



State Center Community College District
Human Resources

District Proposal
Peace Officers' Association Bargaining Unit
MOU – Take Home Vehicle Policy
March 10, 2020

Memorandum of Understanding and Agreement

By and Between
State Center Community College District
And
Peace Officers' Association Bargaining Unit

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” and the Peace Officers' Association Bargaining Unit (hereinafter referred to as “EXCLUSIVE REPRESENTATIVE” OR “POA”).

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

The District and POA agree as follows:

The District may assign selected unit members with a take-home vehicle based on its determination of operational efficiency, economic impact to the Department, tactical deployments and other considerations. Assignment of take-home vehicles is determined by either the Chief of Police or if designated, the Lieutenant. These vehicles may only be used to commute to and from the work-site location and for official business.

Unit members must adhere to the following take-home vehicle policy:

1. The unit member must live within thirty (30) miles (based on actual driving distance) of his/her regularly scheduled worksite. Members who reside outside the permissible boundaries may be required to secure or garage the vehicle at a designated location or central location at the discretion of the Chief of Police or the Police Lieutenant. Unit members may not circumvent the distance provision by obtaining an address within the limits of this policy and frequenting an address beyond the approved distance.
2. The unit member may not reside in an apartment complex.
3. Travel time is not compensable.
4. District-owned vehicles shall not be used for personal errands or other personal business unless previously approved by the Chief of Police or the Lieutenant for exceptional circumstances. The unit member may be required to maintain insurance covering any commuting or personal use.
5. The unit member must be in uniform, armed and must carry their department-issued identification when operating the vehicle.
6. Unit members may not transport any unauthorized passengers in the vehicle.

7. Unit members are strictly prohibited from operating a District vehicle while under the influence of alcohol, drugs, or other prescription or over the counter medication which may impair their ability to safely operate a motor vehicle. The use of tobacco products is not permitted in District vehicles.
8. Any unit member operating a vehicle equipped with a two-way communications radio, MDC and/or a GPS device shall ensure the devices are on and set to an audible volume whenever the vehicle is in operation.
9. All vehicles shall remain locked and the engine off when unattended. The only exceptions are for traffic control, or traffic stops.
10. If the vehicle is not secured inside a locked garage, all firearms and kinetic impact weapons shall be removed from the interior of the vehicle and properly secured in the unit member's residence (see the Firearms and Qualification Policy 306 regarding safe storage of firearms at home). All department identification, portable radios and equipment shall be secured. Unit members may not leave sensitive information or public documents (other than reference material) in the vehicle while off duty.
11. The unit member is responsible for the cleanliness (exterior and interior) and overall care and maintenance of their assigned vehicle. Unit members shall make daily inspections of their assigned vehicles for service/maintenance requirements and damage. It is the assigned unit member's responsibility to ensure that his/her assigned vehicle is maintained according to the established service and maintenance schedule. All maintenance or repairs needed shall be reported to their supervisor immediately. Negligence may be subject to discipline.
12. The unit member may not alter the vehicle in any way without obtaining prior written approval from the Chief of Police or the Police Lieutenant. Unit members are responsible for ensuring that a spare key is available and placed in the lock box in the police department office.
13. Unit members assigned to a take-home vehicle shall be issued keys. The unit member is responsible for reporting any lost key(s) immediately in writing to the Chief of Police or the Police Lieutenant. Unit members may not duplicate keys.
14. When a unit member who is assigned a take-home vehicle moves beyond the thirty (30) mile radius of the assigned worksite, the unit member must immediately notify their supervisor and the District of the change.
15. When a unit member is on vacation for periods exceeding one (1) week, the unit member may not keep possession of the take-home vehicle during such leave. The vehicle shall be parked in a secure location on District property or may be assigned to another unit member during that time.
16. A unit member who is on modified duty, or on a of leave of absence or suspension, will not keep possession of the take-home vehicle and the vehicle may be reassigned to another unit member while the unit member is on leave or suspension.
17. All persons who drive to work from their homes in a marked patrol car are expected to respond from the field. This means you need to have the proper equipment to respond to any emergency situation. At minimum this includes pistol, police identifier, ballistic vest, and proper footwear. Exceptions to this would be court and training.
18. When operating an assigned vehicle to and from work outside of the jurisdiction of the District Police Department, a unit member should avoid becoming directly involved in enforcement actions except in those circumstances where a potential threat to life or serious property damage exists. Unit members may render public assistance (e.g., to a stranded motorist) when deemed prudent.

19. Unit members are cautioned that under federal and local tax rules, personal use of District-owned vehicle may create an income tax liability to the unit member. Unit members should address questions regarding tax consequences to their tax adviser.
20. All District-owned vehicles are subject to inspection and/or search at any time by a supervisor without notice and without cause. No unit member assigned to or operating such vehicle shall be entitled to any expectation of privacy with respect to the vehicle or its contents.
21. Take-home vehicles may be revoked at any time by the Chief of Police or the Police Lieutenant.
22. Violations of this policy may result in disciplinary action and could result in the revocation of take-home vehicle privileges.

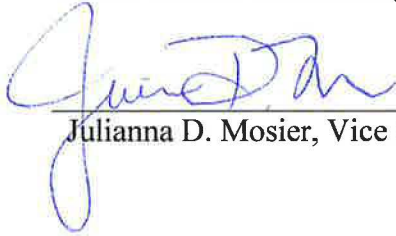
The District will only assign take-home vehicles as available currently in the District's fleet. Not all unit-members will be assigned a vehicle. Nothing in this MOU requires the District to purchase new vehicles.

Both parties agree to explore this Take-Home Vehicle Pilot Program starting no sooner than July 1, 2020. This pilot program will sunset on June 30, 2023. This MOU supersedes current department policy.

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 10 day of March in the year 2020 in the City of Fresno, County of Fresno, State of California.

State Center Community College District



Julianna D. Mosier, Vice Chancellor, HR

Peace Officers' Association Bargaining Unit



Christopher Bosworth, POA Chief Negotiator

STATE CENTER COMMUNITY COLLEGE DISTRICT

Take Home Vehicle Policy Acknowledgment

I acknowledge that I have carefully read and understand the Take Home Vehicle Policy.

I have been given a copy of the Take Home Vehicle Policy to retain in my personal records.

I understand that any violation of this policy may result in discipline and/or revoking of my take-home vehicle privileges.

Date

Unit Member Signature