- A. In the event a unit member is overpaid for any reason, the District may make an automatic payroll deduction in the unit member's paycheck to cover the costs of the overpayment in the same increments as the overpayment, providing the total repayment occurs by the end of the fiscal year unless there is mutual agreement between the District and POA concerning the affected unit member to extend beyond the fiscal year.
- B. Whenever it is determined that an error has been made in the calculation or reporting of a unit member's payroll, the District shall, within ten (10) working days following such determination, provide the unit member with a statement of the correction and a supplemental payment shall be issued.

Section 12. New Salary Schedule:

Effective July 1, 2017, POA will have a separate salary schedule from CSEA.

[See Appendix II.]

ARTICLE 16
ANNIVERSARY DATES

- A. Anniversary Date (Longevity Increase): The longevity increase anniversary date is effective the first of the month following a unit member's first date of hire, unless the date of hire is the first of the month in which case it will be the same date. The longevity increase anniversary date will be the date which will be measured to determine when a unit member will earn a longevity increase.
- B. Anniversary Date (Step Increase): The step increase anniversary date is effective the first of the month following a unit member's completion of the required period of twelve (12) months of paid service in a permanent classification, unless the date of hire is the first of the month in which case it will be twelve (12) months from the date of hire. Progression on the salary schedule is not automatic, but is on a merit basis for performance evaluated as "Meets standards" or better, and based on the unit member successfully completing twelve (12) months of paid service. The step increase anniversary date will be the date which will determine when a unit member will earn a step increase.

Step increase anniversary dates may change due to promotions, demotions, lateral transfers into a related classification, or transfers into an unrelated classification in which case the step increase anniversary date will be the first of the month following the unit member's completion of twelve (12) months of paid service in the new classification, unless the date in the new classification is the first of the month in which case it will be twelve (12) months from the date in the new classification.

- C. Anniversary dates may be adjusted due to the following:
1. Unpaid Leave beyond the five (5) days provided by Article 25, Section 1
 2. Personal Leave provided by Article 25, Section 2
 3. Unpaid Health Leave of Absence provided by Article 26
 4. Any break in service from the District
- D. Anniversary dates shall not be adjusted for industrial accident or illness leave.

ARTICLE 17
HEALTH AND WELFARE BENEFITS

Section 1. Medical Insurance:

To be eligible for the District-sponsored group medical insurance plan, a unit member's regular assignment must be a minimum of forty (40) hours per week during their assigned work year. Unit members may also be offered medical insurance if the unit member becomes eligible under the regulations of the Affordable Care Act (ACA).

- A. The District shall provide District-sponsored group medical insurance coverage for eligible unit members and their eligible dependents, conditioned upon the provisions of this Article. The District's contribution to the premium is set forth in Section 6 of this Article.
- B. District-sponsored group medical insurance coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions, except as otherwise provided. Failure to pay required premium shall result in termination of coverage.
- C. Any District-sponsored group medical insurance plan(s) offered to unit members shall first be mutually agreed to by the District and POA.
 - 1. Unit members and their eligible dependents shall become eligible for medical insurance benefits on the first of the month following his/her date of hire, upon completion of enrollment requirements.
 - 2. Eligible unit members are required to enroll in a District-sponsored medical insurance plan according to the EdCare Joint Powers Agreement and insurance carrier requirements. If an eligible unit member fails to submit enrollment forms to the District Benefits Office within thirty-one (31) calendar days from the date of hire, which includes the date of hire, the District will automatically enroll the unit member into the lowest cost medical plan option for the District. The unit member will be responsible for any portion of the premium in excess of the District's contribution for the medical plan.

Section 2. Dental Insurance:

- A. The District shall provide District-sponsored group dental insurance coverage for eligible unit members and their eligible dependents. The benefit level cap shall be one thousand, five hundred dollars (\$1,500.00) per policy year.
- B. District-sponsored group dental insurance coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions, except as otherwise provided. Failure to pay required premium shall result in termination of coverage.
 - 1. Unit members and their eligible dependents shall become eligible for District-sponsored group dental insurance benefits on the first of the month following successful completion of six (6) full months of employment with the District, upon prior completion of

enrollment requirements.

2. Eligible unit members are required to enroll in District-sponsored group dental insurance coverage according to the EdCare Joint Powers Agreement and insurance carrier requirements. If an eligible unit member fails to submit enrollment forms to the District Benefits Office within thirty-one (31) calendar days from the date of hire, which includes the date of hire, the District will automatically enroll the unit member into the dental plan option.

Section 3. Vision Insurance:

- A. The District shall provide District-sponsored group vision insurance coverage for eligible unit members and their eligible dependents.
- B. District-sponsored group vision insurance coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions, except as otherwise provided. Failure to pay required premium shall result in termination of coverage.
 1. Unit members and their eligible dependents shall become eligible for District-sponsored group vision insurance benefits on the first of the month following successful completion of six (6) full months of employment with the District, upon prior completion of enrollment requirements.
 2. Eligible unit members are required to enroll in District-sponsored group vision insurance coverage according to the EdCare Joint Powers Agreement and insurance carrier requirements. If an eligible unit member fails to submit enrollment forms to the District Benefits Office within thirty-one (31) calendar days from the date of hire, which includes the date of hire, the District will automatically enroll the unit member into the vision plan option.

Section 4. Life Insurance:

- A. The District shall provide District-sponsored group term life insurance coverage for eligible unit members and their eligible dependents. The amount shall be fifty thousand dollars (\$50,000.00) level term for the unit member plus five thousand dollars (\$5,000.00) for dependent coverage.
- B. To be eligible for District-sponsored group term life insurance, a unit member's regular assignment must be a minimum of forty (40) hours per week during their assigned work year and the dependent must be enrolled on the unit member's medical insurance plan.
- C. District-sponsored group term life insurance coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions, except as otherwise provided. Failure to pay required premium shall result in termination of coverage.
- D. Unit members and their eligible dependents shall become eligible for District-sponsored

group term life insurance benefits on the first of the month following successful completion of six (6) full months employment with the District, upon prior completion of enrollment requirements.

Section 5. Long Term Disability Insurance:

- A. The District shall provide long term disability insurance coverage options for eligible unit members.
- B. Eligible unit members have the following long-term disability insurance coverage options depending on their date of hire:
 - 1. Option 1 (Unit members hired on or before August 31, 2013):
For eligible unit members hired into full-time, benefited position on or before August 31, 2013, the District shall provide, at the District's expense, long-term disability insurance coverage. If the unit member separates employment from the full-time, benefited position, the LTD benefit under this section will be lost unless the unit member is placed on a 39-month reemployment list. If the unit member is rehired into a full-time, benefited position at a later date, he/she will be eligible to purchase a voluntary long-term disability plan as provided in Option 2.
 - 2. Option 2 (Unit members hired on or after September 1, 2013):
For eligible unit members hired into full-time, benefited positions on or after September 1, 2013, the District shall provide, at the unit member's expense, voluntary long-term disability insurance coverage.
- C. To be eligible for long-term disability insurance, a unit member's regular assignment must be a minimum of forty (40) hours per week during their assigned work year.
- D. Long term disability insurance coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions except as otherwise provided. Failure to pay required premium shall result in termination of coverage.
- E. Unit Members may refer to the plan document for their applicable policy to determine coverage as provided by the carrier.
- F. Should an eligible unit member be deemed disabled and approved for LTD benefits by the insurance carrier, the unit member may receive up to sixty percent (60%) of his/her current salary with a maximum payout of five thousand dollars (\$5,000.00) per month.

Section 6. District Insurance Premium Contributions:

The District's contribution to the medical insurance premium shall be an amount not to exceed a maximum monthly contribution of one thousand, twenty-nine dollars (\$1,029.00) per month per eligible unit member. The unit member shall pay the difference between the District medical premium contribution and the cost of any premium in excess of the District contribution for any selected medical plan. If medical insurance premiums increase during the life of this Agreement, the District shall meet and confer with POA to discuss increases in medical insurance premium

contributions.

Section 7. Retiree Medical Insurance:

- A. The retiree medical insurance provisions shall be effective for eligible unit members who retire during the term of the Agreement.
- B. The retiree medical insurance program covers the medical insurance plan only. The dental and vision plans may be continued at the unit member's expense with the insurance carrier(s) under the Consolidated Omnibus Budget Reconciliation Act (COBRA). The life insurance plan may be continued at the unit member's expense directly with the insurance carrier(s). The long-term disability plan ends upon retirement and is not portable. Should the unit member have voluntary insurance plans and/or deductions, he/she may be eligible to continue those on an individual basis directly with the insurance carrier/agency.
- C. Unit members who retire from the District and later return to work at the District in a capacity that makes him/her eligible for medical insurance will no longer continue to receive retiree medical insurance benefits.
- D. Upon retirement from the District, eligible unit members shall have the option to either opt out or make an election of one of the following retiree medical insurance plan options:
 - 1. Unit Members hired on or before June 30, 2013:
 - a. Option 1.1A
 - b. Option 1.1B
 - c. Option 1.1C
 - d. Option 2
 - 2. Unit members hired on or after July 1, 2013:
 - a. Option 1.2A
 - b. Option 1.2B
 - c. Option 1.2C
 - d. Option 2

Option 1.1 (Unit members hired on or before June 30, 2013):

- A. For unit members retiring early (prior to age of Medicare eligibility), and who wish to continue coverage under the District's retiree medical insurance plan, the District shall contribute a maximum of two thousand, four hundred dollars (\$2,400.00) per year conditioned upon the following:
 - 1. The unit member shall have retired after ratification/approval of this Collective Bargaining Agreement by both parties.
 - 2. The unit member has attained his/her fifty-fifth (55th) birthday.
 - 3. The unit member shall have served the District in a full-time, benefited position for a

minimum of ten (10) consecutive years immediately preceding retirement.

4. The retiree is receiving his/her regular retirement allowance from PERS or STRS.
5. This benefit terminates on the date the retiree reaches age of Medicare eligibility.
6. Upon death of retiree, eligible surviving spouse/registered domestic partner shall not be eligible for the benefit contribution until he/she reaches age sixty (60). Spouse/registered domestic partner is the spouse/registered domestic partner enrolled on the retiree medical insurance plan at the time of retirement.
7. Eligible surviving spouse's/registered domestic partner's benefit terminates on the date the eligible surviving spouse/registered domestic partner reaches age of Medicare eligibility.
8. Retirees who are eligible for the benefits of Option 1.1A and who attain their age of Medicare eligibility shall be eligible to receive the benefits of Option 1.1B if the retiree meets all the conditions stated in Option 1.1B.

B. The District shall contribute a maximum of two thousand, seven hundred seventy-one dollars and thirty-four cents (\$2,771.34) per year toward the District's retiree medical insurance program supplement to Medicare, or the actual cost of the District's retiree medical insurance program supplement to Medicare, whichever is less, for the life of the unit members, and his/her eligible spouse/registered domestic partner, as conditioned below. The unit member shall be eligible to receive said District contributions toward the District's retiree medical insurance program supplemental plan, conditioned upon the following:

1. The unit member has attained their sixty-fifth (65th) birthday, and prior to reaching age seventy (70).
2. The unit member shall have retired after ratification/approval of this Collective Bargaining Agreement by both parties.
3. The unit member shall have served the District in a full-time, benefited position for a minimum of fifteen (15) consecutive years immediately prior to retirement.
4. The unit member shall have attained his/her age of Medicare eligibility.
5. The retiree is receiving his/her regular retirement allowance from PERS or STRS.
6. The retiree and eligible spouse/registered domestic partner must enroll in Medicare Part A and Part B when first qualified.
7. The District contribution toward the District's retiree medical plan will continue for the life of the retiree or eligible surviving spouse/registered domestic partner.

8. Spousal/registered domestic partner coverage is limited to the legal, eligible spouse/registered domestic partner enrolled on the retiree medical insurance plan on date of retirement. If the spouse/registered domestic partner was not enrolled on the retiree medical insurance plan at the time of retirement, he/she shall not be eligible to receive the benefit contribution.
 9. The District contribution toward eligible surviving spouse's/registered domestic partner's supplement shall terminate should the spouse/registered domestic partner re-marry.
- C. Bargaining unit members who retire and have served the District in a full-time, benefited position for a minimum of fifteen (15) consecutive years immediately prior to retiring and who qualify for retiree medical insurance benefits may elect to opt out of the retiree medical plan option to receive a direct contribution toward the District's retiree medical plan insurance program as a supplement to Medicare as noted in Option 1.1B, or may elect to receive a cash payment of two thousand, seven hundred seventy-one dollars and thirty-four cents (\$2,771.34) per year, payable on a quarterly basis.

The cash payment amount under Option 1.1C, if selected, is the same as the contribution amount in the year the unit member retired, regardless of when the unit member/retiree elects the cash payment. The retiree shall be eligible to receive a cash payment payable on a quarterly basis, condition upon the following:

1. The unit member shall have retired after ratification/approval of this Collective Bargaining Agreement by both parties.
2. The retiree shall have attained his/her age of Medicare eligibility.
3. The retiree is receiving his/her regular retirement allowances from PERS or STRS.
4. The cash payment will end when the retiree becomes ineligible under the provisions of the applicable Collective Bargaining Agreement or Board Policy.
5. The cash payment will end on the death of the retiree and does not continue for the eligible surviving spouse/registered domestic partner.
6. If a retiree or eligible, covered spouse/registered domestic partner drops his/her District-offered retiree medical insurance plan for any reason, he/she is not eligible for re-enrollment. Spouse/registered domestic partner is the spouse/registered domestic partner enrolled on the retiree medical insurance plan at the time of retirement.

Option 1.2 (Unit members hired on or after July 1, 2013):

- A. For unit members retiring early (prior to age of Medicare eligibility), and who wish to continue coverage under the District's retiree medical insurance program, the District will contribute a maximum of two thousand, four hundred dollars (\$2,400.00) per year conditioned

on the following:

1. The unit member shall have retired after ratification/approval of this Collective Bargaining Agreement by both parties.
2. The unit member has attained his/her fifty-fifth (55th) birthday.
3. The unit member shall have served the District in a full-time, benefitted position for a minimum of ten (10) consecutive years immediately preceding retirement.
4. The retiree is receiving his/her regular retirement allowance from PERS or STRS.
5. This benefit terminates on the date the retiree reaches age of Medicare eligibility.
6. Upon death of retiree, eligible surviving spouse/registered domestic partner shall not be eligible for any benefit contribution. Spouse/registered domestic partner is the spouse/registered domestic partner enrolled on the retiree medical insurance plan at the time of retirement.

B. For bargaining unit members who retire and have served the District in a full-time, benefitted position for a minimum of fifteen (15) consecutive years immediately prior to retiring, the District shall contribute a maximum of two thousand five hundred ten dollars and nine cents (\$2,510.09) per year toward the District's retiree medical insurance program supplement to Medicare, or the actual cost of the District's retiree medical insurance program supplement to Medicare, whichever is less, until age seventy (70), as conditioned below. The unit member shall be eligible to receive said District contributions toward the District's retiree medical insurance program supplemental plan, conditioned on the following:

1. The unit member shall have retired after ratification/approval of this Collective Bargaining Agreement by both parties.
2. The unit member shall have attained his/her age of Medicare eligibility.
3. The retiree is receiving his/her regular retirement allowances from PERS or STRS.
4. This benefit terminates on the date the retiree reaches seventy (70) years of age.
5. Upon death of retiree, eligible surviving spouse/registered domestic partner shall not be eligible for any benefit contribution. Spouse/registered domestic partner is the spouse/registered domestic partner enrolled on the retiree medical insurance plan at the time of retirement.

C. Bargaining unit members who retire and have served the District in a full-time, benefitted position for a minimum of fifteen (15) consecutive years immediately prior to retiring and who qualify for retiree medical insurance benefits may elect to opt out of the retiree medical plan option to receive a direct contribution toward the District's retiree medical plan insurance

program as a supplement to Medicare as noted in Option 1.2B, or may elect to receive a cash payment instead of two thousand, five hundred ten dollars and nine cents (\$2,510.09) per year, payable on a quarterly basis. The retiree shall be eligible to receive a quarterly cash payment, payable on a quarterly basis, conditioned upon the following:

1. The unit member shall have retired after ratification/approval of this Collective Bargaining Agreement by both parties.
2. The retiree shall have attained his/her age of Medicare eligibility.
3. The retiree is receiving his/her regular retirement allowances from PERS or STRS.
4. The cash payment will end when the retiree becomes ineligible under the provisions of the applicable Collective Bargaining Agreement or Board Policy.
5. The cash payment will end when the retiree turns seventy (70) years of age.
6. If a retiree or eligible, covered spouse/registered domestic partner drops the District's retiree medical insurance plan for any reason, he/she is not eligible for re-enrollment. Spouse/registered domestic partner is the spouse/registered domestic partner enrolled on the retiree medical insurance plan at the time of retirement.

Option 2 (All unit members regardless of hire date):

- A. For unit members retiring early (prior to age of Medicare eligibility), and who wish to continue coverage under the District's retiree medical insurance program, the District will contribute a maximum of seventy percent (70%) of the District's contribution to the unit member's premium for the retiree medical insurance program following:
 1. The unit member shall have retired after ratification/approval of this Collective Bargaining Agreement by both parties.
 2. The unit member has attained his/her fifty-fifth (55th) birthday.
 3. The unit member shall have served the District in a full-time, benefited position for a minimum of (10) consecutive years immediately preceding retirement.
 4. The retiree is receiving his/her regular retirement allowance from PERS or STRS.
 5. This benefit terminates on the date the unit member reaches his/her age of Medicare eligibility.
 6. Upon death of retiree, eligible surviving spouse/registered domestic partner shall not be eligible for benefit contribution until he/she reaches age sixty (60). Surviving spouse/registered domestic partner shall not be eligible for benefit contributions for employees hired on or after July 1, 2013.

7. Eligible surviving spouse's/registered domestic partner's benefit terminates on the date the eligible surviving spouse/registered domestic partner reaches age of Medicare eligibility. Surviving spouse/registered domestic partner shall not be eligible for benefit contributions for employees hired on or after July 1, 2013.
- B. Unit members who elect Option 2, which provides an enhanced pre-Medicare eligibility age District contribution toward the District's retiree medical insurance plan, shall not be eligible for a District contribution toward the District's retiree medical insurance program supplement to Medicare (Option 1.1B and Option 1.2B) or the cash payment (Option 1.1C and Option 1.2C).
 - C. If a retiree or eligible covered spouse/registered domestic partner drops the District's retiree medical insurance plan for any reason, he/she is not eligible for re-enrollment.

Section 8. Retiree Life Insurance:

Upon retirement, unit members may have the option to continue his/her District-sponsored group term life insurance coverage at his/her own expense directly through the insurance carrier and as per the insurance carrier's guidelines.

Section 9. Consolidated Omnibus Budget Reconciliation Act (COBRA):

Upon separation from the District, unit members may have the option to continue his/her District-sponsored medical, dental, and vision insurance plan at his/her own expense as afforded under COBRA legislation. All COBRA plans are administered directly through the District's third-party administrator.

Section 10. Physical Fitness:

Unit members may use District designated fitness centers at each college during posted hours when the facilities are available to faculty, staff and administrators. Unit members will be required to abide by institutional rules in effect at each campus and to sign a District approved waiver of liability form.

ARTICLE 18
HOLIDAYS

- A. Each year the Board of Trustees shall determine the holiday schedule. Effective with the 2018-2019 fiscal year, the Board shall provide twelve (12) paid holidays for all bargaining unit members. Unit members in unpaid status on the last Friday prior to the last Monday in May and continuing through July 31, shall not receive pay for Memorial Day and Independence Day.
- B. For unit members who have satisfactorily completed six (6) months of service, four (4) additional holidays shall be granted. The board shall determine placement of these holidays.
- C. All new unit members shall not be paid for a holiday preceding their first day of employment.
- D. A unit member leaving the classified service must be in a paid status the day succeeding the holiday to receive compensation for the holiday. Bargaining unit members whose employment terminates the day preceding a holiday shall not receive compensation for the holiday.
- E. Unit members shall only receive holiday pay if they are in paid status during any portion of the working day immediately preceding or succeeding the holiday.
- F. Bargaining unit members shall be given a holiday on every day appointed by the President as a national holiday, or by the Governor of this State as a state holiday, as a public fast, Thanksgiving, or holiday providing such intent is disclosed by the President or Governor that the day be treated as a national holiday or state holiday.
- G. Should a holiday or any other day designated by the Board as a public holiday occur while a unit member is absent from work because of sick leave, vacation, or any other paid leave of absence, the holiday shall be considered as time worked and shall not be deducted from other paid leave of absence.
- H. Unit members, regardless of work schedule, shall be entitled to the same number of holidays as indicated in Paragraph A above. Holiday is defined as eight (8) hours (prorated for less than 40 hours a week and less than 12 months per year unit members).
- I. Unit members scheduled to work on designated holidays shall receive one and one-half (1-1/2) times their regular rate of compensation for hours worked. Unit members may choose to either receive a substitute holiday or be compensated for eight (8) hours at straight time. Substitute holidays must be requested and taken within six (6) months, upon the approval of the Chief of Police, or his/her designee.
- J. If a holiday falls on a unit member's regular day off, the unit member may choose to either receive a substitute holiday or be compensated for eight (8) hours at straight time, upon approval of the Chief of Police, or his/her designee. Substitute holidays must be requested and taken within six (6) months, upon the approval of the Chief of Police, or his/her designee.

- K. Members of the bargaining unit normally employed less than eight (8) hours per day and less than five (5) days per week are entitled to that proportion of paid holidays as the number of hours they normally work bears to forty (40) hours per week.
- L. Holiday Assignment: The Chief of Police, or his/her designee, will send a memo prior to the beginning of each fiscal year requiring sergeants and officers to sign up for all holidays throughout the upcoming fiscal year. Holiday staffing will be determined by the Chief of Police, or his/her designee, and will be minimal unless the needs of the District dictate more staffing is required to meet special circumstances as determined by the Chief of Police, or his/her designee. In the case additional staffing is needed, where practical, assignments will be made by seniority on a rotational basis. The sergeants and officers will have District wide responsibility and will be expected to monitor all District sites except Oakhurst unless the Chief of Police, or his/her designee, determines differently.

Holiday sign up will be handled on a first come, first served basis. If a holiday shift is not filled, it shall be filled by seniority and rotation. The most senior sergeant will sign up for one holiday shift, then the next most senior sergeant will sign up for one holiday shift and so on. The procedure will then be to rotate back to the most senior sergeant who will sign up for another holiday shift and so on until all shifts are selected.

Officers will sign up using the same procedure as the sergeants. The most senior officer will sign up for one holiday shift, the next most senior officer will sign up for one holiday shift and so on until all officers have chosen one holiday shift. Then the most senior officer will sign up for a second holiday shift, the next most senior officer will sign up for a second holiday shift and so on until all officers have signed up for a second holiday shift. If there are not enough holidays to complete a rotation, the most senior officer may select an assignment or pass to the next most senior officer. This procedure will be repeated until all holidays are covered for the entire fiscal year.

In the case additional holiday staffing is needed and when there is sufficient lead time, the Chief of Police, or his/her designee, will request bargaining unit members work a holiday using the following procedures. The most senior sergeant or officer may select an assignment or pass to the next most senior sergeant or officer until the shift is covered on a rotational basis. Each subsequent time an additional holiday shift becomes available, the next most senior bargaining unit member who was not given an opportunity to accept or decline will have the first right to accept or decline the shift. This process will continue until all bargaining unit members have had the opportunity to accept or decline an additional shift. If all bargaining unit members decline, the shift will be assigned to the least senior sergeant and/or officer on a rotational basis.

In the case additional holiday staffing is needed and there is not sufficient lead time for the Chief of Police, or his/her designee, to request bargaining unit members to work the holidays, shifts will be offered on a first come, first served basis. If no bargaining unit members agree to accept the assignment, the shift will be assigned to the least senior sergeant and/or officer on a rotational basis. Each subsequent time an additional holiday shift becomes available, but

there is not sufficient lead time, the next most senior bargaining unit member who was not given an opportunity to accept or decline will have the first right to accept or decline the shift. This process will continue until all bargaining unit members have had the opportunity to accept or decline an additional shift. If all bargaining unit members decline, the shift will be assigned to the least senior sergeant and/or officer on a rotational basis.

If a sergeant/officer is on vacation or other leave at the time additional holiday shifts become available, the Chief of Police, or his/her designee, will send an email to the bargaining unit member(s) offering the shift. If the bargaining unit member does not respond by the deadline, the bargaining unit member will be passed over unless the bargaining unit member is least senior, then the bargaining unit member must accept the assignment.

ARTICLE 19
VACATION LEAVE

- A. Eligibility: Members of the bargaining unit shall accumulate vacation at the regular rate of pay earned at the time vacation is commenced.

- B. Paid Vacation: Annual vacation shall be earned according to the following schedule, but prorated for less than 40 hours per week and/or less than 12 months per year unit members:
 - 1. 12-Month Unit Members
 - a. Zero (0) months through two (2) years - 5/6 day per month of employment (10 days/80 hours)
 - b. Three (3) through five (5) years - 1 day per month of employment (12 days/96 hours)
 - c. Six (6) through nine (9) years - 1-1/2 days per month of employment (18 days/144 hours)
 - d. Ten (10) through nineteen (19) years - 1-3/4 days per month of employment (21 days/168 hours)
 - e. Twenty (20) years and over - 2 days per month of employment (24 days/192 hours)
 - 2. 11-Month Unit Members
 - a. 11/12 of the Twelve Month Schedule
 - 3. 10-Month Unit Members
 - a. 10/12 of the Twelve Month Schedule
 - 4. Part-Time Unit Members
 - a. Prorated vacation for unit members working 39 hours or less per week.

- C. Vacation Pay Upon Termination: When a unit member is terminated for any reason, he/she shall be entitled to compensation for all earned and unused vacation, except that unit members who have not completed 130 working days of employment in regular status shall not be entitled to such compensation.

- D. Vacation Scheduling:
 - 1. Vacations shall be scheduled by the unit member and approved by the Chief of Police, or his/her designee, and may be taken at the convenience of the District at any time during the fiscal year. Management will circulate a vacation schedule at the beginning

of the fiscal year in order to survey unit member annual vacation preferences to assist in anticipation of work coverage. Unit members are not obligated to the dates indicated and are not required to provide dates if vacation plans are not known in advance. If a unit member does not use his/her full annual vacation, the amount not taken shall accumulate and be carried over for use in the next fiscal year. Maximum amount of accrued vacation time shall not exceed two (2) years of their annual rate. Any unused vacation hours accumulated in excess of two (2) years shall be paid in a lump sum payment at the end of the fiscal year. In a work unit where vacation schedules are staggered, the unit member with the most seniority in the classification shall be given priority for scheduling his/her vacation. The approval of vacation shall be at the discretion of the Chief of Police, or his/her designee.

2. Vacation time may be taken in increments of fifteen (15) minutes.
3. Earned vacation shall not become a vested right until completion of the initial 130 working days of employment, and may not be used until the first day of the calendar month after the completion of 130 working days of active service with the District.
4. If a unit member is docked pay, the time off that was docked pay shall be applied towards the unpaid leave as defined in Article 25, Section 1.

ARTICLE 20 SICK LEAVE

Section 1. General Sick Leave:

- A. Members of the bargaining unit employed by the District 40 hours per week and 12 months per year shall be entitled to 96 hours per fiscal year (prorated for less than 40 hours per week and 12 months per year unit members) leave of absence for illness or injury, exclusive of days they are not required to render service. Day, as used in this Article, means the employee's regularly assigned work-day, exclusive of overtime.
- B. Members of the bargaining unit employed full time for 40 hours per week, but less than a full fiscal year are entitled to a proportion of 12 days or 96 hours leave of absence for illness or injury as the number of months he/she is employed bears to 12. Example: a 40 hour per week 12-month employee earns one day (8 hours) of sick leave per month. Therefore, a 40 hour per week ten-month employee will earn 10/12 of 12 days or ten 8-hour days (80 hours) of sick leave per fiscal year.
- C. Members of the bargaining unit employed 12 months per year, but less than 40 hours per week are entitled to that proportion of 12 days or 96 hours leave of absence for illness or injury as the number of hours he/she is employed per week bears to 40. Example: a 40 hour per week 12 month employee earns 96 hours of sick leave per year. Therefore, a 30 hour per week 12-month employee will earn 30/40 or 75% of 96 hours or 72 hours of sick leave per fiscal year.
- D. When such persons are employed for less than a full fiscal year of service and less than 40 hours per week, the preceding paragraphs shall determine that proportion of absence for illness or injury to which they are entitled. Example: a 30 hour per week and 10 month employee would earn $\frac{3}{4}$ of 8 hours per month which is 6 hours for each of the 10 months worked.
- E. If for any reason it is impossible to report for work, the unit member shall notify the Chief of Police, or his/her designee, as soon as possible, but not later than thirty (30) minutes before the reporting time. Absences shall be reported to the supervisor on a daily basis unless the unit member has submitted a doctor's note to Human Resources excusing the unit member from work for a designated period of time. Persons absent because of illness shall inform the Chief of Police, or his/her designee, in a timely manner as to when they expect to return to work.
- F. The rate of pay for sick leave shall be at the same rate the unit member would have received had he/she worked that day. Pay for any hour(s) or day(s) of illness or injury need not be accrued prior to taking such leave by the unit member and such leave may be taken at any time during the unit member's assigned work year. Probationary unit members of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be eligible under paragraphs A through D.
- G. A unit member who has been with the District for five (5) years or more, has received advanced sick leave payment, and does not return to active employment during the year the

sick leave was advanced long enough to earn the sick leave that was advanced will not be required to make any repayment of the advanced sick leave.

- H. A unit member who has worked for the District less than five (5) years, has received advanced sick leave payment, and does not return to active employment during the year the sick leave was advanced will have his/her case reviewed individually to determine if repayment will be requested.
- I. Except where otherwise provided by law, medically verified pregnancy disability shall be treated the same as any illness absence.
- J. If a member of the bargaining unit does not take the full amount of leave allowed in any year, the amount not taken shall be accumulated from year to year.
- K. Any unit member who does not use Sick Leave or Personal Necessity leave during an entire fiscal year (July 1 – June 30) shall accrue one additional day of sick leave for use in any subsequent fiscal year.
- L. Members of the bargaining unit absent due to illness for more than three (3) consecutive assigned work days may be required to submit a medical release from a Health Care Provider to the Chief of Police, or his/her designee, prior to being permitted to return to work. The medical release shall certify that the employee is capable of performing the duties required of his/her regular position. The unit member shall notify the District of his/her approximate return date.
 - 1. "Health Care Provider" means:
 - a. doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctor practices; or
 - b. podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law;
 - c. nurse practitioners, nurse-midwives, clinical social workers and physician assistants authorized to practice, and performing within the scope of their practice, under state law.
 - 2. At the discretion of the District, members of the bargaining unit may be required to submit to a medical examination by a Health Care Provider selected and paid for by the District.
- M. A unit member who has been employed by some other school district for a period of one (1) calendar year or more and who terminates such employment for the sole purpose of accepting a position in this District and who subsequently accepts within one (1) year of such

termination of his/her former employment a position with this District, and upon employee request, shall have transferred with him/her all of the unused accumulated sick leave. If the unit member is in a probationary status, he/she may not use more than six (6) days or the prorated amount to which he/she may be entitled to under paragraphs A-D of this Article.

- N. All sick leave rights or accumulations shall be canceled when a unit member severs all official connection with the District as an employee, except that accumulated leave may be transferred to a subsequent employing district upon employee written request. Upon retirement, any accumulated sick leave shall be credited toward a unit member's retirement, except as otherwise provided by law. (G.C. 20963)
- O. Unit members can access a current accounting of his/her sick leave on the internet.
- P. Extended Illness Leave: Upon medical verification by a physician and after exhaustion of all paid leave; i.e., sick leave, accumulated vacation and accumulated compensatory time, a member of the classified service shall be credited once a year (July 1) with a total of not less than one hundred (100) working days of paid sick leave, including days to which he or she is entitled under Section 1.A. These days of paid sick leave, in addition to those required by Section 1.A., shall be compensated at not less than fifty percent (50%) of the unit member's regular salary. The paid sick leave authorized under such a rule shall be exclusive of any other paid leave, holidays, vacation, or compensatory time to which the unit member may be entitled.
- Q. After exhaustion of all paid sick leave, and ninety (90) days from the first day of absence, a unit member with two (2) years of service or more may be placed on unpaid leave upon request and with the approval of the Board of Trustees. The unpaid leave may not exceed twelve (12) months. (See Article 26.)
- R. Unit members who take time off during the workday for medical or dental appointments shall utilize sick leave for this purpose or, with permission of the Chief of Police, or his/her designee, be allowed the alternative of making up all or a portion of the time on the same day. Unit members who have a one (1) hour lunch period may use up to one-half (1/2) hour to make up the time lost.
- S. If there exists a reasonable belief that abuse of any sick leave has occurred, as a condition of paid sick leave, a unit member may be requested to submit a medical certification or other acceptable verification from a licensed Health Care Provider. Medical certification must be submitted within five (5) working days of the request to Human Resources.
- T. A unit member may apply time when he/she is absent because of illness to unused vacation time upon approval of the Chief of Police, or his/her designee. In such an instance, a unit member may request consideration at the time of absence to have the absence applied against vacation time rather than sick leave. The minimum sick leave shall be fifteen (15) minutes.
- U. If a unit member is docked pay, the time off that was docked pay shall be applied towards the unpaid leave as defined in Article 25, Section 1.

- V. Quarantine: All regular classified unit members are entitled to receive full salaries when quarantined by City or County health officials because of another's illness. Such quarantine must be verified by a physician or health official.

Section 2. Catastrophic Leave:

- A. Catastrophic leave is sick leave and/or vacation time donated by members of the bargaining unit for the benefit and use of other members of the bargaining unit who have been absent from work for an extended period of time due to medical necessity. Members of the bargaining unit may only be granted catastrophic leave when he/she has exhausted all sick leave, vacation leave and compensatory time available to him/her as identified in the collective bargaining agreement.
- B. Catastrophic leave is to be awarded on a case-by-case basis. Members of the bargaining unit may donate accumulated and unused sick leave or vacation time to other members of the bargaining unit when the employee (donee) suffers from a medical condition consistent with the provisions set forth below.
- C. Definitions:
1. Catastrophic Illness or Injury: Catastrophic illness or injury means an illness that is expected to incapacitate the member of the bargaining unit for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking such extended time off from work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other applicable paid time off.
 2. Eligible Leave Credits: Eligible leave credits include vacation and/or sick leave accrued to the donating employee.
- D. Eligibility Criteria: Eligible leave credits may be donated to another member of the bargaining unit who has verified that he/she, or a family member, is suffering a medical condition that qualifies him/her to apply for catastrophic leave if all of the following requirements are met:
1. The employee who is, or whose family member is suffering from a catastrophic illness or injury requests that eligible credits be donated and provides verification of the catastrophic illness or injury by a licensed physician's statement.
 2. The member of the bargaining unit has exhausted all his/her own accrued paid leave credits provided for by the collective bargaining agreement.
- E. Request for Donations: Request for donations to the Catastrophic Leave Bank shall be solicited by the Chief Human Resources Officer, or his/her designee, when a member of the bargaining unit provides proof of his/her need for catastrophic leave.

F. Deposits to the Catastrophic Leave Bank:

1. If the transfer of eligible leave credits is approved by the Chief Human Resources Officer or his/her designee, any member of the bargaining unit may, upon written notice to the Chief Human Resources Officer or his/her designee, donate eligible leave credits at a minimum of eight (8) hours, and in one (1) hour increments thereafter.
2. The member of the bargaining unit, at his/her option, may donate only the available sick leave accrued above fifteen (15) days.
3. Due to the size of the bargaining unit, all transfers of eligible leave credits will be handled in the following manner. The Human Resources Office will not accept donated leave credits in excess of the number requested by the donee. Should the donee not need all of the leave credits originally requested, the excess leave credits donated will be left in the bank for future distribution.
4. No sick leave credit may be transferred or donated after the members of the bargaining unit (donor) has submitted his/her intent to retire or resign.
5. No member may donate sick leave hours unless he/she has served twelve (12) months with the District.

G. Withdrawals from the Catastrophic Leave Bank:

1. Accrued sick leave and/or vacation shall be used prior to receiving any donated leave credits. This includes new monthly accruals of leave, if any.
2. The maximum amount of donated credit that may be used by one individual under this section shall be ninety (90) working days within a twelve (12) month period.
3. Catastrophic leave credits shall not be used for bargaining unit members for illness or injury which qualifies for worker's compensation benefits.
4. Credits shall not be considered available leave for the purposes of qualifying for PERS retirement disability.
5. For a member of the bargaining unit to be eligible to receive catastrophic leave donations, the employee must have been employed by State Center Community College District for at least two years.

H. Applicant's Responsibility: The member of the bargaining unit who is eligible for the use of catastrophic leave shall apply in writing to the Chief Human Resources Officer, or his/her designee, in the following manner:

1. The request for leave shall be in writing and submitted to the Chief Human Resources Officer, or his/her designee when it is apparent to the employee that his/her existing paid

leave will be exhausted before he/she will be able to return to work.

2. The requesting unit member shall attach a physician's statement verifying that the employee is unable to return to work due to his/her medical condition and/or the medical condition of the family member. The statement must also verify that the unit member's condition will likely continue to incapacitate the unit member for an extended period of time.

I. District Responsibility:

1. The District Human Resources Office will request donations for the Peace Officers' Association Catastrophic Leave Bank, at any time a valid request is received by a member of the bargaining unit.
2. The District shall administer the Catastrophic Leave Bank and provide information on the process to unit members who wish to donate credits to the bank.
3. The distribution of the leave credits shall be approved by the Chief Human Resources Officer, or his/her designee.

ARTICLE 21
PERSONAL NECESSITY LEAVE

- A. A unit member may elect to use accumulated sick leave, not to exceed seven (7) days (pro-rated for less than 40 hour a week unit members) in any fiscal year, for personal necessities. The following reasons allow a unit member to take personal necessity leave:
1. The death of a member of the immediate family when additional leave is required beyond that provided in Article 23 and any other leave approved by the Chancellor, or his/her designee.
 2. Accident or occurrence, involving his/her person or property or the person or property of a member of his/her immediate family. Immediate family has the same meaning as provided in Article 23.
 3. Appearance in any court or before any administrative tribunal as a litigant.
 4. Illness or injury requiring hospitalization, transportation or personal care by the employee of a member of his/her immediate family.
 5. Upon completion of 130 working days, two (2) of the seven (7) days may be granted for any reason deemed appropriate by the unit member. Prior approval of the Chief of Police, or his/her designee, is necessary. In no case will there be more than two (2) unit members off at any one (1) time in any one (1) work unit under this paragraph.
- B. Certification of personal necessity leave shall be made on the absence slip provided by the District and signed by the unit member.
- C. The minimum personal necessity leave increment shall be fifteen (15) minutes.

ARTICLE 22
INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

- A. Industrial accident or illness leave shall be granted to unit members in accordance with provisions of California Education Code Section 88192, for injury or illness incurred within the course and scope of the unit member's assigned duties.
- B. A unit member suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one (1) fiscal year for the same accident or illness.
- C. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- D. Payment for wages lost on any day shall not, when added to an award granted the unit member under the workers' compensation laws of this state, exceed normal wages for the day.
- E. Industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, a unit member is still receiving temporary disability payments under the workers' compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use that amount of his/her accumulated and available normal sick leave and vacation leave, which, when added to the workers' compensation award, provides for a day's pay at the regular rate of pay.
- F. In order to qualify for industrial accident or illness leave coverage, a unit member claiming such leave shall be subject to examination by a designated licensed physician to verify his/her condition.
- G. If the unit member had not previously notified the District of his/her designated licensed physician, the unit member will receive treatment from an employer-designated licensed physician. However, after thirty (30) days treatment by the employer-designated licensed physician, the unit member may request treatment by another licensed physician of the unit member's choice in the Medical Provider Network (MPN).
- H. Unit members can predesignate a personal doctor of medicine (M.D.) or doctor of osteopathy (D.O.) by following the requirements listed in the Predesignation of Personal Physician form (DWC Form 9783). The form must be submitted to the Human Resources office thirty (30) days prior to the illness or injury.
- I. Any time a unit member on industrial accident or illness leave is able to return to an unrestricted work schedule, as verified by a licensed physician, he/she shall be reinstated in an equivalent position without loss of accumulated longevity benefits or seniority.

- J. Leave for industrial accident or illness shall not be considered a break in service for the unit member.
- K. When all available leaves of absence, paid or unpaid, have been exhausted and if the unit member is not medically able to assume the duties of his or her position, the unit member, if not placed in another position, shall be placed on a reemployment list for a period of 39 months.
- L. If, during the 39-month period, the unit member is medically released for return to duty, as verified by a licensed physician, the unit member shall be reinstated to a vacant position in the class of his or her previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the unit member shall be listed in accordance with appropriate seniority regulations.
- M. A unit member who has been placed on a reemployment list, as provided in this section, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.
- N. During a paid leave of absence, the unit member shall endorse to the District wage loss benefit checks received under the workers' compensation laws of this state. The District, in turn, shall issue the unit member appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.
- O. Industrial injury or illness leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under workers' compensation.
- P. Any unit member receiving benefits under this industrial accident or illness leave section who accepts other employment during the interim of this leave shall be deemed to have abandoned his/her position on the date of the acceptance of employment outside the District.
- Q. Industrial accident or illness leave of absence shall commence on the first day of absence. If a claim is subsequently denied, the District will retroactively replace the industrial accident or illness leave with sick leave, vacation leave, and any compensatory time earned to keep the unit member in full pay. If the unit member does not have enough leave to repay the District, arrangements for repayment will be made in accordance with Article 15, Section 11, of this agreement.
- R. A unit member who has sustained a job-related injury or illness shall report the injury to the Chief of Police, or his/her designee, the same work day the injury or illness occurs, or not later than the next scheduled work day following the accident if such accident occurs after hours, unless the unit member's condition makes it physically impossible to do so. In that case, the unit member must notify the employer of the injury or illness once physically possible.

ARTICLE 23
BEREAVEMENT LEAVE

- A. The District agrees to provide unit members, without loss of salary or other benefits, leave of absence not to exceed three (3) working days if in-state distance traveled is less than 300 miles one way, four (4) working days if in-state distance traveled is more than 300 miles one way, or five (5) working days if out-of-state travel is required, per occurrence on account of death of any member of the unit member's immediate family (pro-rated for less than 40 hour a week unit members). Bereavement leave must be taken within six (6) months of the death of the family member.
- B. "Member of the immediate family" as used in this section, means the mother, father, grandmother, grandfather or grandchild of the member or of the member's spouse or registered domestic partner, and the spouse, or registered domestic partner's son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, or any relative in the immediate household of the member, or step-mother, step-father, step-daughter, or step-son.
- C. The District agrees to provide bargaining unit members with a total of eight (8) hours (pro-rated for less than 40 hour a week unit members) bereavement leave per fiscal year without loss of salary or other benefits upon the death of a friend or relative not listed in preceding paragraph. All such leave taken under this provision shall not exceed (8) hours total per fiscal year. Management reserves the right to limit the number of bargaining unit members on bereavement leave due to the death of a district colleague.
- D. An unpaid extension of bereavement leave may be requested by a unit member as out-lined in Article 25.
- E. The minimum bereavement leave increment shall be fifteen (15) minutes.
- F. The bargaining unit member requesting leave may be required to provide evidence of death in the form of a death certificate or obituary if abuse is suspected.

ARTICLE 24
JURY DUTY OR WITNESS LEAVE

Section 1. Jury Duty:

- A. When called for jury duty in the manner provided by law, unit members shall be granted a leave of absence without loss of pay for the time the unit member is required to perform jury duty. Any hours spent on jury duty in any given day shall be reduced from the assigned daily work hours. Within one-half (1/2) hour of release from jury duty, or as soon as possible thereafter, the unit member shall notify the Chief of Police, or his/her designee. Unit members are required to report to work during regular hours preceding and immediately following jury duty and reasonable travel time unless prior authorization has been obtained from the Chief of Police, or his/her designee, to use another type of leave. The Chief of Police, or his/her designee, shall arrange the unit member's scheduled work hours in accordance with department needs.
- B. Request for leave shall be made by presenting as soon as possible the official court summons to the Chief of Police, or his/her designee, and to the District payroll office through regular administrative channels. The District may require verification of jury duty time prior to, or subsequent to, providing jury duty compensation.
- C. Government and local agency employees are required by California Government Code Section 481.200 to waive jury pay. In the event jury fees are paid, reimbursement to the District of any monies earned as a juror, except mileage, shall be made by the unit member.
- D. A unit member called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall he/she be discriminated against in any way for not seeking such exemption. However, the Chief Human Resources Officer, or his/her designee, may discuss the practicality of seeking exemption or delay, as may be permitted by any applicable statute or rule, with the unit member when acceptance would tend to materially disrupt District operations.
- E. Unit members are required to work for any period of their daily work schedule during which jury duty services are less than eight (8) hours or their regularly scheduled shift.

Section 2. Witness Leave:

Leave of absence without loss of pay shall be granted to any unit member who has been served a subpoena to appear as a witness in a court case. Request for leave of absence to serve as a witness would be made by presenting the official court summons to the Chief of Police, or his/her designee. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. Any monies received for being a witness should be submitted to the District. The witness fee assigned to the District does not include the Court's reimbursement to the unit member for transportation expenses.

ARTICLE 25
LEAVE OF ABSENCE WITHOUT PAY

Section 1. Unpaid Leave:

Any unit member with one (1) year or more of service may request up to a total of five (5) days (pro-rated for less than 40 hour a week unit members) leave without pay per fiscal year. Accrual of vacation and sick leave benefits will continue during time off. Utilization of this provision requires prior approval by the Chief of Police, or his/her designee. Requests for additional leave due to extenuating circumstances may be granted beyond five (5) days, but no more than ten (10) days, if approved by the Chief of Police and the Chief Human Resources Officer.

Section 2. Personal Leave:

- A. Any unit member with two (2) years or more of service may be granted a leave not to exceed one (1) year for a specific reason deemed appropriate by the Board and at the convenience of the District.

- B. Any such leave granted shall be without pay or other benefits for the granted unit members. Any personal health or life insurance carried by the unit member through the District may, with the carrier's and District's approval, be continued at the expense of the unit member on personal leave. Unit members shall not accrue sick leave, vacation, holiday or time in service to be applied toward longevity, step increases or anniversary increments.

ARTICLE 26
UNPAID HEALTH LEAVE OF ABSENCE

- A. Upon exhaustion of all paid leaves, a unit member with two (2) or more years of service may, at the discretion of the Board, be granted a leave of absence, without compensation, for health reasons for a period not to exceed one (1) year. At the end of this discretionary leave, a unit member may request to be placed on a thirty-nine (39) month reemployment list.
- B. Certification acceptable to the District of the need for such unpaid leave, or proof of illness, must be provided by a licensed physician.
- C. Unit members on such unpaid leave shall not accrue sick leave, vacation, holiday time, or time in service to be applied toward longevity, step increases, or anniversary increments.
- D. Any such unpaid leave granted, however, shall not count as a break in continuity of service to the District.
- E. The District will continue to provide unit member group medical insurance, with the exception of long-term disability insurance, for up to one (1) year after utilization of all paid leaves for unit members who have been employed two (2) years or more and who become disabled due to accident or illness. Illness or injury will be determined by the District insurance carrier for Long-Term Disability. To be eligible, the unit member is required to request continuance of insurance benefits and pay the employee portion of the premium to the District prior to the first day of each month. A member of the bargaining unit, upon exhaustion of unpaid health leave of absence, may elect to continue District benefits, excluding Long-Term Disability and Life Insurance, provided the unit member pays the monthly COBRA premium beginning with the first month following the end of the leave.

ARTICLE 27
MILITARY LEAVE OF ABSENCE

Unit members shall be granted Military Leave in accordance with state and federal law and applicable action by the Board of Trustees.

ARTICLE 28
LEAVE OF ABSENCE FOR STUDY

- A. Eligibility: Unit members who have completed five (5) consecutive years of service in regular status with the District will be eligible to apply for a leave of absence for study purposes. The granting of such leave shall be entirely discretionary with the District. When a study leave has been authorized and taken, an additional five (5) years of service, after return to duty from the last leave, must be completed before another study leave may be granted. Any leave granted and taken under this rule will not constitute a break in service for any purpose, but the leave time shall not count toward eligibility for a future study leave.
- B. Length: Study leave can be for any period of time not to exceed one (1) year and may be taken in any time increments as approved by the District, but must be completed within three (3) years after the initial part of the leave was commenced. If the leave is not continuous, the service performed between the leave intervals shall be credited toward future study-leave eligibility.
- C. Compensation: If a leave is granted under this Article, the unit member will be paid one-half (1/2) what his/her salary or wage would have been had he/she not been on leave. To qualify the unit member shall use all accumulated vacation prior to being eligible for pay. Compensation shall be paid as follows:
1. If the unit member does not provide a bond as determined by the District or provide a written statement indicating that he/she will serve at least two (2) years (or a two-to-one [2-1] ratio, if leave is taken for a semester only, thereby requiring service of two (2) consecutive semesters) with the District upon return from leave, the agreed to compensation shall be paid in two (2) equal annual installments during the first two (2) years of service to the District following return to duty after termination of leave.
 2. If the unit member provides the required bond or submits a written document, approved by the District, the unit member will be paid the agreed-upon compensation in the same manner as if he/she were in active service with the District. If the unit member fails to complete two (2) years of service for the District following return from leave, except as provided below, he/she may be required to refund to the District a prorated portion of any compensation received while on leave.
 3. If a unit member has provided a bond or written agreement and fails to complete the required two (2) years of service because of his/her death or physical or mental disability, the bond or conditions of the agreement shall be exonerated in the same manner as if the required service had been performed.
- D. Procedure: The unit member must file an application with the District for a leave of absence under this Article and must outline:
1. His/her work history with the District (e.g., positions held and length of service in each).

2. Length of leave requested and time period in which the leave will be completed if granted.
3. The purpose for which the leave is requested. The application must include the complete course of study to be pursued, institution giving the courses, costs involved, degree or other credits to be granted, and pertinent data.
4. Service, if any, to be performed by the unit member for the District during the leave.
5. The benefits to be derived by the District by the granting of the leave.
6. Willingness by the unit member to provide a bond to the District for at least two (2) years after termination of the leave.
7. Willingness to provide the District evidence or to make satisfactory study progress at agreed intervals during the leave. Failure to provide such evidence or to make satisfactory progress may, at the option of the District, result in the immediate cancellation of the leave. Furthermore, the unit member agrees to refund any monies paid pursuant to this Article if it is determined by the District that the unit member has not used the leave for its designated purpose and/or has failed to make satisfactory progress toward the goals established in the application.
8. An agreement by the unit member that he/she will report any employment during the leave to the Director of Human Resources, who shall determine whether conflicts exist with the purpose of the leave.

ARTICLE 29
LEAVE OF ABSENCE FOR RETRAINING

- A. In the event that the Board acts to abolish positions in the classified service and to create new positions because of automation, technological improvements, or for any other reasons, it may provide for the retraining of displaced unit members in accordance with this Article.
- B. To be eligible for retraining leave, a unit member must:
 - 1. have served in the District at least two (2) consecutive years preceding the granting of leave;
 - 2. be serving in a position which the District abolishes, or show that the retraining will clearly benefit the District;
 - 3. indicate a willingness to undergo the prescribed retraining program; and
 - 4. indicate a willingness to serve the District for at least two (2) years after successful completion of the retraining program.
- C. The District shall prescribe the retraining program and may provide the program internally or designate the institution or place where the retraining program is to be conducted.
- D. The District shall grant reimbursement of the costs, including tuition fees, to any unit member who satisfactorily completes approved training to improve his/her job knowledge, ability or skill. Programs eligible for reimbursement shall include, but not be limited to, courses of study at approved academic institutions, seminars and training institutes conducted by recognized professional associations, and conferences, meetings and such other training programs as are designed to upgrade the classified service and to encourage retraining of unit members who may otherwise be subject to layoffs as the result of technological changes. Provisions of this section shall not apply to any unit member who is receiving training and is eligible for reimbursement by any other governmental agency, organization or association.
- E. Any leave granted and taken under this should not constitute a break in service.
- F. Unit Members shall receive one-half (1/2) pay.

ARTICLE 30
ENROLLMENT IN COLLEGE COURSES

Section 1. Reduced Pay or Adjusted Work Schedule:

On either a reduced pay or an adjusted work schedule basis, a unit member may request permission to take a college course during his/her regularly scheduled work day. Approval of such a request by the Chief of Police, or his/her designee, shall be contingent upon the following conditions:

- A. The course will improve the unit member's service to the District.
- B. Additional funds will not be required.
- C. The course is related to the unit member's work assignment as determined by the Chief of Police, or his/her designee; or,
- D. The course is required for the degree or certificate the unit member is seeking;
- E. The department operations in a particular area will not be adversely affected.
- F. Adjusted hours shall be made up within the same workweek during which they are taken;
 - 1. The maximum number of adjusted work hours per week which may be allowed is five (5), except, when a single course requires more than five (5) hours, a maximum of ten (10) hours may be requested.
 - 2. Unit members may request use of vacation leave upon approval of the Chief of Police.
- G. Under no circumstances shall two (2) or more unit members take courses on an adjusted work schedule basis, and be gone from the work unit at the same time. Approval of requests shall be based on seniority within the department.
- H. If the unit member elects to be on a reduced pay schedule, the amount of reduced pay shall be proportionate to the time taken from the regular work week.
- I. Requests must be submitted at least thirty (30) calendar days prior to the start of the course.
- J. A unit member enrolling in District Courses shall be eligible for a waiver of enrollment fees on a space availability basis, except that the unit member shall be required to reimburse the District if the unit member receives a grade of D, F, incomplete, or withdrawal and the District is authorized through automatic payroll deduction to charge back any waived enrollment fees for failure to maintain a grade of C or better.

ARTICLE 31
PERFORMANCE EVALUATIONS

- A. The Chief of Police, or his/her designee, under whom the unit member has served for sixty (60) working days or more during any rating period, shall evaluate the unit member by means of a performance evaluation.

- B. The following schedule shall be followed for the completion of the performance evaluation:
 - 1. For probationary unit members, at the end of the fifth and eleventh months of service.
 - 2. For all regular permanent unit members: at least once each year.
 - 3. For any regular unit member at the time a critical incident (which beneficially or adversely affects the public service) occurs. Such a performance evaluation is considered a legitimate record of the District's continuing appraisal of its unit members.
 - 4. The unit member may request a follow up meeting to review the performance ratings with the Evaluator and Union representative if the performance evaluation states discipline is likely to occur. Such a review meeting shall be scheduled with the Evaluator in advance of a mutually acceptable time, but in no event beyond ten (10) working days.
 - 5. The unit member shall have the right to respond to any performance evaluation within fifteen (15) business days of the date she/he received the performance evaluation or the date a review meeting was conducted pursuant to section 4 above.
 - 6. If the performance evaluation was completed after the unit member received a step or longevity increase, and the unit member received a less than "meets standards" overall rating, that increase will not be reversed. The unit member will not receive a future step or longevity increase until the unit member receives a "meets" or "exceeds" standards on a performance evaluation.
 - 7. Performance evaluations are not subject to the grievance article of this Agreement.

- C. The following procedure shall be adhered to in regards to performance evaluations:
 - 1. The performance evaluation shall be completed by the Chief of Police, or his/her designee.
 - 2. The performance evaluation shall be completed on forms prescribed by the District which may be in an electronic format. The District and POA shall meet to review changes to the performance evaluation criteria.
 - 3. Upon completing the performance evaluation, the Chief of Police, or his/her designee, shall present it to the unit member and give him/her an opportunity to discuss it.

4. The unit member shall then sign the performance evaluation at the time of the meeting in order to indicate receipt and he/she shall retain a signed copy. In the event the unit member is no longer supervised by the person preparing the performance evaluation, it may be delivered by mail.
- D. When a unit member assumes the duties and responsibilities of a higher classification on a temporary basis for at least four (4) months, one or more performance evaluations may be completed for that period of time and will be retained in his/her personnel file.

ARTICLE 32
PERSONNEL FILES

- A. The District agrees that personnel files shall be maintained in the District Human Resources Office, shall be kept in confidence and shall be available for inspection only to management-designated employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the unit member. All documents concerning a unit member shall be kept in the official personnel file at the District Office which may be stored in an electronic format.
- B. The District shall, at reasonable times and at reasonable intervals, upon the request of a unit member, during usual business hours, with no loss of compensation to the unit member, permit that unit member to inspect his/her personnel file.
- C. If, after examination of the unit member's personnel file, the unit member believes that any portion of the material is mistakenly or unlawfully placed in the file, the unit member may request, in writing to the Human Resources department, that the mistaken or unlawful portion be corrected or deleted. Any request made pursuant to this section shall include a statement by the unit member describing the corrections or deletions from the personnel file requested and the reasons supporting those corrections or deletions. A statement submitted pursuant to this section shall become part of the personnel file of the unit member.
- D. Within 30 calendar days of receipt of a request made pursuant to Section C above, Human Resources shall either grant the unit member's request or notify the unit member of the decision to refuse to grant the request. If Human Resources refuses to grant the request, in whole or in part, Human Resources shall state in writing the reasons for refusing the request, and that written statement shall become part of the personnel file of the unit member.
- E. Reviewable material shall not include ratings, reports, or records which:
 - 1. Were obtained prior to the employment of the unit member involved;
 - 2. Were prepared by identifiable examination committee members; or
 - 3. Were obtained in connection with a promotional opportunity.
- F. The District will charge a fee for requesting copies of materials in the personnel file. The fee shall be established by District administration.
- G. The District shall maintain a log of all individuals who have viewed or accessed a unit member's personnel file, excluding human resources staff. The log shall contain the date the file was accessed, the name of the person accessing the file, and the purpose of the access. Such log and the unit member's personnel file shall be available for examination by the unit member or his/her representative, if authorized in writing by the unit member. The log shall be maintained in the unit member's personnel file.

- H. The unit member shall be given an opportunity during normal working hours for release time not to exceed one (1) hour exclusive of travel time and without loss of pay to review the personnel file and sign, initial, and date the material within the time period prior to its being placed in the personnel file.
- I. A unit member shall not have any comment adverse to his interest entered in this personnel file, or any other file used for any personnel purposes by Human Resources without the unit member having first read and signed the instrument containing the adverse comment indicating he or she is aware of such comment, except that such entry may be made if after reading such instrument the unit member refuses to sign it. Should a unit member refuse to sign, that fact shall be noted on that document, and signed or initialed by such unit member.
- J. A unit member shall have 30 calendar days within which to file a written response to any adverse comment entered in his/her personnel file. Such written response shall be attached to, and shall accompany, the adverse comment.

ARTICLE 33
LAYOFF/REDUCTION OF HOURS/ABOLITION OF POSITIONS

Section 1. Notice of Layoff:

- A. The District shall notify Peace Officers' Association (POA) as soon as a final determination is reached by the Board of Trustees to layoff one (1) or more unit members.
- B. The District shall notify POA of the proposed reduction in hours prior to the Board action, and shall meet with POA to negotiate effects of said reduction in hours within ten (10) working days after POA has been properly notified.
- C. The District shall notify the affected unit member's in writing not less than sixty (60) calendar days (sixty days begins on postmark or personal delivery following Board adoption of Layoff Resolution) prior to the effective date of the layoff. The written notice shall include:
 - 1. Reason for layoff;
 - 2. Effective date of layoff action;
 - 3. Seniority placement within class;
 - 4. Reemployment rights in same class and in lower classes in which the unit member has served;
 - 5. Reemployment rights in lower classes in which the unit member meets minimum qualifications;
 - 6. Displacement rights, if any;
 - 7. Promotional rights;
 - 8. Service retirement options if over fifty (50) years of age;
 - 9. Unemployment Insurance Benefits.

Section 2. Displacement of Bargaining Unit Work:

- A. It is agreed that the employer will not contract work to outside agencies as long as bargaining unit members are in a layoff status, including, but not limited to reduction of hours, layoff reemployment list, demotion to avoid layoff, and/or a change of classification to avoid layoff.
- B. No regular unit member (permanent or probationary) of the classified service shall be laid off from any position while employees serving under emergency, provisional or limited-term employment are retained in positions of the same class, or related class for which the unit member is qualified.

Section 3. Maintenance of Benefits:

- A. Health and Welfare: A voluntary reduction in hours to avoid layoff shall not result in loss of eligibility for District contributions for insurance coverage as specified in Article 17.
- B. Unit members who elect service retirement in lieu of layoff shall be eligible for the District contribution toward the health insurance premium for retirees. See Contract, Article 17. The requirement for ten (10) years of District service is waived for early service retirement to avoid layoff. Health benefits shall be paid by the District for one (1) additional month in case of layoff.

Section 4. Order of Layoff:

The order of layoff shall be based on seniority (within classification) throughout the District. A unit member with the least seniority shall be laid off first. Seniority shall be based on the hire date, plus seniority acquired under Articles 28 and 29 of the POA/SCCCD Agreement. Seniority shall be based on paid status in a class and higher related classes.

Section 5. Displacement Rights:

- A. A unit member laid off from his or her present class may displace the least senior unit member in that class;
- B. The least senior unit member in a class may bump into a lower class in which the unit member has served previously providing the unit member has more seniority in the lower class than the least senior unit member in that class.
- C. A unit member who cannot exercise a displacement right under A or B above, may displace another unit member in the same family, as defined by the Personnel Commission, in a lower class, providing the laid-off unit member has more seniority than the least senior person in the lower class, even though the laid-off unit member has not had service in the lower class;
- D. The displacement rights listed above are contingent upon the unit member meeting the minimum qualifications as established by the Personnel Commission for the position.

Section 6. Equal Seniority:

Equal seniority shall be determined on the first day of hire (first day of work). If two (2) or more unit members in a class subject to layoff have equal seniority, the determination as to who shall be laid off will be made on the basis of the greater hire date seniority, (the first day of work); if that be equal it will be made on the highest rank on the eligibility list (combination of score and oral interview, etc.); if that be equal it will be made on the highest score; and if that be equal, then the determination shall be made by lot.

Section 7. Reemployment Rights:

Persons laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations within the District during the period of thirty-nine (39) months. Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather

than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply. The Personnel Commission shall make the determination of the specific period of eligibility for reemployment on a class-by-class basis. Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the unit member, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority.

Section 8. Notification of Reemployment Opening:

Any unit member who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening. Such notice shall be sent by certified mail to the address on file with the District. After the third refusal for employment within the classification from which the unit member was laid off, his/her name shall be removed from the employment list, and the District shall notify POA. It is the responsibility of the laid off unit member to keep the District Human Resources Office informed of a current mailing address.

Section 9. Unit Member Notification to District:

A unit member shall notify the District of his or her intent to accept or refuse reemployment within five (5) working days following postmark of the reemployment notice. If the unit member accepts reemployment, the unit member must report to work within fourteen (14) calendar days after acceptance. The District may extend these time frames for reasonable cause. A unit member given notice of reemployment may decline the reemployment offer on two occasions and still maintain eligibility on the reemployment list, provided the unit member notified the District of refusal of reemployment within five (5) working days from receipt of the reemployment notice.

Section 10. Reemployment in Highest Class:

Unit members shall be reemployed in the highest rated job classification available in accordance with their class seniority. Unit members who accept a position lower than their highest former class shall retain their original thirty-nine (39) month rights plus an additional twenty-four (24) months to the higher paid position.

Section 11. Improper Layoff:

Any unit member who is improperly laid off shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.

Section 12. Voluntary Demotion or Voluntary Reduction In Hours:

Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the unit member's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and with no time limit, except that they shall be ranked in accordance with their seniority on any valid reemployment list.

Section 13. Layoff In Lieu of Displacing:

A unit member who elects a layoff in lieu of displacing maintains his/her reemployment rights under this agreement.

Section 14. Rights During Involuntary Unpaid Status:

Upon return to work, the District shall disregard the break in service of the unit member and classify him/her as, and restore to him/her all of the rights, benefits and burdens of a permanent unit member in the class to which he/she is reinstated or reemployed.

Section 15. Retirement In Lieu of Layoff:

A unit member who is laid off may elect service retirement and the District shall notify PERS that retirement was due to layoff upon receipt of notification by the unit member. Such unit member shall within ten (10) working days prior to the effective date of proposed layoff complete and submit a retirement form provided by the District for this purpose. This unit member's name shall be placed on a reemployment list for thirty-nine (39) months.

Section 16. Unit Member Roster:

In the event of a layoff, the District shall provide POA an updated seniority roster indicating bargaining unit members' classification and hire date (including lower classifications when layoffs occur for those unit members affected by the layoff) in which the unit member served.

ARTICLE 34
DISCIPLINARY ACTION

- A. Status of Permanent Unit Members: After serving a probationary period of one (1) calendar year a unit member in the classified service shall be designated as a permanent unit member. No person in the permanent classified service shall be suspended, demoted or dismissed, except for reasonable cause as detrimental to the efficiency of the classified service.
- B. Discipline of Probationary Unit Members: Probationary bargaining unit members are not accorded the rights of regular permanent classified unit members. Probationary bargaining unit members shall be given reasonable separation notice and the right to request a conference with the Chief Human Resources Officer, or his/her designee, if dismissal is recommended. Probationary bargaining unit members may be dismissed at any time.
- C. Definitions
1. Dismissal: Permanent removal from the employment of the District.
 2. Suspension: Temporary removal from employment for a specified period of time without pay.
 3. Demotion: Permanent placement in a lower classification without the unit member's written voluntary consent.
 4. Disciplinary Action: Includes any action whereby a permanent unit member is deprived of any classification or any benefits or rights attendant upon any classification in which the unit member has permanence, including suspension, dismissal or demotion without the unit member's voluntary consent, except for layoff for lack of work or lack of funds.
 5. Punitive Action: Includes any action that may lead to dismissal, demotion, suspension, reduction in salary, letter of reprimand, or transfer for purposes of punishment.
 6. Charges: A basis for imposition of discipline upon a unit member. The charges for which a unit member may be disciplined are set forth in Section D below.
 7. Incident: A specific transaction, occurrence, act or omission, which constitutes the factual basis upon which a charge is based.
 8. Skelly Conference: A conference at which the charges and incidents are reviewed with the unit member and the unit member is allowed to respond.
 9. Notice of Charges and Recommended Disciplinary Action: Notice of Charges and Recommended Disciplinary Action sets out the charges and incidents upon which the District seeks to discipline a unit member. The Notice of Charges and Recommended Disciplinary Action shall not be considered a formal disciplinary recommendation until the Skelly Conference has taken place and the Vice Chancellor of Operations and

Information Systems, Chancellor or his/her designee, has made a recommendation to the Board of Trustees that the unit member be disciplined. Until the Vice Chancellor of Operations and Information Systems, Chancellor or his/her designee, has approved the Notice of Charges and Recommended Disciplinary Action, it shall merely be considered a proposed disciplinary measure by the Chief of Police, or his/her designee.

D. Charges: A permanent classified unit member may have disciplinary action taken against him or her based on any of the charges set forth below:

1. Job Performance:

- a. Incompetence.
- b. Inefficiency in the performance of the duties of his or her position.
- c. Inattention to or dereliction of duty, including, but not limited to, carelessness or negligence in the performance of one's duties or in the care or use of District property.
- d. Insubordination, including, but not limited to, refusal to perform assigned work or to carry out directions of authorized District personnel.
- e. Excessive or unexcused absenteeism.
- f. Excessive tardiness.
- g. Absence from duty without prior authorization or failure to report after a leave has expired or after notice has been provided that a leave has been disapproved, revoked or canceled.
- h. Failure to report for work within a reasonable time after notice of recall from layoff.
- i. Inability to perform assigned duties, including, but not limited to, mental or physical incapacity.
- j. Failure to possess or maintain required licenses.
- k. Inability to be insured or bonded at the District's standard rate.

2. Personal Conduct:

- a. Discourteous, offensive, or abusive conduct or language toward fellow employees, students, or the public.
- b. Any conduct which bears some rational relationship to the employment and is of

a character that can reasonably result in the impairment of the public service of the District.

- c. Reporting for duty under the influence of or, carrying into District facilities, or possessing, consuming, or using on District premises, or inducing or causing others to use, drugs or other controlled substances; or giving, selling, or delivering such items to any other person on District premises.
 - d. Drinking alcoholic beverages on the job, or reporting for work under the influence of alcohol, or carrying an alcoholic beverage into a District facility or onto District property without prior authorization.
 - e. Marking, defacing, damaging, writing, or drawing on any District property not designed for that purpose.
 - f. Furnishing confidential information and/or material to unauthorized personnel or removal of records from an employee's personnel file.
 - g. Unauthorized review of an employee's personnel file or unauthorized removal of records from an employee's personnel file.
 - h. Abuse of leave privileges.
 - i. Dishonesty.
 - j. Falsifying any information supplied to the District, including, but not limited to, information supplied on application forms, employment records, examination materials, time keeping records, absence slips, or travel and conference reimbursement forms.
 - k. Unauthorized use of a District vehicle, including, but not limited to, transporting unauthorized persons in a District vehicle; or driving a vehicle on District business when one's driver's license has expired, been suspended, revoked or is in violation of any condition specified by the Department of Motor Vehicles.
 - l. Offering anything of value or any service in exchange for special treatment in connection with one's job or employment, or accepting anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
 - m. Fraud in securing employment with the District.
3. Violation of Laws, Policies, Procedures, and Other Agreements:
- a. Engaging in political activity during assigned hours of employment or otherwise in violation of applicable rules or agreements.

- b. Failure to report for a District-required medical examination after due notice.
 - c. Conviction of a sex offense as defined in Education Code Section 87010 or other provisions of the law.
 - d. Conviction of a narcotics offense as defined in Education Code Section 87011 or other provisions of the law.
 - e. Conviction of a felony or a misdemeanor involving moral turpitude. A plea of guilty or a plea of nolo contendere to a charge of a felony or any misdemeanor involving moral turpitude is deemed to be a conviction within the meaning of this section.
 - f. Advocacy of overthrow of federal, state, or local government by force, violence or other unlawful means.
 - g. Inducement or attempt to induce any unit member to commit an unlawful act or to act in violation of any District policy, rule, or regulation.
 - h. Violation of or failure to comply with, established procedures in the work unit, provisions of the Education Code, District policies, rules or regulations, or rules and regulations made applicable to public community colleges by the Governing Board or by an appropriate federal, state, or local government.
- E. Time Period for Bringing Disciplinary Action: No disciplinary action shall be taken for any cause which arose more than one (1) year before the unit member is provided with the proposed Notice of Intent or Notice of Adverse Action unless such cause was concealed or not disclosed by the unit member or such cause could not have reasonably been discovered by the District. The District and POA will comply with the provisions set forth in California Government Code §3304, as may be amended. A complete copy of the Public Safety Officers Procedural Bill of Rights Act (POBRA) is attached as Appendix VI.
- F. Short Term Suspension and Paid Administrative Leave:
- 1. Short Term Suspension:
 - a. The Chancellor, Chief Human Resources Officer, or the Vice Chancellor of Operations and Information Systems, or his/her designee, after consultation with Human Resources, may immediately suspend a unit member without pay for up to and including five (5) working days. In such cases, the Chancellor, Chief Human Resources Officer, or Vice Chancellor of Operations and Information Systems, or his/her designee, shall orally notify the unit member of the reason(s) for the suspension and the unit member shall be allowed the opportunity to respond orally at that time.
 - b. Within a reasonable time after the suspension, written charges will be prepared

and served upon the unit member. The Governing Board shall make its determination to ratify, reject, or modify the suspension at the next available Board meeting after the suspension. If the Board upholds the suspension, the unit member shall be notified in writing of the Board's decision.

- c. The decision of the Board shall be final unless the unit member requests a hearing in writing within fourteen (14) calendar days after notice of the Board's action has been served. If the unit member requests a hearing, the Personnel Commission shall conduct a hearing within fourteen (14) calendar days.

2. Paid Administrative Leave: Paid administrative leave is a separation from employment with pay. If the Chancellor, Chief Human Resources Officer, Vice Chancellor of Operations and Information Systems, or his/her designee, determines that it is in the best interest of the District, he or she may, after consultation with Human Resources, place a unit member on leave with pay pending investigation preliminary to taking disciplinary action. The District shall comply with all disciplinary procedures required by this Article at the earliest possible time.

- G. General Disciplinary Provisions (Informal): Informal discipline is a memo of concern or a letter of reprimand. A letter of reprimand is placed in a unit member's personnel file and subject to the provisions described in the SCCCD/POA Agreement and the Public Safety Officer Procedural Bill of Rights Act (POBRA). A memo of concern will stay in the supervisory file for two (2) years from the date of issuance unless the Vice Chancellor, Human Resources in consultation with the Chief of Police, or his/her designee determine it will be removed earlier. However, if there have been reoccurrences of the behavior indicated in the memo of concern, within two (2) years, the memo will not be removed from the supervisory file and destroyed. Informal discipline does not require written notice of recommended disciplinary action and charges. No informal discipline is a necessary prerequisite to any other disciplinary action, formal or informal. The following administrative appeal process is established pursuant to California Government Code §3304.5. It shall supplement, though not replace, the existing disciplinary appeal process utilizing the District Personnel Commission hearing process. This procedure shall not apply to disciplinary actions for which bargaining unit members already are entitled to receive an appeal utilizing the District Personnel Commission hearing process. It shall only apply to punitive actions, as that term is defined by California Government Code §3303, for which bargaining unit members do not already receive an appeal hearing before the District Personnel Commission. This provision is not intended, and shall not be construed, as a waiver of any of the rights set out in California Government Code §3304(b). The appeal process for informal discipline is as follows:

1. Right to Administrative Appeal

- a. Any public safety officer (as defined by California Government Code §3301) who is subjected to punitive action (as defined by California Government Code §3303) consisting of a letter of reprimand, or a reassignment resulting in a reduction of pay is entitled to an administrative appeal only pursuant to this procedure. A unit member shall not be entitled to appeal an action prior to its imposition.

- b. A unit member who appeals a punitive action under this procedure shall bear his/her own costs associated with the appeal hearing, including, but not limited to any and all attorney fees. The cost of a hearing officer shall be divided equally between the unit member/Association and the District.

2. Appeal of Letter of Reprimands

- a. Within five (5) calendar days of receipt by a unit member of notification of punitive action consisting of a letter of reprimand, the unit member shall provide written notice to the Chief of Police, or his/her designee, of the unit member's intent to appeal the letter of reprimand.
- b. The notice of appeal shall specify the substantive and procedural grounds for the appeal.

3. Hearing Officer (Appeal of Letter of Reprimands Only)

- a. The Chief Human Resources Officer shall hear appeals of letter of reprimands, and may adopt, modify or reject the letter of reprimand. The decision of the Chief of Human Resources Officer shall be final and binding. If a District reorganization affects the reporting structure of the District police department in that the police department would report directly to the Chief Human Resources Officer, the two (2) parties will reopen negotiations on the designation of a hearing officer.
- b. The hearing before the Chief Human Resources Officer shall not be a trial-type evidentiary hearing. The limited purpose of the hearing shall be to provide the unit member with an opportunity to establish a record of the circumstances surrounding the action and to seek modification or rejection of the letter of reprimand. There shall be no subpoenas issued (for people or documents.)

4. Appeal of Other Punitive Action

- a. Appeal of punitive action consisting of a reduction in salary caused by a reassignment shall be subject to appeal by means of the unit member filing an appeal with the Chief of Police within five (5) calendar days of receipt by the unit member of notice of punitive action being implemented on a date certain. The unit member shall notify the Chief of Police in writing of the officer's intent to appeal said action.
- b. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for appeal.
- c. The appeal shall be presided over by a hearing officer selected from a list of nine (9) provided by the State Mediation and Conciliation Service. The hearing

officer shall be selected by alternate striking of names by the respective parties.

5. Conduct of Hearing (Reassignment for Purposes of Punishment, Reduction in Salary Caused by a Reassignment)

- a. The formal rules of evidence do not apply, although the hearing officer shall have discretion to exclude evidence that is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.
- b. The parties may present opening statements.
- c. The parties may present evidence through documents and direct testimony.
- d. The parties shall have the right to cross-examine witnesses.
- e. Following the presentation of evidence, if any, the parties may present closing arguments.
- f. The hearing shall be audio recorded or reported by a court reporter.
- g. The unit member may be represented by a representative of his or her choice at all stages of the proceedings. All costs associated with such representation and the presentation of the unit member's case shall be borne by the unit member.
- h. The District shall also be entitled to representation at all stages of the proceedings. The District shall bear its cost of representation and presentation of its case.
- i. The cost of a hearing officer shall be divided equally between the POA and the District.
- j. The decision of the hearing officer shall be final subject to the right of each party to the proceeding to contest the hearing officer's determination by means of a C.C.P. § 1094.5 petition for writ of mandate.

H. General Disciplinary Provisions (Formal):

1. It is the District's responsibility to present the unit member to be disciplined with a "notice of recommended disciplinary action and charges" prior to the imposition of discipline unless otherwise specified in this Article.
2. Discipline may be recommended in accordance with this section if, in the judgment of the Chief of Police, or his/her designee, or other authorized administrator, disciplinary action is needed. Prior to the Skelly conference, a unit member against whom disciplinary action has been recommended shall be presented with the Notice of Recommended Disciplinary Action and Charges.

3. Notice of Recommended Disciplinary Action and Charges: The Notice of Recommended Disciplinary Action and Charges shall include the following:
 - a. A statement of the charges upon which the disciplinary action is recommended; a statement in ordinary and concise language of each specific incident upon which the charges are based; the Recommended Disciplinary Action; and a statement as to provisions of Section D, if any which has been violated.
 - b. A statement that the unit member will be accorded a Skelly conference with the Vice Chancellor of Operations and Information Systems or Chancellor, or his/her designee, at a time and place prescribed in the Notice of Recommended Disciplinary Action and Charges, with an opportunity at that time to respond to each charge and incident.
 - c. The unit member's right to have copies of the material upon which the disciplinary action is based.
 - d. The unit member's right to appear personally and to be represented by a person or counselor of their choice.
 - e. The Chief Human Resources Officer, or his/her designee, shall file the Notice for Recommended Disciplinary Action and Charges and shall be deemed complete upon personal delivery or upon deposit in the U.S. registered/certified mail, return receipt requested, and addressed to the last known address of the unit member as contained in district human resources office records.

4. Skelly Conference
 - a. The purpose of the Skelly Conference is to review the Notice of Recommended Disciplinary Action and Charges, charge by charge, incident by incident, to allow the unit member to respond to each charge and incident.
 - b. The conference shall be an informal meeting and shall not be conducted by formal evidentiary rules. The conference may be tape recorded by mutual agreement. The conference shall be conducted on the date stated on the original Notice of Recommended Disciplinary Action and Charges provided to the unit member, unless a change is mutually agreed to by the Vice Chancellor of Operations and Information Systems, or his/her designee, and the unit member. The Vice Chancellor of Operations and Information Systems, or his/her designee, will serve as the administrator responsible for conducting the conference. During the conference the unit member may be represented by a person of their choice.
 - c. The Vice Chancellor of Operations and Information Systems, or his/her designee shall, after the conclusion of the conference, make a determination of the appropriateness of the recommended disciplinary action and the charges and incidents upon which such disciplinary action is recommended. The District will

retain the taped copy of the conference for possible reference, and a copy shall be made available to the unit member upon request.

- d. The Vice Chancellor of Operations and Information Systems, or his/her designee, may accept, modify, or reject the Notice of Recommended Disciplinary Action and Charges prior to forwarding his or her recommendation to the Board of Trustees
5. Revision of Notice of Recommended Disciplinary Action and Charges: Following service of the Notice of Recommended Disciplinary Action and Charges upon the unit member, an amended or supplemental Notice of Recommended Disciplinary Action and Charges may be served upon the unit member. If the amended or supplemental recommendation presents new charges or incidents, the unit member shall be afforded a reasonable opportunity to discuss the new matters with the Chief of Police and the Vice Chancellor of Operations and Information Systems.
6. Unit Member Status Pending Decision by Governing Board: With the exception of a unit member placed on short-term suspension or administrative leave, the recommended disciplinary action shall not take effect until the Governing Board takes action. The unit member against whom disciplinary action has been recommended shall remain on active duty status and shall be responsible for fulfilling the duties of the position pending a decision by the Board unless otherwise stated in these rules.
7. Governing Board: The Board retains the right to accept, modify, or reject any portion of the Notice of Recommended Disciplinary Action. The Board may also accept, increase, or decrease the disciplinary penalty. The Board may ask for further evidence or information prior to mailing its decision. Finally, the Board may accept the recommendation of the district administration, take action in closed session, and report that action.
8. Personnel Commission Hearing
 - a. The decision of the Board is final, unless the unit member requests within fourteen (14) calendar days, in writing, a hearing. The unit member's failure to request a hearing shall constitute a final waiver of the unit member's right to a hearing. The Chief Human Resources Officer, or his/her designee, shall correspond to the unit member describing his or her appeal rights.
 - b. In the event of elimination of the Personnel Commission, the unit member shall have the right to request the appointment of an arbitrator as provided in Article 35, Section 5, D.

ARTICLE 35 GRIEVANCE PROCEDURE

Purpose: To provide an orderly procedure for reviewing and resolving grievances promptly.

Section 1. Definitions

- A. "Grievance" is a formal written allegation by a grievant that there has been a violation, misapplication, or misinterpretation of any provision of this Agreement. It is the intent of the parties to review and resolve grievances at the lowest possible administrative level. Other matters for which a specific method of review is provided by law, by policies, rules and regulations of the Board of Trustees, or by the administrative regulations and procedures of this District are not within the scope of this Article.
- B. A "grievant" may be any member or members of the bargaining unit covered by the terms of this Agreement or POA and who have been adversely and specifically affected by the misapplication of a specific term or condition of the bargaining agreement.
- C. A "day" (for the purposes of this grievance policy) is any day on which the central administrative office, also known as the District Office, of the State Center Community College District is open for business.
- D. The "immediate supervisor" is the first administrator not within the same bargaining unit as the grievant and having immediate jurisdiction over the grievant.

Section 2. Time Limits

- A. A grievant who fails to comply with the established time limits at any step shall forfeit all rights to further application of this Grievance Procedure relative to the grievance in question.
- B. Failure of the District to respond within established time limits to any step entitles the grievant to proceed to the next step.
- C. Time limits and steps may be extended or waived by mutual written consent of the parties.

Section 3. Other Provisions

- A. Unit members have the right to present grievances to the District and have such grievances adjusted without intervention of the exclusive representative as long as the adjustment:
 - 1. does not constitute a violation of this Agreement;
 - 2. occurs before mutual agreement between the District and exclusive representative to refer the matter to the PERB;
 - 3. is not involved in a failure of the District or exclusive representative of that unit to comply with agreed-to procedures necessitating a court order to enforce compliance;
 - 4. has not previously been adjusted under the above procedures; and

5. provided the District has submitted a copy of the grievance and the proposed resolution to the exclusive representative, and the exclusive representative has been permitted ten (10) working days to file a response with the District prior to a final decision.
- B. "Application" - Grievances as defined in this Agreement in Article 35, Section 1, shall be brought only through this procedure.
 - C. "Grievance Processing - Limits" - The grievance procedure must be invoked within thirty (30) calendar days of the time the grievance or alleged grievance could reasonably have become known to the member.
 - D. Unit Member Legal Rights -- Nothing contained herein shall deny to any unit member his/her rights under state or federal constitution laws. The District strictly prohibits retaliation against any unit member for filing a grievance or for participating in a grievance investigation. All allegations of retaliation will be swiftly and thoroughly investigated. If the District determines that retaliation has occurred, it will take all reasonable steps within its power to stop such conduct. Individuals who engage retaliatory conduct are subject to disciplinary action, up to and including termination or expulsion. Any unit member who believes he/she has been retaliated against should immediately report such incidents by following the procedures described in Administrative Regulation 3435.
 - E. Any grievance involving all unit members may begin at Level III.
 - F. The unit member's grievance, all appeals, and responses shall be kept in a file separate from the unit member's personnel file.

Section 4. Informal Discussion - Oral

Within thirty (30) days of the time a unit member knew or reasonably should have known of an alleged grievance, the unit member, either directly or accompanied by the POA representative, "grievance chairperson," or his/her designee, shall orally discuss with the Chief of Police, or his/her designee, the alleged grievance. Within ten (10) days, the Chief of Police, or his/her designee, shall give his/her oral response.

Section 5. Formal Level:

A. Level I:

1. Within ten (10) days of the oral response, if the grievance is not resolved, it shall be stated in writing on the "Classified Grievance Form" which may be in an electronic format, as provided by the District (and shown as Appendix III of this Agreement), signed by the grievant, and presented to the Chief of Police, or his/her designee.
2. The Chief of Police, or his/her designee, shall communicate his/her decision to the unit member in writing within ten (10) days after receiving the grievance.
3. Within the above time limits, either the grievant or the Chief of Police, or his/her

designee, may request a personal conference with the other party.

B. Level II:

1. In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the decision on the appropriate form to the Vice Chancellor of Operations and Information Systems, or his/her designee, within ten (10) days.
2. This statement shall include a copy of the original grievance and a written copy of the decision rendered by the Chief of Police, or his/her designee.
3. The Vice Chancellor of Operations and Information Systems, or his/her designee, shall communicate the decision to the grievant in writing within twelve (12) days of receiving the appeal. Either the grievant or Vice Chancellor of Operations and Information Systems, or his/her designee, may request a personal conference within the above time limits.

C. Level III:

1. If the grievant is not satisfied with the decision at Level II, he/she may, within ten (10) days, appeal the decision on the appropriate form to the Chancellor, or his/her designee.
2. This statement shall include copies of the original grievance and appeals, and written copies of the decisions rendered.
3. The Chancellor, or his/her designee, shall communicate his/her decision in writing to the grievant within fifteen (15) days.

D. Level IV: Arbitration

1. Within fifteen (15) days after receipt of the decision of the Chancellor, or his/her designee, the grievant may, upon written notice to POA, request the grievance be submitted to arbitration under and in accordance with the prevailing rules of the American Arbitration Association. Only POA (exclusive representative) may demand arbitration.
2. Within ten (10) working days after the District receives written notification of the Association's desire to arbitrate, the parties shall discuss whether they are willing to participate in voluntary mediation before a mutually agreed-upon mediator and upon such terms and conditions that they agree upon. In the event the parties agree to mediation, the selection of the arbitrator shall be held in abeyance until the conclusion of the mediation process. Either party can terminate the medication process at any time by giving written notice to the other party.
3. If the parties do not agree to mediation, or if one party terminates the mediation process, the parties shall have fifteen (15) working days to agree upon an arbitrator. If no

agreement is reached, the parties shall request seven (7) names from the California State Conciliation Service and shall, by alternate striking of names, select an arbitrator. The arbitrator shall be bound by the arbitration standards enumerated below.

4. Powers of the Arbitrator: The arbitrator shall have no power to disregard, alter, amend, change, modify, add to, or subtract from any of the terms of this Agreement nor establish, alter, or modify any salary structure, but shall determine whether or not there has been a violation of this Agreement as complained of by the grievant and the arbitrability of any grievance where arbitrability is questioned by either party. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to her/him by the respective parties in the presence of each other, and upon post-hearing briefs of the parties. However, the arbitrator may also make official notice of a matter of fact or law that is appropriate for official notice by the statutory or decisional law of the State of California or of the United States.

The arbitrator shall, therefore, not have authority, nor shall he/she consider it his or her function to decide any issue not properly before him/her or to interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not render any decision or award, or fail to render any decision or award, merely because in his/her opinion such decision or award is fair or equitable. No decision or award rendered by the arbitrator shall be retroactive beyond the beginning of the period specified in Level I of the grievance procedure set forth in this Article.

5. All fees and expenses of the arbitrator shall be shared equally by the District and POA. Other expenses shall be borne by the party incurring them. Neither party shall be responsible for the expense of non-employee witnesses called by the other party.

6. The decision of the arbitrator shall be final and binding on all parties.

Section 6. Witness and Grievant Release Time

The District and POA (exclusive representative) may call witnesses. Any unit member attending the hearing as a witness in connection with the grievance procedure during working hours, shall request release time according to Article 7, Section I.

The grievant and his/her representative shall be provided release time without loss of compensation for the purpose of attending grievance conferences or hearings. Release time shall not be provided for a grievance investigation or preparation. Reasonable release time shall be made available for the express purposes set forth in the Educational Employment Relations Act.

Section 7. Complaints Not Covered in This Article

Any complaint not covered by the grievance definition shall be resolved through the District complaint procedure. A complaint procedure form shall be made available through the Human Resources Office.

ARTICLE 36
CLASSIFICATION STUDIES

Classification studies designed to analyze and study a whole class or classes and/or job families, shall be performed only by mutual agreement by and between POA and the District which shall be limited in frequency to not more than one (1) such study in any five (5) year period. The District and POA shall meet and confer regarding the comparator agencies used in the salary study.

ARTICLE 37
DISTRIBUTION OF CONTRACT

The District agrees it shall make this Agreement available on the District's website as soon as practicable after settlement is reached. The District shall provide the website link to each bargaining unit member, and to each new bargaining unit member within the effective period of the Agreement.

ARTICLE 38
OPENERS

- A. The District and POA agree that except as expressly set forth herein, this contract shall not be subject to reopening on any item for the duration of the Agreement or unless mutually agreed to by both parties. Neither party is obligated to agree to reopen this contract except as stated herein, and any agreement to reopen this contract must be signed in writing by the parties. The contract will run through June 30, 2020.

Upon completion of the CALPERS Public Safety Actuarial study, the District and POA agree to meet and confer regarding the findings.

- B. If, during the term of this Agreement, the Personnel Commission is terminated, the parties agree to negotiate articles for classification, and reclassification.

AGREEMENT

This Agreement, made and entered into this 10th day of January 2018, between the State Center Community College District and the Peace Officers' Association, its successor and affiliates, is effective upon ratification as set forth in Article 1 of this Agreement and shall remain in full force and effect until the close of the workday June 30, 2020.

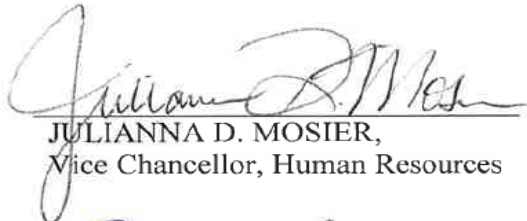
This final settlement agreement concludes bargaining on all issues currently the subject of negotiations between the parties.

Any article proposed for amendment by the Exclusive Representative in accordance with Article 38, shall be deemed herein to remain unchanged in the Collective Bargaining Agreement unless otherwise expressly stated.

**IN WITNESS WHEREOF, EACH OF THE PARTIES AFFIX THEIR SIGNATURES
HERETO ON THIS 10th DAY OF JANUARY 2018**

STATE CENTER COMMUNITY
COLLEGE DISTRICT

PEACE OFFICERS' ASSOCIATION



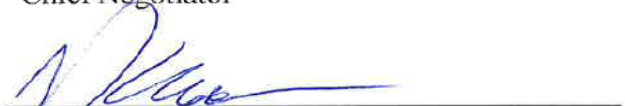
JULIANNA D. MOSIER,
Vice Chancellor, Human Resources



CHRISTOPHER BOSWORTH,
Chief Negotiator



SAMERAH CAMPBELL,
Director of Human Resources



DANIEL KOONTZ,
POA Consultant

APPENDIX I

POA BARGAINING UNIT CLASSIFICATIONS

<u>CLASSIFICATIONS</u>	<u>SALARY RANGE</u>
Police Sergeant	71
Police Officer	61

**SCCCD PERSONNEL SYSTEM
POA - Annual Schedule P
Effective July 1, 2017**

Range	A	B	C	D	E
31	\$26,369	\$27,735	\$29,185	\$30,672	\$32,177
32	\$27,104	\$28,470	\$29,853	\$31,409	\$33,034
33	\$27,735	\$29,185	\$30,672	\$32,177	\$33,751
34	\$28,470	\$29,853	\$31,409	\$33,034	\$34,654
35	\$29,185	\$30,672	\$32,177	\$33,751	\$35,509
36	\$29,853	\$31,409	\$33,034	\$34,656	\$36,382
37	\$30,672	\$32,177	\$33,751	\$35,509	\$37,302
38	\$31,409	\$33,034	\$34,656	\$36,382	\$38,262
39	\$32,177	\$33,751	\$35,509	\$37,302	\$39,098
40	\$33,034	\$34,656	\$36,382	\$38,262	\$40,193
41	\$33,751	\$35,509	\$37,302	\$39,098	\$41,120
42	\$34,654	\$36,382	\$38,262	\$40,193	\$42,192
43	\$35,509	\$37,302	\$39,098	\$41,116	\$43,200
44	\$36,382	\$38,262	\$40,193	\$42,192	\$44,259
45	\$37,302	\$39,098	\$41,116	\$43,200	\$45,319
46	\$38,262	\$40,193	\$42,192	\$44,259	\$46,497
47	\$39,098	\$41,116	\$43,200	\$45,319	\$47,624
48	\$40,193	\$42,192	\$44,259	\$46,497	\$48,822
49	\$41,116	\$43,200	\$45,319	\$47,624	\$50,002
50	\$42,192	\$44,259	\$46,497	\$48,822	\$51,316
51	\$43,200	\$45,319	\$47,624	\$50,002	\$52,514
52	\$44,259	\$46,497	\$48,822	\$51,316	\$53,810
53	\$45,319	\$47,624	\$50,002	\$52,514	\$55,110
54	\$46,497	\$48,822	\$51,316	\$53,810	\$56,460
55	\$47,624	\$50,002	\$52,514	\$55,110	\$57,880
56	\$48,822	\$51,316	\$53,810	\$56,460	\$59,332
57	\$50,002	\$52,514	\$55,110	\$57,880	\$60,773
58	\$51,316	\$53,810	\$56,460	\$59,332	\$62,289
59	\$52,514	\$55,110	\$57,880	\$60,765	\$63,724
60	\$53,810	\$56,460	\$59,332	\$62,289	\$65,348
61	\$55,110	\$57,880	\$60,765	\$63,724	\$66,952
62	\$56,460	\$59,332	\$62,289	\$65,348	\$68,613
63	\$57,880	\$60,765	\$63,724	\$66,952	\$70,286
64	\$59,332	\$62,289	\$65,348	\$68,613	\$72,081
65	\$60,765	\$63,724	\$66,952	\$70,286	\$73,805
66	\$62,289	\$65,348	\$68,613	\$72,081	\$75,736
67	\$63,724	\$66,952	\$70,286	\$73,805	\$77,480
68	\$65,348	\$68,613	\$72,081	\$75,736	\$79,443
69	\$66,952	\$70,286	\$73,805	\$77,480	\$81,358
70	\$68,613	\$72,081	\$75,736	\$79,443	\$83,393
71	\$70,286	\$73,805	\$77,480	\$81,358	\$85,459
72	\$72,081	\$75,736	\$79,443	\$83,393	\$87,596
73	\$73,805	\$77,480	\$81,358	\$85,459	\$89,714
74	\$75,736	\$79,443	\$83,393	\$87,596	\$92,020
75	\$77,480	\$81,358	\$85,459	\$89,714	\$94,278
76	\$79,443	\$83,393	\$87,596	\$92,020	\$96,619
77	\$81,358	\$85,459	\$89,714	\$94,278	\$98,926
78	\$83,393	\$87,596	\$92,020	\$96,619	\$101,352
79	\$85,492	\$89,751	\$94,311	\$98,996	\$103,863

*A longevity increase is granted after number of years of service completed: 10 years = 2.5%; 14 years = 5%; 17 years = 7.5%; 21 years = 10%; 25 years = 12.5%

*A professional growth increase is granted after # of units completed after employment: 15 units = \$300/yr; 30 units = \$600/yr; 45 units = \$900/yr; 60 units = \$1,200/yr

*A shift differential increase is granted if shift is: 4 or more hours btwn 6pm & 12am = 7.5%; 4 or more hours btwn 12am & 6am = 10%

*A special assignment increase of 5% is granted for all hours worked when specially assigned as a Field training Officer or Range Master.

*A POST certificate differential increase is granted after a permanent unit member receives: Intermediate POST certificate = 1%; Advanced POST certificate = 2%

*All increases are subject to approval by Human Resources as per the bargaining unit contract and Personnel Commission Rules.

CLASSIFIED GRIEVANCE FORM Grievance No. *
 (For use by classified bargaining unit members)

Employee name	College or District Office	Department
Date of alleged violation	Date of informal discussion	Date of oral response
Date of filing of this statement	Specific articles and sections alleged to have been violated:	
Explanation of alleged violation, including all pertinent supportive facts.		
Statement of relief, remedy, action believed necessary to resolve this grievance.		
Signature: _____		
Level I: Step 1 – Supervisor response to grievance	Date of Receipt: _____	
	Date of Response: _____	
Signature: _____	Grievance Resolved: <input type="checkbox"/>	
	Grievance Denied: <input type="checkbox"/>	
Level I: Step 2 – Employee response to Step 1 decision and if not acceptable, reasons for appeal to Level II	Date of Receipt: _____	
	Date of Response: _____	
Signature: _____	Decision Acceptable: <input type="checkbox"/>	
	Appeal to Level II: <input type="checkbox"/>	

*Call office of the Vice Chancellor, Human Resources
to obtain a Grievance Number

<p>Level II: Step 1 – College President/Designee response to grievance</p> <p>Signature: _____</p>	<p>Date of Receipt: _____</p> <p>Date of Response: _____</p> <p>Grievance Resolved: <input type="checkbox"/></p> <p>Grievance Denied: <input type="checkbox"/></p>
<p>Level II: Step 2 – Employee response to Step 1 decision and, if not acceptable, reasons for appeal to Level III</p> <p>Signature: _____</p>	<p>Date of Receipt: _____</p> <p>Date of Response: _____</p> <p>Decision Acceptable: <input type="checkbox"/></p> <p>Appeal to Level III: <input type="checkbox"/></p>
<p>Level III: Step 1 – Chancellor/Designee response to grievance</p> <p>Signature: _____</p>	<p>Date of Receipt: _____</p> <p>Date of Response: _____</p> <p>Grievance Resolved: <input type="checkbox"/></p> <p>Grievance Denied: <input type="checkbox"/></p>
<p>Level III: Step 2 – Employee response to step 1 decision and, if not acceptable, reasons for appeal to Level IV</p> <p>Signature: _____</p>	<p>Date of Receipt: _____</p> <p>Date of Response: _____</p> <p>Decision Acceptable: <input type="checkbox"/></p> <p>Appeal to Level IV: <input type="checkbox"/></p>
<p>Level IV: Final and Binding Decision of the Arbitrator</p>	<p>Date of Receipt: _____</p> <p>Date of Hearing: _____</p> <p>Date of Response: _____</p> <p>Grievance Resolved: <input type="checkbox"/></p> <p>Grievance Denied: <input type="checkbox"/></p>

Notes:

1. Attach all responses to this form at all levels.
2. Observe time frame requirements of pertinent policy.

Memorandum of Understanding and Agreement
By and Between
State Center Community College District
And
State Center Community College District Peace Officer's Association
January 19, 2017

This Memorandum of Understanding and Agreement ("MOU") is entered into by and between the State Center Community College District (hereinafter "District") and the State Center Community College District Peace Officer's Association (hereinafter "POA").

The POA enters into this MOU as the Exclusive Representative of the bargaining unit of peace officers.

The District and POA agree as follows:

1. The District will coordinate the effort to request and obtain an actuarial valuation by CalPERS to determine the cost of changing the current CalPERS retirement plan for peace officers employed by the District to a PERS Safety Retirement Plan with a benefit of 2.7% at age 57.
2. The District agrees to pay the fee to conduct the PERS actuarial valuation.
3. The District will consult with CalPERS regarding the valuation and share the results of the valuation with the POA.

By affixing their signatures to this MOU the parties acknowledge that the matters set forth are agreed. The signatures signify that the signors are the authorized representatives of the parties to this MOU and that all actions necessary for the parties to ratify and accept this MOU as a binding and bilateral agreement have been, or will be, completed in the manner required by each party or the law.

This Agreement is made this 13th day of January in the year 2017 in the County of Fresno, State of California.

State Center Community College District

State Center Community College District Peace
Officer's Association


Samerah Campbell, Director of Human
Resources

 1-19-17
Christopher Bosworth, POA President

Memorandum of Understanding and Agreement
By and Between
State Center Community College District
And
Peace Officers' Association

This non-precedent setting Memorandum of Understanding and Agreement (“MOU”) is entered into by and between the STATE CENTER COMMUNITY COLLEGE DISTRICT (hereinafter referred to as “DISTRICT” or “EMPLOYER”) and the PEACE OFFICERS’ ASSOCIATION (hereinafter referred to as “EXCLUSIVE REPRESENTATIVE” OR “POA”).

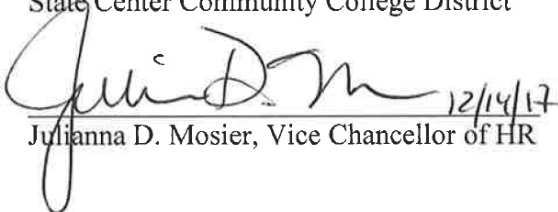
The POA enters into this MOU as the Exclusive Representative for the bargaining unit of peace officers.


The District and POA agree as follows:

- During the 2017-2018 fiscal year, a committee of POA representatives and District representatives shall explore the development of a Tuition Reimbursement Pilot Program.

By affixing their signatures to this MOU, the parties acknowledge that the matters set forth are agreed. The signatories signify they are the authorized representatives of the parties to this MOU and that all actions necessary for the parties to ratify and accept this MOU as a binding and bilateral agreement will be completed in the manner required by each party or by the law.

This Agreement is made this 13th day of November in the year 2017 in the City of Fresno, County of Fresno, State of California.

State Center Community College District

Julianna D. Mosier, Vice Chancellor of HR 12/14/17

Peace Officers' Association

Christopher Bosworth, POA President 12.14.17

PEACE OFFICERS BILL OF RIGHTS
 Public Safety Officers Procedural Bill of Rights Act
 Government Code Sections 3300-3312

3300 – Title

This chapter is known and may be cited as the Public Safety Officers Procedural Bill of Rights Act.

3301 – Definition; Legislative findings and declaration

For purposes of this chapter, the term public safety officer means all peace officers specified in Sections 830.1, 830.2, 830.3, 830.31, 830.32, 830.33, except subdivision (e), 830.34, 830.35, except subdivision ©, 830.36, 830.37, 830.38, 830.4, and 830.5 of the Penal Code.

The Legislature hereby finds and declares that the rights and protections provided to peace officers under this chapter constitute a matter of statewide concern. The Legislature further finds and declares that effective law enforcement depends upon the maintenance of stable employer-employee relations, between public safety employees and their employers. In order to assure that stable relations are continued throughout the state and to further assure that effective services are provided to all people of the state, it is necessary that this chapter be applicable to all public safety officers, as defined in this section, wherever situated within the State of California.

3302 – Political activity: Membership on school board

(a) Except as otherwise provided by law, or whenever on duty or in uniform, no public safety officer shall be prohibited from engaging, or be coerced or required to engage, in political activity.

(b) No public safety officer shall be prohibited from seeking election to, or serving as a member of, the governing board of a school district.

3303 – Investigations interrogations; conduct; conditions; representation; reassignment

When any public safety officer is under investigation and subjected to interrogation by his or her commanding officer, or any other member of the employing public safety department, that could lead to punitive action, the interrogation shall be conducted under the following conditions. For the purpose of this chapter, punitive action means any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment.

(a) The interrogation shall be conducted at a reasonable hour, preferably at a time when the public safety officer is on duty, or during the normal waking hours for the public safety officer, unless the seriousness of the investigation requires otherwise. If the interrogation does occur during off-duty time of the public safety officer being interrogated, the public safety officer shall be compensated for any off-duty time in accordance with regular department procedures, and the public safety officer shall not be released from employment for any work missed.

(b) The public safety officer under investigation shall be informed prior to the interrogation of the rank, name, and command of the officer in charge of the interrogation, the interrogating officers, and all other persons to be present during the interrogation. All questions directed to the public safety officer under interrogation shall be asked by and through no more than two interrogators at one time.

(c) The public safety officer under investigation shall be informed of the nature of the investigation prior to any interrogation.

(d) The interrogating session shall be for a reasonable period taking into consideration gravity and complexity of the issue being investigated. The person under interrogation shall be allowed to attend to his or her own personal physical necessities.

(e) The public safety officer under interrogation shall not be subjected to offensive language or threatened with punitive action, except that an officer refusing to respond to questions or submit to interrogations shall be informed that failure to answer questions directly related to the investigation or interrogation may result in punitive action. No promise of reward shall be made as an inducement to answering any question. The employer shall not cause the public safety officer under interrogation to be subjected to visits by the press or news media without his or her express consent nor shall his or her home address or photograph be given to the press or news media without his or her express consent.

(f) No statement made during interrogation by a public safety officer under duress, coercion, or threat of punitive action shall be admissible in any subsequent civil proceeding. This subdivision is subject to the following qualifications:

(1) This subdivision shall not limit the use of statements made by a public safety officer when the employing public safety department is seeking civil sanctions against any public safety officer, including disciplinary action brought under Section 19572.

(2) This subdivision shall not prevent the admissibility of statements made by the public safety officer under interrogation in any civil action, including administrative actions, brought by that public safety officer, or that officer's exclusive representative, arising out of a disciplinary action.

(3) This subdivision shall not prevent statements made by a public safety officer under interrogation from being used to impeach the testimony of that officer after an in camera review to determine whether the statements serve to impeach the testimony of the officer.

(4) This subdivision shall not otherwise prevent the admissibility of statements made by a public safety officer under interrogation if that officer subsequently is deceased.

(g) The complete interrogation of a public safety officer may be recorded. If a tape recording is made of the interrogation, the public safety officer shall have access to the tape if any further proceedings are contemplated or prior to any further interrogation at a subsequent time. The public safety officer shall be entitled to a transcribed copy of any notes made by a stenographer or to any reports or complaints made by investigators or other persons, except those which are deemed by the investigating agency to be confidential. No notes or reports that are deemed to be confidential may be entered in the officer's personnel file. The public safety officer being interrogated shall have the right to bring his or her own recording device and record any and all aspects of the interrogation.

(h) If prior to or during the interrogation of a public safety officer it is deemed that he or she may be charged with a criminal offense, he or she shall be immediately informed of his or her constitutional rights.

(i) Upon the filing of a formal written statement of charges, or whenever an interrogation focuses on matters that are likely to result in punitive action against any public safety officer, that officer, at his or her request, shall have the right to be represented by a representative of his or her choice who may be present at all times during the interrogation. The representative shall not be a person subject to the same investigation. The representative shall not be required to disclose, nor be subject to any punitive action for refusing to disclose, any information received from the officer under investigation for noncriminal matters.

This section shall not apply to any interrogation of a public safety officer in the normal course of duty, counseling, instruction, or informal verbal admonishment by, or other routine or unplanned contact with, a supervisor or any other public safety officer, nor shall this section apply to an investigation concerned solely and directly with alleged criminal activities.

(j) No public safety officer shall be loaned or temporarily reassigned to a location or duty assignment if a sworn member of his or her department would not normally be sent to that location or would not normally be given that duty assignment under similar circumstances.

3304 – Lawful exercise of rights; insubordination; administrative appeal

(a) No public safety officer shall be subjected to punitive action, or denied promotion, or be threatened with any such treatment, because of the lawful exercise of the rights granted under this chapter, or the exercise of any rights under any existing administrative grievance procedure. Nothing in this section shall preclude a head of an agency from ordering a public safety officer to cooperate with other agencies involved in criminal investigations. If an officer fails to comply with such an order, the agency may officially charge him or her with insubordination.

(b) No punitive action, nor denial of promotion on grounds other than merit, shall be undertaken by any public agency against any public safety officer who has successfully completed the probationary period that may be required by his or her employing agency without providing the public safety officer with an opportunity for administrative appeal.

(c) No chief of police may be removed by a public agency, or appointing authority, without providing the chief of police with written notice and the reason or reasons therefore and an opportunity for administrative appeal. For purposes of this subdivision, the removal of a chief of police by a public agency or appointing authority, for the purpose of implementing the goals or policies, or both, of the public agency or appointing authority, for reasons including, but not limited to, incompatibility of management styles or as a result of a change in administration, shall be sufficient to constitute “reason or reasons.” Nothing in this subdivision shall be construed to create a property interest, where one does not exist by rule or law, in the job of Chief of Police.

(d) Except as provided in this subdivision and subdivision (g), no punitive action, nor denial of promotion on grounds other than merit, shall be undertaken for any act, omission, or other allegation of misconduct if the investigation of the allegation is not completed within one year of the public agency’s discovery by a person authorized to initiate an investigation of the allegation of an act, omission, or other misconduct. This one-year limitation period shall apply only if the act, omission, or other misconduct occurred on or after January 1, 1998. In the event that the public agency determines that discipline may be taken, it shall complete its investigation and notify the public safety officer of its proposed disciplinary action within that year, except in any of the following circumstances:

(1) If the act, omission, or other allegation of misconduct is also the subject of a criminal investigation or criminal prosecution, the time during which the criminal investigation or criminal prosecution is pending shall toll the one-year time period.

(2) If the public safety officer waives the one-year time period in writing, the time period shall be tolled for the period of time specified in the written waiver.

(3) If the investigation is a multijurisdictional investigation that requires a reasonable extension for coordination of the involved agencies.

(4) If the investigation involves more than one employee and requires a reasonable extension.

- (5) If the investigation involves an employee who is incapacitated or otherwise unavailable.
- (6) If the investigation involves a matter in civil litigation where the public safety officer is named as a party defendant, the one-year time period shall be tolled while that civil action is pending.
- (7) If the investigation involves a matter in criminal litigation where the complainant is a criminal defendant, the one-year time period shall be tolled during the period of that defendant's criminal investigation and prosecution.
- (8) If the investigation involves an allegation of workers' compensation fraud on the part of the public safety officer.
- (e) Where a predisciplinary response or grievance procedure is required or utilized, the time for this response or procedure shall not be governed or limited by this chapter.
- (f) If, after investigation and any predisciplinary response or procedure, the public agency decides to impose discipline, the public agency shall notify the public safety officer in writing of its decision to impose discipline, including the date that the discipline will be imposed, within 30 days of its decision, except if the public safety officer is unavailable for discipline.
- (g) Notwithstanding the one-year time period specified in subdivision (c), an investigation may be reopened against a public safety officer if both of the following circumstances exist:
 - (1) Significant new evidence has been discovered that is likely to affect the outcome of the investigation.
 - (2) One of the following conditions exist:
 - (A) The evidence could not reasonably have been discovered in the normal course of investigation without resorting to extraordinary measures by the agency.
 - (B) The evidence resulted from the public safety officer's predisciplinary response or procedure.
- (h) For those members listed in subdivision (a) of Section 830.2 of the Penal Code, the 30-day time period provided for in subdivision (e) shall not commence with the service of a preliminary notice of adverse action, should the public agency elect to provide the public safety officer with such a notice.

3304.5 – Administrative appeal

An administrative appeal instituted by a public safety officer under this chapter shall be conducted in conformance with rules and procedures adopted by the local public agency.

3305 – Comments adverse to interest; personnel files; opportunity to read and sign; refusal to sign

No public safety officer shall have any comment adverse to his interest entered in his personnel file, or any other file used for any personnel purposes by his employer, without the public safety officer having first read and signed the instrument containing the adverse comment indicating he is aware of such comment, except that such entry may be made if after reading such instrument the public safety officer refuses to sign it. Should a public safety officer refuse to sign, that fact shall be noted on that document, and signed or initialed by such officer.

3306 – Response to adverse comment in personnel file; time

A public safety officer shall have 30 days within which to file a written response to any adverse comment entered in his personnel file. Such written response shall be attached to, and shall accompany, the adverse comment.

3306.5 – Inspection of personnel files; request for correction of file; time

(a) Every employer shall, at reasonable times and at reasonable intervals, upon the request of a public safety officer, during usual business hours, with no loss of compensation to the officer, permit that officer to inspect personnel files that are used or have been used to determine that officer's qualifications for employment, promotion, additional compensation, or termination or other disciplinary action.

(b) Each employer shall keep each public safety officer's personnel file or a true and correct copy thereof, and shall make the file or copy thereof available within a reasonable period of time after a request therefore by the officer.

(c) If, after examination of the officer's personnel file, the officer believes that any portion of the material is mistakenly or unlawfully placed in the file, the officer may request, in writing, that the mistaken or unlawful portion be corrected or deleted. Any request made pursuant to this subdivision shall include a statement by the officer describing the corrections or deletions from the personnel file requested and the reasons supporting those corrections or deletions. A statement submitted pursuant to this subdivision shall become part of the personnel file of the officer.

(d) Within 30 calendar days of receipt of a request made pursuant to subdivision (c), the employer shall either grant the officer's request or notify the officer of the decision to refuse to grant the request. If the employer refuses to grant the request, in whole or in part, the employer shall state in writing the reasons for refusing the request, and that written statement shall become part of the personnel file of the officer.

3307 – Polygraph examination; right to refuse; effect

(a) No public safety officer shall be compelled to submit to a lie detector test against his or her will. No disciplinary action or other recrimination shall be taken against a public safety officer refusing to submit to a lie detector test, nor shall any comment be

entered anywhere in the investigator's notes or anywhere else that the public safety officer refused to take, or did not take, a lie detector test, nor shall any testimony or evidence be admissible at a subsequent hearing, trial, or proceeding, judicial or administrative, to the effect that the public safety officer refused to take, or was subjected to, a lie detector test.

(b) For the purpose of this section, "lie detector" means a polygraph, deceptograph, voice stress analyzer, psychological stress evaluator, or any other similar device, whether mechanical or electrical, that is used, or the results of which are used, for the purpose of rendering a diagnostic opinion regarding the honesty or dishonesty of an individual.

3307.5 – Use of photograph; penalties

(a) No public safety officer shall be required as a condition of employment by his or her employing public safety department or other public agency to consent to the use of his or her photograph or identity as a public safety officer on the Internet for any purpose if that officer reasonably believes that the disclosure may result in a threat, harassment, intimidation, or harm to that officer or his or her family.

(b) Based upon his or her reasonable belief that the disclosure of his or her photograph or identity as a public safety officer on the Internet as described in subdivision (a) may result in a threat, harassment, intimidation, or harm, the officer may notify the department or other public agency to cease and desist from that disclosure. After the notification to cease and desist, the officer, a district attorney, or a United

States Attorney may seek an injunction prohibiting any official or unofficial use by the department or other public agency on the Internet of his or her photograph or identity as a public safety officer. The court may impose a civil penalty in an amount not to exceed five hundred dollars (\$500) per day commencing two working days after the date of receipt of the notification to cease and desist.

3308 – Financial disclosure; right to refuse; exceptions

No public safety officer shall be required or requested for purposes of job assignment or other personnel action to disclose any item of his property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his family or household) unless such information is obtained or required under state law or proper legal procedure, tends to indicate a conflict of interest with respect to the performance of his official duties, or is necessary for the employing agency to ascertain the desirability of assigning the public safety officer to a specialized unit in which there is a strong possibility that bribes or other improper inducements may be offered.

3309 – Search of locker or storage space; consent; search warrant

No public safety officer shall have his locker, or other space for storage that may be assigned to him searched except in his presence, or with his consent, or unless a valid search warrant has been obtained or where he has been notified that a search will be conducted. This section shall apply only to lockers or other space for storage that are owned or leased by the employing agency.

3309.5 – Local public safety officers; applicability of chapter; jurisdiction; remedies

(a) It shall be unlawful for any public safety department to deny or refuse to any public safety officer the rights and protections guaranteed to him or her by this chapter.

(b) Nothing in subdivision (h) of Section 11181 shall be construed to affect the rights and protections afforded to state public safety officers under this chapter or under Section 832.5 of the Penal Code.

(c) The superior court shall have initial jurisdiction over any proceeding brought by any public safety officer against any public safety department for alleged violations of this chapter.

(d) (1) In any case where the superior court finds that a public safety department has violated any of the provisions of this chapter, the court shall render appropriate injunctive or other extraordinary relief to remedy the violation and to prevent future violations of alike or similar nature, including, but not limited to, the granting of a temporary restraining order, preliminary, or permanent injunction prohibiting the public safety department from taking any punitive action against the public safety officer.

(2) If the court finds that a bad faith or frivolous action or a filing for an improper purpose has been brought pursuant to this chapter, the court may order sanctions against the party filing the action, the parties attorney, or both, pursuant to Sections 128.6 and 128.7 of the Code of Civil Procedure. Those sanctions may include, but not be limited to, reasonable expenses, including attorney's fees, incurred by a public safety department, as the court deems appropriate. Nothing in this paragraph is intended to subject actions or filings under this section to rules or standards that are different from those applicable to other civil actions or filings subject to Section 128.6 or 128.7 of the Code of Civil Procedure.

(e) In addition to the extraordinary relief afforded by this chapter, upon a finding by a superior court that a public safety department, its employees, agents, or assigns, with respect to acts taken within the scope of employment, maliciously violated any provision of this chapter with the intent to injure the public safety officer, the public safety department shall, for each and every violation, be liable for a civil penalty not to exceed twenty-five thousand dollars (\$25,000) to be awarded to the public safety officer whose right or protection was denied and for reasonable attorney's fees as may be determined by the court. If the court so finds, and there is sufficient evidence to establish actual damages suffered by the officer whose right or

protection was denied, the public safety department shall also be liable for the amount of the actual damages. Notwithstanding these provisions, a public safety department may not be required to indemnify a contractor for the contractor's liability pursuant to this subdivision if there is, within the contract between the public safety department and the contractor, a "hold harmless" or similar provision that protects the public safety department from liability for the actions of the contractor. An individual shall not be liable for any act for which a public safety department is liable under this section.

3310-Procedures of public agency providing same rights or protections; application of chapter
Any public agency which has adopted, through action of its governing body or its official designee, any procedure which at a minimum provides to peace officers the same rights or protections as provided pursuant to this chapter shall not be subject to this chapter with regard to such a procedure.

3311 – Mutual aid agreements; effect of chapter upon

Nothing in this chapter shall in any way be construed to limit the use of any public safety agency or any public safety officer in the fulfilling of mutual aid agreements with other jurisdictions or agencies, nor shall this chapter be construed in any way to limit any jurisdictional or interagency cooperation under any circumstances where such activity is deemed necessary or desirable by the jurisdictions or the agencies involved.

3312 – American Flag; pins

Notwithstanding any other provision of law, the employer of a public safety officer may not take any punitive action against an officer for wearing a pin or displaying any other item containing the American flag, unless the employer gives the officer written notice that includes all of the following:

(a) A statement that the officer's pin or other item violates an existing rule, regulation, policy, or local agency agreement or contract regarding the wearing of a pin, or the displaying of any other item, containing the American flag.

(b) A citation to the specific rule, regulation, policy, or local agency agreement or contract that the pin or other item violates.

(c) A statement that the officer may file an appeal against the employer challenging the alleged violation pursuant to applicable grievance or appeal procedures adopted by the department or public agency that otherwise comply with existing law.