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## **PREAMBLE**

This agreement is made and entered into this 14<sup>th</sup> day of August, 2007 by and between San Joaquin Delta Community College District, hereinafter referred to as "the District," and the San Joaquin Delta Community College Peace Officer's Association, hereinafter referred to as "the Association" or "POA".

**ARTICLE I  
RECOGNITION**

- 1.1 The District formally confirms its recognition of the Association as the exclusive bargaining representative of the following classifications:
  - 1.1.1 Sergeant
  - 1.1.2 Police Officer
  - 1.1.3 Dispatcher I/II

**ARTICLE II  
NON-DISCRIMINATION**

- 2.1 Discrimination Prohibited: It shall be an unlawful employment practice, unless based upon a bona fide occupational qualification, or, except where based upon applicable security regulations established by the United States or the State of California for an employer, because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, age (over 40), marital status, or sex of any person to refuse to hire or employ the person or to refuse to select the person for a training program leading to employment, or to bar or to discharge such person from employment or from a training program leading to employment or to discriminate against such person in compensation or in terms, conditions or privileges of employment.
- 2.2 No Discrimination on Account of Association Activity: Neither the District nor the Association shall impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by law.
- 2.3 Alleged violations of section 2.1 shall be addressed under Section 13.2 of this contract.

**ARTICLE III  
CHECK OFF AND ORGANIZATIONAL SECURITY**

- 3.1 Check Off: The Association shall have the sole and exclusive right to have membership dues, initiation, and/or service fees deducted for employees in the bargaining unit by the District. The District shall pay to the Association within fifteen (15) days of the deduction all sums so deducted. The District shall, upon appropriate written authorization from any employee, make other deductions as provided for in this agreement.
- 3.2 Dues Deduction:
- 3.2.1 The District shall deduct in accordance with the Association dues and service fee schedule, attached hereto (Appendix D), dues from the wages of all employees who are members of the Association on the date of the execution of this Agreement, who have submitted dues authorization forms to the District.
- 3.2.2 The District shall deduct dues in accordance with the dues and service fee schedule established by the Association from the wages of all employees who, after the date of execution of this Agreement, become members of the Association and submit to the District a dues authorization form.
- 3.2.3 The District shall notify the Association Job Representatives if any member revokes a dues authorization.
- 3.3 Hold Harmless Clause: The Association shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other action arising from the organizational security provisions contained herein.
- 3.4 Any new unit members shall, within 30 days from the date of commencement of assigned duties within the bargaining unit, become a member of the POA or pay to the POA a service fee. There shall be no charge to the POA for such mandatory agency fee deductions.
- 3.5 The POA has the sole right to verify that an employee qualifies for a religious exemption from the obligation to pay fees. Any unit member who is a member of a religious body whose traditional tenets or teachings include objection to joining or financially supporting employee organizations shall not be required to join or financially support the Peace Officers' Association (POA) except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to a non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code. The unit member's choice of organization shall be approved by the POA prior to payment of service fee.

- 3.6 Any unit member making payment as set forth in Section 3.5 above, and who requests the grievance arbitration provisions of this agreement, shall be responsible for paying the reasonable cost of using grievance or arbitration procedures.
- 3.7 With respect to all sums deducted by the District, whether for membership dues or agency fee, the District agrees to promptly remit such monies to the POA, accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or service fee status in the POA. Government Code section 3546(f) requires employers to provide the exclusive representative with employees' home addresses so that the union can send out a Hudson notice. The information will be provided upon a thirty (30) day notification/request from POA.
- 3.8 The parties to this Agreement acknowledge that POA has notified the District to implement the provisions of Government Code Section 3546 (a), requiring as a condition of employment, the deduction of POA dues or fair share fee from the wages or salary of every bargaining unit member effective January 1, 2001. This agreement requires an employee, as a condition of continued employment, to either join the recognized or certified employee organization or to pay the organization a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization.

## **ARTICLE IV SEVERANCE**

- 4.1 If any provision of the Agreement should be found invalid, unconstitutional, unlawful or unenforceable by reason of any existing or subsequently enacted constitutional or legislative provision by judicial authority, the offending provision shall be deemed void and severed, and all other provisions of the Agreement shall remain in full force and effect for the duration of the Agreement.

**ARTICLE V  
ORGANIZATIONAL RIGHTS**

- 5.1 The Association shall have the following rights in addition to the rights contained in any other portion of this Agreement:
- 5.1.1 The right of access at reasonable times to areas in which employees work.
  - 5.1.2 The right to use without charge institutional bulletin boards, mailboxes, and the use of the school mail system, and other District means of communication for the posting or transmission of information or notices concerning Association matters.
  - 5.1.3 The right to use, on a cost-covering basis, telephone, institutional duplicating equipment and supplies for the purpose of printing information or notices concerning Association matters.
  - 5.1.4 The right to use without charge institutional facilities at reasonable times for the purpose of meetings concerned with the exercise of the rights guaranteed by this Agreement.
  - 5.1.5 The right to review employee personnel files when and only when accompanied by the employee or on presentation of a written authorization signed by the employee.
  - 5.1.6 The right to be supplied with a complete "hire date" roster of all Bargaining Unit employees on the effective date of this Agreement and every six (6) months thereafter, if requested. The roster shall indicate the employee's present classification.
  - 5.1.7 The right to receive two (2) copies of any budget or financial material approved by the Governing Board.
  - 5.1.8 The right of reasonable released time for employees who are Peach Officer Research Association of California (PORAC) state officers and chapter officers to conduct necessary PORAC business. Release time given to attend state organizational meetings shall be reimbursed to the District by the Association.

## **ARTICLE VI HOURS AND OVERTIME**

- 6.1 **Workweek:** The workweek shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District. Paid leave time shall not be included in the calculation of hours worked for the purpose of the payment of overtime at the rate of time and one-half.
- 6.1.1 Nothing in this section shall prohibit an individual member of the unit and the District from implementing a ten (10) hour, four (4) day week, or some other flexible schedule. If the four/ten plan is implemented the employee shall not earn overtime for hours in excess of eight in one day but should earn overtime for hours in excess of ten in one day.
- 6.2 **Workday:** The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this agreement. Each Bargaining Unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours, which shall not be less than four (4) hours per day nor for more than five (5) consecutive days per week.
- 6.3 **Lunch Period:** All employees covered by this Agreement shall be given a one-half hour lunch period at an undesignated time as part of their work day. The employee will be allowed to go no more than two miles off campus.
- 6.4 **Rest Periods:**
- 6.4.1 All Bargaining Unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each four (4) hour work period, at the rate of fifteen (15) minutes per four hours worked.
- Time from unused rest periods may not be used to lengthen the lunch break or shorten the work day. Also, rest periods may not be applied to any time owed the District that is to be made up. The District shall not owe any compensation to an employee who does not wish to take advantage of the rest periods.
- 6.4.2 Rest periods are a part of the regular work day and shall be compensated at the regular rate of pay for the employee.
- 6.5 **Rest Facilities:** The District shall make available a lunch room or rest area for general staff use.

- 6.6 Voting Time Off: If an employee's work schedule is such that it does not allow sufficient time to vote in any federal, state or local election in which the employee is entitled to vote, the District shall arrange to allow sufficient time for voting by the employee without loss of pay.
- 6.7 Overtime: Except as otherwise provided herein, all required overtime hours, as defined in this section, shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee for all work permitted. Overtime is defined to include any time in increments of not less than fifteen (15) minutes worked in excess of eight (8) hours worked in any one day, unless on the four/ten plan, or on any one shift or in excess of forty (40) hours worked in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time, except as provide in 6.1.1 above.
- 6.7.1 Employees who work beyond five consecutive days, in excess of forty (40) hours, except in the event of scheduled shift changes, shall be compensated at the overtime rate for those additional hours worked, or compensatory time off shall be given at the same rate.
- 6.7.1.1 If an employee works beyond 12 consecutive hours whose scheduled shift begins prior to midnight, the employee will be compensated compensatory time at the rate of pay equal to double time rate of pay of the employee. For example: An employee is scheduled to work 3 pm to 3 am and is required to work past 3 am or an employee scheduled to start at 7 pm to 7 am and is required to work past 7 am.
- 6.7.2 If an employee is required to work a scheduled holiday the employee shall be compensated for all hours worked at the rate of one and one-half times the employee's regular rate of pay in cash, or compensatory time off at the same rate at the option of the employee. This shall be in addition to, and not in lieu of, payment for the holiday as provided in Section 10.1
- 6.7.2.1 If a holiday falls on an employee's day off, then the employee shall receive a day off at a mutually agreeable time as close to the holiday as possible.
- 6.7.2.2 For the purpose of compensation all scheduled holidays will be observed on the actual day of holiday.
- 6.7.3 Employees shall have the right to refuse overtime assignments unless the overtime has been scheduled in advance three (3) days or in an emergency assignment. Emergency is defined as a natural disaster or unexpected or unplanned occurrence.

- 6.7.3 All members covered by this Agreement who work special events (basketball games, dances, etc.,) shall be compensated at the rate of one and one-half (1 1/2) times the regular rate of pay in cash, to the extent the District is reimbursed for overtime incurred by the organization sponsoring the event.
- 6.8 Split Shift Differential - Compensation: All employees in the Bargaining Unit whose assigned shift contains one or more periods of unpaid time which total exceeds two (2) hours shall be paid a shift differential premium of five (5) percent above the regular rate of pay for all hours worked.
- 6.9 Shift Differential - Compensation:
- 6.9.1 Any employee in the Bargaining Unit whose assigned work shift commences between 3:00 p.m. and 11:00 p.m. shall be paid a shift differential premium of three (3) percent above the regular rate.
- 6.9.2 Any employee in the Bargaining Unit whose assigned work shift commences between 11:00 p.m. and 7:00 a.m. shall be paid a shift differential premium of six (6) percent above the regular rate.
- 6.9.3 In any week an officer works a regular schedule of two or more shifts which commence between 3:00 p.m. and 7:00 a.m. the officer will receive the higher shift differential premium for all hours worked that week.
- 6.9.4 The District and POA agree to discuss any changes in Shift Differential– Compensation should a 4/10 schedule be implemented.
- 6.10 Compensatory Time off: Compensatory time is time off in lieu of cash compensation for hours worked in overtime status. An employee in the bargaining unit may request to take either compensatory time off or cash compensation for overtime work. Such request shall be made to the immediate supervisor at the time the overtime is assigned.
- 6.10.1 Compensatory time shall be equal in value to overtime compensation.
- 6.10.2 Compensatory time may be accumulated up to a maximum of 220 hours. Compensatory time up to the 220-hour limit shall be taken at a time mutually acceptable to the employee and the District. The District shall cash out such compensatory time at the employee's current rate of pay or average rate of pay over the previous three years, whichever rate is higher. The District will give a thirty day (30) advanced notice for the scheduling of compensatory time to be taken. The District will direct the use of these hours in increments of not less than 8 hours.

When possible, the District will direct the use of these hours in conjunction with the officer's regularly scheduled days off.

- 6.10.3 Comp Time Cash Out – Members may cash out their comp time balance at anytime, without hardship. Members may elect to cash out all or part of their comp time balance once per year by contacting with Human Resources. The transaction will be handled confidentially.
  - 6.10.4 Minimum Call in Time – Any employee called in to work a shift not scheduled shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this agreement. In addition the employee shall receive one (1) hour pay to compensate for disruption. Compensation does not begin upon notification but upon commencement of work. Compensation for hours worked does not include travel time to the worksite. The employee is responsible only for the work related to the call-in, and shall not be required to perform other non-related tasks. Should the minimum call-in time meet the requirements of section 6.7 of this agreement, the time will be compensated as overtime pay.
- 6.11 Court Time: Each off-duty job related court appearance, whether in traffic or criminal court, will be compensated at time and a half with a minimum of two (2) hours for each appearance. In addition, the employee shall receive one (1) hour pay to compensate for disruption. Any time spent over the two hours, in increments of fifteen (15) minutes or more, will be paid at time and a half. This overtime will be paid overtime, or compensatory overtime at the option of the employee.
- 6.11.1 When appearing in court, an officer may use a District vehicle for transportation.

**ARTICLE VII  
PAY AND ALLOWANCE**

- 7.1 Regular Rate of Pay: The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class, as provided in Appendix A which is attached hereto and by reference incorporated as part of this Agreement.
- 7.2 Paychecks: All regular paychecks of employees in the Bargaining Unit shall be accompanied by a voucher itemized to include deductions.
- 7.3 Frequency - Once Monthly: All employees in the Bargaining Unit shall be paid once per month, on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.
- 7.4 Payroll Errors: Any payroll error resulting in insufficient payment for an employee in the Bargaining Unit shall be corrected, and a supplemental check issued, not later than five (5) working days after the discovery of the error. Error of overpayment will be corrected by adjustment to the next regularly issued check after the error is detected.
- 7.5 Special Payments: Any payroll adjustment due an employee in the Bargaining Unit as a result of working out of class, recomputation of hours, or other reasons other than procedural errors shall be made and included in the next regular paycheck.
- 7.6 Lost Checks: Any paycheck for an employee in the Bargaining Unit which is lost after receipt or which is not delivered within five (5) days of mailing, if mailed, shall be replaced not later than ten (10) working days following the employee's reporting of such loss to the Payroll Department for replacement of the check.
- 7.7 Exemption from Fees: Enrollment fees for Delta College classes, except community service classes, shall be paid by the District for employees and their dependents as declared to the Internal Revenue Service. All employees shall be exempt from any fee for mandated Peace Officers Standards and Training (P.O.S.T.) training courses as required or as deemed necessary.
- 7.8 Parking Fees: The District will provide upon request a parking permit to each member of the Bargaining Unit without charge.
- 7.9 All POA members, members of their immediate families, and retired POA members shall be provided free tickets to all District athletic events and other activities to which student activity tickets normally apply.

**ARTICLE VIII  
EMPLOYEE EXPENSES AND MATERIALS**

- 8.1 Uniforms: The District will furnish each officer with \$968.49 per year, and each dispatcher with \$597.51 per year, to be used for the purchase of uniforms. Employees will be provided their uniform allowance annually by August 31 of each year, to be included in their August paycheck. The uniform allowance will be inflated each year by the revenue cost of living adjustment (COLA) provided by the College each year in the state budget. The deduction from this uniform allowance to PERS for retirement will be included in the August paycheck.
- 8.2 Safety vests: On the fifth year of employment, and every five (5) years after that date, each unit member shall receive a purchase order for a replacement safety vest approved by the Chief of Police.
- 8.3 Physical Examinations: The District agrees to provide the full cost of any medical examination required as a condition of employment or continuing employment.
- 8.4 Personal Property Reimbursement: Employees shall be reimbursed for personal property loss, except for normal wear and tear, to a maximum of \$1,000 per incident incurred while performing duties, subject to review by the Chief of Police.
- 8.4.1 A full written report of each physical altercation resulting in personal property loss shall be submitted to the Chief of Police for his approval.

**ARTICLE IX  
HEALTH AND WELFARE BENEFITS**

9.1 Employee Benefits

9.1.1 Health Benefits for Active Members: The District will provide a choice of health benefit plans to offer to members that will include a choice of one or more Preferred Provider Option (PPO) and Health Maintenance Organization (HMO) options. Each member must select a plan, and the level of coverage, and the District will contribute towards the cost of the selected plan, up to the amount of the defined contribution. Members do not have the option of not participating, or “opting out” of selecting a health benefits plan through the medical benefit provider.

9.1.2 California’s Value Trust (CVT) is the current provider, but this proposal recognizes the right of the District and the Association to change providers without altering this agreement.

9.1.3 Within the restrictions of CVT, the Association will select the plans and price structure (composite, single plus one, or single plus two dependents) they wish to offer their members. If the cost of the plan is less than the defined contribution, the member receives the difference as income in their paycheck. If the cost of the selected plan(s) is more than the defined contribution, the member must pay the difference for the current month through a payroll deduction.

9.1.4 Members may individually elect to pay for such benefit costs on a pre-tax basis via the District’s Section 125 Premium Only Plan.

9.2 Defined Contribution:

9.2.1 The District will provide each member a defined contribution for health benefits equal to the current composite rate cost of the Kaiser Plan 7 or Blue Cross Plan 10 D, plus dental, vision and life insurance coverage offered through CVT. As of March 13, 2007, the amount of the defined contribution is \$629.00 per member per month for 12 months, or \$7,548.00 annually.

9.2.2 The annual defined contribution (\$7548.00) for the benefit year for each member will be divided and distributed by the number of months the member works, although the benefits will be received each of the 12 months of the benefit year. Members will be responsible for any cost of their benefits above the defined contribution amount beginning the first of the month following 30 days of their initial employment. Open enrollment

for benefits is anticipated to be during the month of April 2007, with benefit changes taking effect on May 1, 2007.

- 9.2.3 Effective October 1, 2007, the defined contribution each month for all active members and retirees under the age of Medicare eligibility will be the current CVT composite cost for active members for Kaiser Plan 7, or Blue Cross Plan 10 and drug plan D, whichever is more expensive, plus the cost of vision, dental, Employee Assistance Program, Long-Term Disability Insurance and life insurance coverage. The defined contribution will be adjusted on October 1 of each year through 2009 to reflect increases, if any, in premium costs for the plans above. Should the cost of the health plans decrease year over year, the defined contribution will remain the same.
  - 9.2.4 The level of benefits provided to the members is not linked to any set maximum or formula, i.e. 10% Cap, as was the case with the prior contract. The amount of the defined contribution provided to the members is not dependent upon the defined contribution amount or level of benefits provided to any other persons, including trustees, members of other employee associations, retired employees, retired members, or non-represented employees (management and confidential employees).
  - 9.2.5 The Association acknowledges that the level of funding of other post-employment benefits (OPEB) by the District is not subject to negotiation, although the district will actively consult with the Association on this matter.
- 9.3 Continuing Medical Benefits Upon Retirement for current members:
- 9.3.1 Any member employed by the District prior to the date of ratification and approval that meets the criteria as benefit eligible under the 2004-07 contract, including the requisite number of years of continuous District service immediately prior to their retirement, and who subsequently retires from the District and either STRS or CalPERS immediately subsequent to their leaving the District's employment will be eligible for the following continuing medical benefits upon their separation from the district.
    - 9.3.1.1 Retirees who meet the eligibility criteria and are under the age of Medicare eligibility will receive the same defined contribution as they would receive as an active employee. The retiree must select a benefit plan, and the retiree is responsible for any additional cost of the plan(s) beyond the defined contribution. If the cost of the plan selected is less than the defined contribution, the retiree forfeits the difference.

- 9.3.1.2 Members who meet the eligibility criteria and subsequently retire prior to the effective date of this agreement will receive their benefits at the level and costs in effect at the time of their retirement from the District.
- 9.3.1.3 Retirees who meet the eligibility criteria and who have reached the age of Medicare eligibility will receive a Medicare Supplement Plan (Carve Out), which supplements the level of Medicare benefits to the level of active employee benefits. The cost of the Carve Out plan may not exceed the cost of the defined contribution for active members, and the total level of benefits provided to any retiree by the District will not exceed the level of benefits provided to an active member. The District reserves the right to modify the plan to ensure equitable, effective and efficient administration. The District will notify the Association 90 days in advance of any such plan modification.
- 9.3.1.4 Persons who begin their employment in a benefited position with the District after June 30, 2007, will be eligible for active member health benefits during their employment, but will not be eligible for continuing medical benefits upon retirement.

#### 9.4 District Liability of Other Post Employment Benefits (OPEBs)

- 9.4.1 The District acknowledges that the financial and fiduciary responsibility for the cost of continuing medical benefits for future retired members, and other OPEBs, including potential funding of GASB 43 and 45 liability for POA active and retired members is exclusively the District's, and the authority to fund such obligations is also solely the District's.
- 9.4.2 All Bargaining Unit members employed for not less than sixty-five percent (65%) of the hours per week constituting a full-time position, are eligible for the following benefits:
  - 9.4.2.1 Health Insurance including Prescription Drug Plan Coverage
  - 9.4.2.2 Dental Insurance
  - 9.4.2.3 Life Insurance
  - 9.4.2.4 Vision Care Plan
  - 9.4.2.5 Long-term Disability Plan
  - 9.4.2.6 Employee Assistance Program

9.4.3 The Insurance carriers shall be determined by the District.

9.4.4 The benefits provided in this Article shall remain in effect without interruption during the term of the Agreement.

## 9.5 Duration of Benefits

9.5.1 Retirement because of disability is to be considered normal retirement, regardless of the age of the employee. Temporary disability, during which time an employee is covered by sick leave, workers' compensation insurance, or the College District's salary continuation plan, is to be considered employment for employee benefit retirement computation purposes. The retirement computation for the Public Employee's Retirement System (PERS) shall be in accordance with PERS regulations.

9.5.2 If an employee desires insurance coverage to continue during periods of unpaid leaves of absence from the College District, the employee will be required to pay the premiums on insurance benefits monthly in advance. Unpaid leaves are to be considered an interruption, but not a break in service. The period required for eligibility under this section would be extended beyond the twelve (12) years by the length of the unpaid leave.

9.5.3 A year of service will be that period determined by the Public Employee's Retirement System as constituting a year.

9.5.4 The employment benefits as stated in 9.1, with the exception of Life Insurance, will be granted the surviving spouses of retired members of the Bargaining Unit who have qualified for the continuation of such employment benefits upon retirement at cost to the surviving spouse provided that the surviving spouse notifies the District within a thirty (30) day period after the death of the retired bargaining unit member of his/her election to continue coverage.

9.5.5 Should a POA member die while under contract to the District, the surviving spouse shall be entitled to continue coverage under the life, health, dental, vision, and psychology systems. Such spouse shall pay the premium for the continued coverage on a month-to-month basis.

## 9.6 Worker's Compensation:

9.6.1 All employees of the District are covered by District paid Worker's Compensation Insurance for injuries which occur while on duty. Injuries shall be reported immediately to the Contracts and Insurance Office in

compliance with compensation insurance laws. Officers and Sergeants are eligible for Workers' Compensation Insurance coverage under Labor Code Section 4850 for Safety Officers; all other members are covered under Labor Code section 5400. An injured employee requiring medical care should report to a medial doctor of his/her own choice and may also be require to report to a doctor chosen by the District. In the event the employee is unable, because of the severity of the injury, to report a work-related accident, the employee's supervisor is responsible for completing the report.

#### 9.7 CalPERS Safety Retirement for Officers and Sergeants

9.7.1 The District and the Association agree to pay their respective required contributions to provide Public Safety Officer Retirement benefits for officers and Sergeants through the California Public Employee Retirement System (CalPERS).

9.7.2 The retirement plan provided is CalPERS' 3 percent of salary per year or credited service at age 55.

9.7.3 POA members in classifications other than Police Officer and Sergeant, including all Dispatcher classifications and all student officer classifications are not eligible for this benefit.

9.7.4 The District agrees to make this benefit effective July 1, 2007.

9.8 The Child Development Center will reserve ten percent (10%) of the available spaces for children of all staff during a priority registration period. Five (5) of these available spaces will be reserved for children of POA members. After the priority registration period, registration will be on a first come, first served basis.

## ARTICLE X HOLIDAYS

- 10.1 Scheduled Holidays: The District agrees to provide all members in the Bargaining Unit with the following paid holidays during the term of this agreement:
- 10.1.1 New Year's Day
  - 10.1.2 Martin Luther King's Birthday
  - 10.1.3 Lincoln Day
  - 10.1.3 Washington Day - Third Monday in February
  - 10.1.4 Cesar Chavez Birthday
  - 10.1.5 Memorial Day - Last Monday in May
  - 10.1.6 Independence Day
  - 10.1.7 Labor Day - First Monday in September
  - 10.1.8 Veterans Day
  - 10.1.9 Thanksgiving Day
  - 10.1.10 Christmas Eve
  - 10.1.12 Christmas Day
  - 10.1.13 Day after Christmas
  - 10.1.14 New Year's Eve
- 10.2 Dispatchers will receive Spring Vacation Day and Friday after Thanksgiving in addition to the holidays listed above.
- 10.3 Additional Holidays Every day declared by the President or Governor of this state as a public fast, mourning, thanksgiving, or holiday, which is a paid holiday for state or federal employees shall be a paid holiday for all employees in the bargaining unit. Any day declared a holiday by the Governing Board under Education Code, Sections 79021 or 79022, shall be a paid holiday for all employees in the Bargaining Unit.
- 10.4 Holidays on Normal Workdays: If an employee is required to work a scheduled holiday the employee shall be compensated for all hours worked at the rate of one and one-half times the employee's regular rate of pay in cash, or compensatory time off at the same rate at the option of the employee. This shall be in addition to, and not in lieu of, payment for the holiday as provided in Section 10.1.
- 10.5 If a holiday falls on an employee's day off, then the employee shall receive a day off at a mutually agreeable time as close to the holiday as possible.
- 10.6 Holiday Eligibility: Except as otherwise provided in this Article an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

**ARTICLE XI  
VACATION PLAN**

- 11.1 Eligibility: All employees in the Bargaining Unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis, July 1-June 30.
- 11.2 Paid Vacation: When an employee has accumulated 240 hours of vacation time, he/she shall work with the employee's immediate supervisor to develop a vacation balance reduction plan to ensure that the employee does not accumulate more than 320 hours. If the employee has not been permitted to take the requested vacation time, any vacation time in excess of 320 hours shall be paid in cash.
- 11.3 Vacation: No vacation shall be granted during the first ten (10) months of employment; for Police Officers and in the first six (6) months for Dispatchers however, on successful completion thereof, vacation time shall be allowed for time of service, including the probationary period. Under certain circumstances, and only for the convenience of the department, a vacation may be granted an employee during the probationary period. If a probationary employee uses vacation and then is dismissed, the amount of money paid to the employee for the unearned vacation shall be deducted from the final check.
- 11.3.1 Full-time employees who are employed for twelve (12) months in any fiscal year shall be entitled to 120 hours vacation with full pay. Vacation is computed at 10 hours for each calendar month of service in which more than one-half of the month's normal working hours (87) have been in paid status.
- 11.3.2 After an employee has served in the District for ten (10) consecutive years, he/she shall be entitled to 160 hours vacation per year with full pay, which shall accumulate at the rate of 13.34 hours for each calendar month in which more than 87 work hours have been in paid status.
- 11.3.3 Vacation shall not be taken by an employee before earned by service to the District. Exceptions may be granted at the convenience of the Chief of Police upon the approval of the Vice President of Human Resources and Employee Relations.
- 11.3.4 Requests for vacation from public safety employees must be submitted to the Chief of Police according to established directives and filed with the Office of Human Resources at least two weeks prior to the requested vacation.

- 11.3.5 If the District is closed for any purpose, unit members may be required to take vacation time, earned compensatory time, or leave without pay during this period.
- 11.3.6 A Bargaining Unit employee who resigns, retires, is dismissed, or whose position is terminated, and who has earned vacation time credit, shall be paid at the regular rate of such vacation at the time earned upon such resignation, retirement, dismissal or termination. Cash payment for accumulated vacation shall be paid at the rate earned.
- 11.4 Vacation Pay: Pay for vacation hours for all Bargaining Unit employees shall be the same as that which the employee would have received had he/she been in a working status.
- 11.5 Vacation Postponement:
- 11.5.1 If a twelve (12) month employee's vacation become due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the district shall grant such request in accordance with vacation dates available at that time. If no such dates are available, the vacation may be taken in the following fiscal year.
- 11.5.2 If for any reason a Bargaining Unit employee is not permitted to take all or any part of his/her annual vacation, the amount not taken shall be accumulated for use in the following year.
- 11.5.3 Holidays: When a holiday falls during the scheduled vacation of any Bargaining Unit employee, such employee shall be granted an additional day's vacation and pay for each holiday falling within that period.
- 11.6 Vacation Scheduling:
- 11.6.1 Vacation shall be scheduled at times convenient to the District. Requests for vacation must be approved by the Chief of Police and submitted to the office of Human Resources at least two weeks prior to the requested leave.
- 11.6.2 If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee who has been with the District for the longest period of time shall be given his/her preference.
- 11.7 Interruption of Vacation: An employee in the Bargaining Unit shall be permitted to interrupt or terminate vacation in order to begin another type of

paid leave provided by this Agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.

## ARTICLE XII LEAVES

- 12.1 Jury Duty: An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The employee shall deposit with the Cashier checks received from the judicial system. Any meal, mileage or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. The time off shall equal the time served with an allowance for reasonable travel time.
- 12.2 Judicial Leave: For any necessary court or agency appearance, except as a party or witness in an action against the District, the Unit member may utilize Personal Necessity Leave.
- 12.3 Military Leave: An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave. (Military and Veterans Code 389-395.4).
- 12.4 Leave for Illness or Injury or Maternity
- 12.4.1 A Bargaining Unit member employed forty (40) hours a week is entitled to eight (8) hours of sick leave for each month of employment during the college year for illness or injury, without loss of pay, cumulative indefinitely. An employee must be in paid status for more than one-half (1/2) of the month's normal working hours in order to qualify for sick leave credit for that month. (Education Code 88191)
- 12.4.2 Sick leave entitlement for any current year is based on the length of service and a person who serves only a portion of the year shall be entitled only to the proportionate amount of sick leave earned. Any person who terminates his employment during the year and who has been absent because of illness or injury for a longer period of time than he/she would be entitled to because of length of service shall have the amount of the overpayment deducted from his/her last warrant.
- 12.4.3 Except for probationary employees, credit for sick leave for any current college year need not be earned prior to taking such leave, and such leave may be taken at any time during the year. Probationary employees shall be eligible to take twelve (12) days sick leave during the twelve-month probationary period.

- 12.4.4 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.
- 12.4.5 Absences to secure health services must have prior approval of the Chief of Police and shall be charged to sick leave or compensatory time earned.
- 12.4.6 A statement from a qualified physician verifying the reason for absence due to illness or injury may be required by the Office of Human Resources on the third (3rd) day of absence, except when the employee has a record of excessive absenteeism within a six (6) month period, then a verifying statement may be required at any time.
- 12.4.7 Any sick leave benefits earned but unused on the date of termination for any cause shall not be paid to the employee in cash.
- 12.4.8 Any employee who has accrued a minimum of 800 hours of sick leave on June 30 of any year, will be entitled to eight (8) additional hours vacation leave to be added to accrued vacation leave on July 1.
- 12.4.9 Sick Leave Donations

When due to a catastrophic illness or injury an employee has exhausted all sick leave, the employee may make a request for donated sick leave through the Human Resources Office. The Human Resources Office will first issue a notice to unit members only, and if the employee elects a notice will be sent campus wide. The request will be sent through Staff Notes and electronic mail. Employees may donate sick leave by providing notice to the Human Resources Office by a reasonable deadline. The employee receiving the donation will retain sick leave donated to an employee and not used.

- 12.5 Supplemental Sick Leave: When a permanent employee is absent from duty on account of illness or accident for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment, the employee shall be credited with sufficient additional sick leave which, when added to regular earned sick leave, shall not be less than one hundred (100) working days. Such additional sick leave shall be exclusive of any other paid leave and will be compensated at not less than fifty (50) percent of the employee's regular salary. The five-month period shall commence on the first day of illness or accident for classified employees. (Education Code 88191, 88196)

- 12.5.1 Total full pay and supplemental sick leave shall not exceed one hundred (100) working days in any one fiscal year or for any one illness. No full pay or supplemental sick leave payments shall be made during the period of the college year in which the employee would not normally be employed. Employees who are on a supplemental sick leave basis shall not be entitled to the sick leave, holiday, or vacation benefits granted permanent employees.
- 12.5.2 Supplemental sick leave is payable only upon medical verification any only for absence of five (5) or more consecutive days.
- 12.6 Leaves of Absence for Industrial Accident and Illness: All permanent classified employees shall be eligible for the benefits provided by Education Code, Section 88192, as follows:
  - 12.6.1 Allowable leave shall be for sixty (60) working days in any one fiscal year for the same accident.
  - 12.6.2 Allowable leave shall not be cumulative from year to year.
  - 12.6.3 Industrial accident or illness leave will commence on the first day of absence.
  - 12.6.4 Payment for wages lost on any day shall not, when added to an award granted the employee under the worker's compensation laws of this State, exceed the normal wage for the day.
  - 12.6.5 Industrial accident leave will be reduced one day for each day of authorized absence regardless of a compensation award made under worker's compensation.
  - 12.6.6 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
  - 12.6.7 The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under Section 88192 of the Education Code. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used, but if an employee is receiving worker's compensation, he/she shall be entitled to use only so much of his/her accumulated or available sick leave, accumulated compensating time, vacation or other available leave which, when added to the worker's compensation award, provide for a full day's wage or salary.

- 12.6.8 The Governing Board may provide for additional leave of absence, paid or unpaid, as it deems appropriate.
- 12.6.9 Periods of approved leaves of absence, paid or unpaid, shall not be considered to be a break in service of the employee.
- 12.6.10 During all fully paid leaves of absence, whether industrial accident leave, sick leave, vacation, compensated time off or other available leave provided by law or the action of a Governing Board, the employee shall endorse to the District wage loss benefit checks received under the worker's compensation laws of this State. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.
- 12.6.11 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, the employee shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a re-employment list established because of a lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations.
- 12.6.12 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the State.
- 12.6.13 An employee who has been placed on a re-employment list, as provided above, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.
- 12.7 Break in Service: No absence under any paid leave provisions of this Article shall be considered as break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.
- 12.8 Personal Necessity Leave: The employee requiring a leave under this section shall verify by a signed statement that he/she has taken a leave for one of the reasons listed as permissible under this section. Whenever possible, advance notification of any personal necessity permitting leave under this section shall be given. An employee may use, at his/her election, not more than seven (7)

days of accumulated sick leave benefits in a school year in the following cases of personal necessity.

- 12.8.1 Death of a member of the employee's immediate family when additional leave is required beyond that provided in District Policy 4630. According to Education Code 88194, immediate family is defined as mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee. For purposes of Personal Necessity Leave and Bereavement Leave only, the term "spouse" shall be defined to include an unmarried life partner previously declared to the Human Resources Office.
- 12.8.2 Accident, involving his/her person or property, or the person or property of a member of his/her immediate family, as defined above, of such an emergency nature that the immediate presence of the employee is required during his/her work day.
- 12.8.3 Appearance in court as a litigant, except as a party in an action brought against the District.
- 12.8.4 Serious or critical illness of a member of the immediate family as defined above calling for services of a physician and of such an emergency nature that the immediate presence of the employee is required during his/her work day.
- 12.8.5 Death of a member of the family not considered as immediate family, i.e. aunt, uncle, brother-in-law or sister-in-law.
- 12.8.6 Two (2) days per year, of the existing allowed days for compelling personal importance may be used for personal necessity as determined by the employee.
- 12.8.7 After all sick leave or personal necessity leave is exhausted, an employee may use accumulated vacation leave for personal necessity as provided in this section.
- 12.8.8 When any of the following significant personal events occur which require the immediate attention of the employee during assigned hours of service and the circumstances cannot be reasonably disregarded, leave up to a maximum of three (3) days may be granted, which three (3) days are within the six (6) days authorized by Section 88207 of the Education Code, in any school year for all cases of personal necessity listed in Paragraph 12.8.1 through 12.8.5 above.

1. To males when wife gives birth to a baby.
2. To take any advanced educational degree examination.
3. To get married.
4. To attend marriage of son or daughter.
5. To attend college graduation for spouse, son, or daughter.
6. When ordered to appear before a local, state or federal agency.
7. To transact personal business before a local, state or federal agency.

12.8.9 In a situation which makes it impossible for an employee to get to the work location due to a natural disaster as declared by the Superintendent/President, employee may use up to three (3) days personal necessity leave for this purpose.

12.9 Additional Leave for Non-Industrial Illness or Injury: A permanent employee of the Bargaining Unit who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leave and who is absent because of non-industrial accident or illness may be granted additional leave, paid or unpaid, not to exceed six (6) months. The Board may renew the leave of absence, paid or unpaid, for two (2) additional six-month periods or such lesser periods that it may provide, but not to exceed a total of eighteen (18) months.

12.9.1 An employee, upon ability to resume the duties of a position within the class to which he/she was assigned, may do so at any time during the leave of absence granted under this section and time in a paid status shall not be considered a break in service. He/she shall be restored to a position with all the rights, benefits and burdens of a permanent employee. If at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to assume the duties of his/her position, he/she shall be placed on a re-employment list for a period of thirty-nine (39) months. (Education Code Section 88195)

12.9.2 At any time during the prescribed thirty-nine (39) months the employee is able to assume the duties of his/her position, he/she shall be re-employed in the first vacancy in the classification of his/her previous assignment. His/her re-employment will take preference over all other applicants except for those laid off for lack of work or funds under Section 88117, in which case, he/she shall be ranked according to his/her proper seniority. Upon resumption of his/her duties, the break in service shall be disregarded and he/she shall be fully restored as a permanent employee. (Education Code 88195)

- 12.10 General Leaves: When no other leaves are available, a leave of absence may be granted to an employee on an unpaid basis at any time upon any terms acceptable to the District and the employee.
- 12.11 Leave for Death in the Immediate Family: (Bereavement) Members of the Bargaining Unit are entitled to be absent up to three (3) days (up to five (5) days if one way travel of 300 miles or more is required) for the death of any member of his/her immediate family. No deduction shall be made from the salary of such employee on account of such leave of absence. "Members of the immediate family" means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee. (Education Code 88194) Also included shall be stepmother or stepfather.
- 12.12 Absence Due to Quarantine: Bargaining Unit employees shall receive salary in full when quarantined by city or county health officials. (Education Code 87765)
- 12.13 Parenting Leave: An unpaid leave ending no more than four (4) months following the birth of a child may be granted by the District. Unpaid leaves of longer duration may be requested according to this agreement.
- 12.14 Family and Medical Leave: The District will provide eligible employees with an unpaid family or medical leave of up to twelve (12) weeks in a twelve-month period consistent with state and federal law. Employees may take leave for their own serious health condition, to care for a spouse, child or parent with a serious health condition, or for the birth, adoption or foster care placement of a child. During an approved Family and Medical Leave, the District will continue to provide health benefits for covered employees as determined by section 9.1 of this agreement. The Family Medical Leave form will be available to employees at the Office of Human Resources and is attached as Appendix G.

**ARTICLE XIII  
DISPUTE SETTLEMENT**

13.1 Grievance:

13.1.1 Purpose and Scope

- 13.1.1.1 A grievance shall mean that there has been an alleged misinterpretation, misapplication or a violation of matters relating to wages, hours of employment, health and welfare benefits, leave and transfer policies, safety conditions of employment, or procedures to be used from the evaluation of employees, as contained in negotiated agreements or Board policy.
- 13.1.1.2 A grievant is an employee adversely affected by the alleged misinterpretation, misapplication or violation.
- 13.1.1.3 The failure of the employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal. A manager's failure to give a decision within the time limits shall permit the employee to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- 13.1.1.4 An investigation or other handling or processing of any grievance shall be conducted so as to result in minimal interference with, or interruption of, the instructional program and related work activities.

13.1.2 Procedures

- 13.1.2.1 First Step - An attempt shall be made to resolve any grievance in informal verbal discussion between the employee and his/her supervisor.
  - 13.1.2.1.1 If the grievance cannot be resolved informally at the first step, either party may choose to continue the informal process by utilizing an "interest based" procedure to resolve the grievance. The interest-based procedure would define the grievance issue as a mutual problem to be analyzed and potentially resolved through the exploration of options and alternatives. A third party facilitator will be mutually agreed upon by both parties. The

facilitator may be an employee of San Joaquin Delta College.

- 13.1.2.2 Second Step - If the grievance cannot be resolved informally, the employee shall file the grievance in writing and, at a mutually agreeable time, discuss the matter with the supervisor and the Chief of Police. The written grievance shall state the nature of the grievance, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within twenty (20) calendar days from the date of the occurrence of the event giving rise to the grievance. The manager shall make a decision on the grievance and communicate it in writing to the employee within ten (10) working days after receipt of the grievance.
- 13.1.2.3 Third Step - In the event the grievance has not been satisfactorily resolved at the second step, the employee shall file, within ten (10) calendar days of the Chief of Police written decision at the second step, a copy of the grievance with the Vice President of Human Resources and Employee Relations. Within ten (10) working days after such written grievance is filed, the employee and Vice President of Human Resources and Employee Relations, shall meet to resolve the grievance. The Vice President of Human Resources and Employee Relations shall file an answer within ten (10) working days of the third step grievance meeting and communicate it in writing to the employee and the supervisor.
- 13.1.2.4 Fourth Step - In the event that the grievance has not been satisfactorily resolved at the third step, the employee shall file, within thirty (30) days of the written decision of the Vice President of Human Resources and Employee Relations, a request with the Vice President of Human Resources and Employee Relations to proceed to the fourth step--a hearing before a Hearing Officer.

The Hearing Officer will be selected as follows:

- 13.1.2.4.1 With the concurrence of the employee, the Superintendent/ President may either serve as the Hearing Officer or designate another person who need not be an employee of the District to serve.

13.1.2.4.2 If the employee and the Superintendent/President are unable to agree on a Hearing Officer within the five (5) day period from the third step appeal, then the employee may request an Arbitrator chosen from a list of seven (7) names requested jointly by the Superintendent/ President and the employee from the State Mediation and Conciliation Service. The employee shall strike from the list the name of one candidate; then the Superintendent/President shall strike the name of one candidate; the names will be stricken in this manner until the name of one candidate remains, who shall be the Hearing Officer. The Hearing Officer shall conduct a hearing within either thirty (30) days of the receipt of the written appeal of the third step decision or thirty (30) days of agreement on the Hearing Officer or as soon thereafter as available. The Hearing Officer shall notify the Superintendent/ President of his/her advisory decision within ten (10) days of such hearing. Within ten (10) days of the receipt of this written advisory decision by the Superintendent/President, the Superintendent/ President will render a final written decision setting forth the reasons for such decision. The timeline set forth in this paragraph may be waived by mutual written agreement of both parties.

In event the grievance has not been satisfactory resolved with the Superintendent/President, the grievant may file, within ten (10) days of the written decision of the Superintendent/ President, a request to have the written record of the grievance reviewed by the Board of Trustees. The Board may accept, reject, or modify the Superintendent/President's decision. This decision shall be made by the Board of Trustees in a timely manner.

13.1.2.4.3 The cost of the Hearing Officer including any transcripts will be mutually paid by both parties.

13.1.2.4.4 Hearing Procedure:

The hearing shall proceed in the following order, unless the Hearing Officer for special reasons, otherwise directs:

13.1.2.4.4.1 The party initiating the grievance (the grievant) shall be permitted to make an opening statement;

13.1.2.4.4.2 The District shall be permitted to make an opening statement;

13.1.2.4.4.3 The grievant shall produce evidence to support their position. In a grievance, the grievant bears the burden of proof and the burden of producing evidence. The burden of proof is preponderance of the evidence;

13.1.2.4.4.4 The other party may then present evidence to support their position. This party bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted. The burden of proof is preponderance of the evidence;

13.1.2.4.4.5 The parties may then, in order respectively, offer rebuttal evidence only, unless the Hearing Officer for good reasons, permits them to offer evidence upon their original case;

13.1.2.4.4.6 Closing arguments shall be permitted and written briefs may be permitted at the discretion of the Hearing Officer. The party having the burden of proof shall have the right to make the opening argument in closing and to rebut the other party's argument (opening and closing).

The Hearing Officer shall determine relevancy, weight and credibility of testimony and evidence. The Hearing Officer shall not have the power to expand the collective bargaining agreement or apply the recommended decision to any employee other than the grievant.

The Hearing Office may recommend back pay and benefits, probationary reemployment and reconsideration.

All grievance hearing shall be closed to the public unless the employee makes a request in writing 10 calendar days before the hearing to have the hearing open to the public.

Each party shall bear equally the unreimbursed costs of the Hearing Officer, court reporter and transcripts. If either party cancels or postpones a scheduled hearing resulting in a fee charged by the Hearing Officer, that party shall pay the cancellation fee. This does not apply to mutual settlements between the parties.

## 13.2 EEO Discrimination

Prior to any changes being negotiated in Section 13.2 EEO/Discrimination Appeal Process, the Association and the District agree to participate in a meeting, if possible, with representatives of the San Joaquin Delta College Teachers Association, the San Joaquin Delta College California School Employees Association, and the Associated Student Body government for the purpose of discussing proposed changes to Section 13.2 and attempting to obtain a consensus about what changes, if any, should be made.

Nothing in this section shall be interpreted to diminish the rights or obligations of either the Association or the District to negotiate any changes to Section 13.2.

13.2.1 There shall be a sincere effort on the part of involved parties to settle complaints promptly through the steps listed below. Charges of alleged unlawful discrimination shall be filed under this policy and procedure as soon as possible. Under no circumstances will a charge be accepted that was not filed within 120 days of the alleged unlawful discrimination.

13.2.2 Representation - The employee, student, or applicant shall be entitled to representation of his or her choice at all complaint meetings beyond Step 1. The complainant shall notify the Director of EEO/Discrimination in writing of the name and title of the representative at least two hours prior to the meeting.

13.2.3 Procedures

13.2.3.1 First Step - An attempt shall be made to resolve complaints of alleged unlawful discrimination through verbal discussion between the involved parties.

13.2.3.2 Second Step - If the complaint is not resolved in Step 1, through informal discussion within one hundred twenty (120) days from the date of the alleged unlawful discrimination, the complaint will be put in writing (using the attached form in Appendix E) by the complainant, fully stating the facts surrounding the complaint (Section 59328, Title 5). The indicated form must be filled out completely, signed, dated, and submitted to the Vice President of Human Resources and Employee Relations. It shall be the responsibility of the Vice President of Human Resources and Employee Relations to submit the form to the Chancellor's Office immediately. The Vice President of Human Resources and Employee Relations will call all parties together to hear both sides of the issue, clarify questions and attempt to resolve the issue. The Vice President of Human Resources and Employee Relations shall make a decision on the complaint and communicate it in writing to the complainant within twenty (20) days after receipt of the written complaint.

13.2.3.3 Third Step - In the event the complaint has not been satisfactorily resolved, the complainant shall file, within five (5) working days of receipt of the written decision of the Vice President of Human Resources and Employee Relations a request to proceed to the third step -- a hearing before a Hearing Officer. The Superintendent/President may either serve as the Hearing Officer or designate another person who need not be an employee of the District to serve. The Hearing Officer shall conduct a hearing within ten (10) working days of the receipt of the written appeal of the third step decision. Within five (5) working days of the hearing the Superintendent/President will render a final written decision setting forth the reasons for such decision.

13.2.3.4 Fourth Step - In the event that the complaint appeal has not been satisfactorily resolved at the third step, the employee may file, within five (5) working days of the written decision of the Superintendent/ President, a request with the Superintendent/President to proceed to the fourth step - a review by the Board of Trustees. The Board of Trustees will not rehear the complaint but will base its decision on a review of the written evidence. The Board may except, reject or modify the Superintendent/President's decision, as the Board deems appropriate. Final decision will be communicated to the complainant on the prescribed form provided by the Chancellor of the California Community College within ten (10) working days.

Upon receipt of the Board's final decision, if the complainant is not satisfied with the resolution, he/she may submit written objections to the resolution to the Chancellor of the California Community Colleges. Such objections must be submitted within thirty (30) calendar days. (Section 59338) If the Chancellor finds "probably cause" to support a finding of unlawful discrimination, an Administrative Hearing will be held.

### 13.3 Final Disposition of A.B. 803 Charge

Upon sending the notice pursuant to Section 59338 and within ninety (90) days of initiating the investigation required by Section 59334, the District will forward the following to the Chancellor:

- 13.3.1 The original complaint;
- 13.3.2 Report of the nature and extent of the investigation conducted by the District;
- 13.3.3 Report of any action taken to resolve the complaint;
- 13.3.4 Evidence that the District has complied with the requirements of Section 59338;
- 13.3.5 Such other information as the Chancellor may require (per Section 59340).

### 13.4 Effect of Settlement

Any settlement of this discrimination complaint policy and procedure shall be applicable to this complaint procedure only, and shall not be binding authority for the disposition of any other matter. Resolution of complaints at any step in the procedure must be signed by the complainant, appropriate District official and Superintendent/President to be considered resolved.

### 13.5 Non-Retaliation Policy

The San Joaquin Delta Community College Board of Trustees commits the District to ensure that students, applicants, and employees are not adversely affected for having brought forward a charge of discrimination, testified, assisted, or participated in any manner in an investigation proceeding or hearing relative to unlawful discrimination complaints. Violations of this policy by an employee are causes for disciplinary action, up to and including termination.

13.6 Time Constraints

The number of working days indicated at each step herein should be considered a maximum, and effort must be made to expedite the process. If the District fails to respond to the complaint in a timely manner at any step, the complainant may proceed to the next step. Complainant's failure to appeal in writing the decision rendered at any step in the procedure within the specified time period will constitute acceptance of the decision rendered. Time limits may be extended by mutual written consent or due to unusual circumstance. However, time limit extensions must be approved by the Vice President of Human Resources and Employee Relations, who will ensure compliance with mandated time limits.

13.7 A log showing all complaints and their resolutions will be maintained by the College District for a three-year period. Forms for filing a discrimination complaint will also be maintained by the College District and must be made available to persons who feel they have been discriminated against unlawfully. It is the responsibility of the Vice President of Human Resources and Employee Relations to maintain the discrimination complaint log as well as all copies of complaints and resolutions.

## **ARTICLE XIV NEGOTIATIONS**

- 14.1 Notification and Public Notice: If either party desires to alter or amend this Agreement, it shall, not less than ninety (90) days prior to the termination set forth in Article XXII, Term, provide written notice and a proposal to the other party.
- 14.2 Release Time for Negotiation: The Association shall have the right to designate three employees, who shall be given reasonable release time to meet and negotiate.
- 14.3 Ratification of Additions or Changes: Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.
- 14.4 Agreement of Parties: Nothing contained herein shall be interpreted as precluding the right of POA or of the District to mutually agree to negotiate on matters which develop after entering into this Agreement and which have not been, heretofore, agreed upon by the parties and which represent conditions not covered by this Agreement.

**ARTICLE XV  
MANAGEMENT RIGHTS**

- 15.1 It is understood and agreed that the Board of Trustees retains all rights, powers, privileges, functions and authority to direct, manage and control the operations of the District to the full extent authorized by law. Any of the rights, powers, privileges, functions or authority which the District had prior to the execution of the agreement are retained except as those rights, powers, privileges, functions or authority which are specifically abridged or modified by this Agreement.
- 15.2 It is further understood that all matters not specifically enumerated as being within the scope of representation in Government Code, Section 3543.2, and not limited by express terms of this Agreement as rights of the exclusive representative, are reserved to the District.
- 15.3 The Association recognizes and agrees that the Board of Trustees, rights, powers, privileges, and authority include but are not limited to, the following:
- 15.3.1 The right to manage the District's operations.
  - 15.3.2 The right to direct the workforce, including recruitment, selection, appointment, retention, promotion and demotion.
  - 15.3.3 The right to direct, supervise, schedule, and assign the workforce.
  - 15.3.4 The right to discipline, suspend, and discharge employees for just cause.
  - 15.3.5 The right to determine the number and starting times of shifts, the number of hours and days in the workweek, hours of work, and the number of persons to be actively employed by the District at any time.
  - 15.3.6 The right to lay off for lack of work or lack of funds.
  - 15.3.7 The right to establish standards and criteria for performance.
  - 15.3.8 The right to determine the qualifications of employees.
  - 15.3.9 The right to maintain order and efficiency.
  - 15.3.10 The right to improve methods or facilities and to change existing methods or facilities.

15.3.11 The right to extend, maintain, curtail, or terminate the operations of the District.

15.3.12 The right to take whatever actions may be necessary or appropriate to carry out the mission of the College.

15.4 It is not the intention of the parties, in setting forth the above mentioned rights of management, to detract or diminish in any way the rights of the Association or of unit members as expressly set forth elsewhere in this Agreement. It is the parties' intention that the clear and explicit provisions of the other articles of this Agreement constitute the only contractual limitation upon the District's rights.

**ARTICLE XVI  
SALARIES**

16.1. Salary Increase during 2007-10 Contract

16.1.1. The Association agrees to maintain the same level of salary as is in effect on June 30, 2007 through June 30, 2010.

16.1.2. Should a salary increase be provided to either the Management or Confidential employees by the Board of Trustees during the duration of this contract, the District agrees to provide POA members with an increase equal to highest percent increase provided to Management or Confidential employees.

16.1.3. Salary Schedule: The 2007-2010 salary schedule is contained in Appendix A of this Agreement.

16.2. Compensation Review: Compensation levels for Police Officers, Dispatchers, and Sergeants shall be conducted by the district and evaluated jointly by the District and POA only one time during the term of the agreement in January 2010. Current salary schedules shall be obtained directly from each of the below listed districts or departments and shall be cross-referenced with other information deemed relevant by District and POA. The parties shall jointly work with the goal of moving the unit toward the median of the comparable agencies. This is not a salary re-opener.

16.2.1 The agreed upon comparison agencies are: Stockton Police Dept., Tracy Police Dept., Manteca Police Dept., Escalon Police Dept., Ripon Police Dept., Lodi Police Dept., San Joaquin County Sheriff's Office, Santa Rosa Jr. College Police Dept., CSU Stanislaus, and Stockton Unified School District Police Dept, Los Rios Community College District Police Dept., and Contra Costa Community College Police Dept.

16.2.2 The list of agreed upon comparison Police Department Agencies may only be changed by written mutual agreement of the District and POA.

16.3 Dispatcher II New Classification: The District agrees to establish a classification of Dispatcher II which serves as a lead and provides training and direction, but not supervision, over Dispatcher I positions. The Dispatcher II positions may be limited in number at the District's option, and will be compensated at a minimum of seven and one half percent (7 ½%) above the rate paid to Dispatcher I positions. This increase will be paid to incumbent Dispatchers employed on July 1, 2007, and these incumbents will be placed in the Dispatcher II classification effective July 1, 2007.

#### 16.4 Longevity Increments

- 16.4.1 Effective July 1 of the ninth (9<sup>th</sup>) year of consecutive service, a longevity increase of two and one-half percent (2.5%) will be added to the employee's base salary.
- 16.4.2 Effective July 1 of the thirteenth (13<sup>th</sup>) year of consecutive service, a longevity increase of five (5) percent will be added to the employee's base salary.
- 16.4.3 Effective July 1 of the seventeenth (17<sup>th</sup>) year of consecutive service, a longevity increase of seven and one-half (7-1/2) percent will be added to the employee's base salary.
- 16.4.4 Effective July 1 of the twenty-first (21<sup>st</sup>) year of consecutive service, a longevity increase of ten (10) percent will be added to the employee's base salary.
- 16.4.5 Effective July 1 of the twenty-fifth (25<sup>th</sup>) year of consecutive service, a longevity increase of twelve and one half (12 1/2) percent will be added to the employee's base salary.
- 16.4.6 Longevity increments are not cumulative; eligible employees may only receive the highest longevity amount for which they may qualify.

#### 16.5 POST Certification Incentive

- 16.5.1 Officers and Sergeants: Effective July 1, 2007, Officers and Sergeants shall receive a monthly incentive of two and one half percent (2½%) of their monthly salary if they possess an Intermediate POST certificate or five percent (5%) for an Advanced POST certificate.
  - 16.5.1.1 Documentation must consist of an official POST certificate or POST certification application provided to the District's Human Resources office. Each employee is solely responsible for requesting and arranging for the provision of the official transcript.
  - 16.5.1.2 Due to the length of the POST certification process, a copy of POST certification application will be submitted to Human Resources to temporarily verify that the certificate has been granted. The maximum time the temporary certification application will be accepted is for one year.

16.5.2 Dispatcher

- 16.5.2.1 Effective July 1, 2006, bargaining unit members who possess or thereafter obtain a Records Supervisor Certificate from POST shall receive an annual stipend in the amount of \$500.
- 16.5.2.2 Documentation must consist of an official POST certificate or POST certification application provided to the District's Human Resources office. Each employee is solely responsible for requesting and arranging for the provision of the official transcript.
- 16.5.2.3 Due to the length of the POST certification process, a copy of POST certification application will be submitted to Human Resources to temporarily verify that the certificate has been granted. The POST certification application may only serve as documentation for a maximum of one (1) year.
- 16.5.2.4 The stipend will be paid to the qualifying employee on a monthly basis, with the amount equal to the total stipend divided by the number of months employed annually.
- 16.5.2.5 If POST should finalize and approve an Intermediate and/or Advanced Certificate for Dispatchers during the term of this agreement, the district and the POA agree to meet and confer over possible educational stipends or incentives for those certificates.

**ARTICLE XVII**  
**CONCERTED ACTIVITIES**

- 17.1 It is agreed that there will be no strike, work stoppage, slow down, picketing or refusal or failure to perform job functions and responsibilities; or other interference of the operations of the District by the Association or its officers, agents or members during the term of this Agreement.
- 17.2 The Association recognizes the duty and obligation to comply with the provisions of this Agreement and make every effort toward inducing all employees to do so.
- 17.3 In the event of a strike, work stoppage, slow down or other interference with the operations of the District by employees who are represented by the Association, the Association agrees, in good faith, to take all reasonable and affirmative steps to cause these employees to cease such action.

**ARTICLE XVIII  
PHYSICAL FITNESS**

- 18.1 Bargaining Unit members or groups of Bargaining Unit members may use College facilities for personal physical fitness purposes when these facilities are not being used during regular operating hours of the regular academic year. College facilities may not be used for commercial purposes or for personal financial gain.
- 18.2 The Director of Physical Education, Health Education, Recreation, and Athletics and/or Director of Information and Facilities have the prerogative to determine which facilities may be used and when supervision of the activity will be required in the interest of District liability. In this regard, however, permission to use College facilities will not be unreasonably denied.
- 18.3 Commencing with the 1991-92 College year the Peace Officers will utilize available facilities on campus as follows:

Budd 219 - This room will contain aerobic and strength equipment. The room will be available to the Peace Officers, on an unsupervised basis, at any time that no class is using the facility, including weekends. A schedule of available hours will be provided to the Association at the beginning of each semester.

There must be at least two Officers utilizing the room during these unsupervised hours. Officers must maintain a logbook documenting which Officers used the facilities and at what time. Officers are not to use Budd 219 during times the room is being used by a class unless they are enrolled in the class or have the permission of the instructor. Officers must receive appropriate training before using the facility.

Budd 308 - This room will contain aerobic, strength and free weight equipment and may only be used during scheduled class time by Officers enrolled in those scheduled classes.

The District will pay the enrollment fees for Officers who enroll in Delta College conditioning classes held in these rooms or elsewhere.

**ARTICLE XIX  
EMPLOYEE RIGHTS**

19.1 Personnel Files

- 19.1.1 The personnel file of each employee shall be maintained at the District's Office of Human Resources. Any files kept by an immediate supervisor of any employee shall not contain any material that is not in the main personnel file that would serve as a basis for affecting the status of said employee's continued employment.
- 19.1.2 Information of a derogatory nature shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. The employee shall be given an opportunity during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such within ten (10) work days. The allowed release time to prepare the written response shall not exceed two working hours. The written response shall be attached to the material.
- 19.1.3 An employee shall have the right at any reasonable time, without loss of pay, to examine and/or obtain copies of any material from the employee's personnel file. Such material is not to include ratings, reports, or record which were (1) obtained prior to the employment of the employee involved; (2) were prepared by identifiable screening committee members; or (3) were obtained in connection with a promotional examination.
- 19.1.4 All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee. The District shall keep a log indicating the persons (other than persons whose duty is to maintain the files) who have examined a personnel file, as well as the date such examinations were made. Such log and the employee's personnel file shall be available for examination by the employee or his/her PORAC representative, if authorized in writing by the employee. The log shall be maintained in the employee's personnel file.
- 19.1.5 Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.
- 19.1.6 No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which

arose more than two years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the employing district. (Education Code 88013, 87031)

## 19.2 Evaluation

- 19.2.1 No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. Negative evaluations shall include specific recommendations, when appropriate, for improvement and provisions for assisting the employee in implementing any recommendations if the employee's performance can be remediated.
- 19.2.2 Every probationary officer shall be evaluated by the employee's immediate supervisor, in writing, before the one-year probationary period has ended:
  - 19.2.2.1 The first written evaluation shall be completed and discussed with every probationary employee at the end of the fourth month of probationary period.
  - 19.2.2.2 The second written evaluation shall be completed and discussed with the employee at the end of the eighth month of the probationary period.
  - 19.2.2.3 The third written evaluation shall be completed and discussed just prior to the twelfth month of the probationary period.
- 19.2.3 Every probationary dispatcher shall be evaluated by the employee's immediate supervisor, in writing, during the probationary period as follows:
  - 19.2.3.1 The first written evaluation shall be completed and discussed, with a written copy of the evaluation given to the probationary employee, by the end of the fourth month of the probationary period.
  - 19.2.3.2 A second written evaluation shall be completed and discussed, with a written copy of the evaluation given to the probationary employee, by the end of the seventh month of the probationary period (if the probationary period has not ended before that time).

- 19.2.3.3 A third written evaluation shall be completed and discussed, with a written copy of the evaluation given to the probationary employee, by the end of the eleventh month of the probationary period (if the probationary period has not ended before that time).
- 19.2.3.4 Every probationary Dispatcher shall be evaluated by the employee's immediate supervisor, in writing, before the eight (8) month probationary period has ended. The Vice President of Human Resources and Employee Relations, after consultation with the President of the POA, may for specific reasons disclosed to the POA authorize a shorter probationary period of no less than six (6) months or a longer probationary period of no greater than twelve (12) months. The determination of the length of the probationary period, above or below the normal eight (8) months, for any individual shall not be based upon the classification of the individual probationary employee but only upon the nature of the extraordinary circumstances, which led to the request for exception from the normal probationary period. The intent is for the probationary period to remain eight (8) months with only rare and exceptional deviations from that period permitted.
- 19.2.4 Every permanent Bargaining Unit employee shall be evaluated each year by the employee's immediate supervisor. (If this requires the immediate supervisor to work or observe during unusual hours, then the supervisor shall observe during those hours).
- 19.2.5 If the employee being evaluated feels that the evaluation is not accurate or fair in its findings and recommendation, the employee may attach a letter of explanation of those items in dispute within ten (10) work days.
- 19.2.6 Employees are required to sign all formal written evaluations. Employees are not signing that they agree with the evaluation, but rather that they have seen the evaluation. Employees are to receive a copy of their evaluation and the original is to be placed in the employee's personnel file.

**ARTICLE XX**  
**JOB REPRESENTATIVES**

- 20.1 Purpose - The District recognizes the need and affirms the right of the Association to designate Job Representatives from among employees in the unit. It is agreed that the Association, in appointing such representatives, does so for the purpose of promoting an effective relationship between the District and employees by helping to settle problems at the lowest level of supervision.
- 20.2 Selection of Job Representatives - The Association shall appoint two (2) Job Representatives who will represent all employees in the Bargaining Unit. The Association will notify the District of the names of those persons chosen to be representatives and any change thereto.
- 20.3 Job Representatives' Requirements to District and/or Supervisor - The Job Representative will obtain permission from his/her immediate supervisor (if available) to perform his/her duties as Representative. The Job Representative shall inform the immediate supervisor of his/her need to leave his/her work area. Permission to leave will be granted unless such absence would cause an unreasonable interruption of work. If permission is denied, the timeliness of the grievance process will be extended by the total number of days permission is denied.
- 20.3.1 Each Job Representative shall be granted reasonable release time with full benefits and pay to perform his/he duties. A combined total of sixty (60) release time hours will be allowed. The salary and benefits for any hours in excess of eighty (80) hours will be paid for by the Association.

**ARTICLE XXI**  
**CONTRACT CONTROLLING**

- 21.1 If any section of this contract in any way conflicts with terms and conditions of employment stated in Board policies and procedures, the contract shall be the controlling authority.

ARTICLE XXII  
TERM

22.1 This Agreement shall become effective on August 28, 2007 and shall continue in effect to and including June 30, 2010, unless amended in writing and by ratification by both parties hereto.

FOR THE DISTRICT



Raúl Rodríguez, Ph.D.  
Superintendent/President



Kim Myers, Ed.D.  
Vice President of Human Resources and  
Employee Relations



Marc Bromme  
Chief of Police

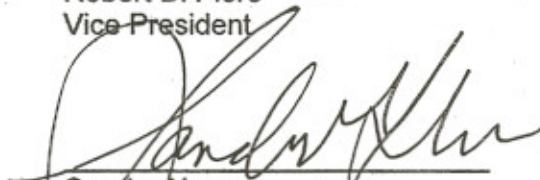
FOR THE ASSOCIATION



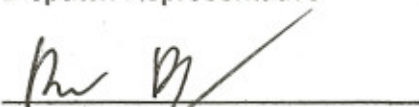
Mario Vasquez  
President and Chief Negotiator



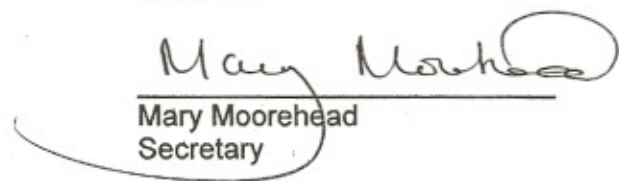
Robert Di Piero  
Vice President



Sandra Nuss  
Dispatch Representative



Brian Doty  
Treasurer



Mary Moorehead  
Secretary



Jim Bock  
Officer



Maria Elena Serna  
President, Board of Trustees

**APPENDIX A  
SALARY SCHEDULE**

## **APPENDIX B TRAVEL AND MILEAGE**

### **A. TRAVEL REQUEST**

1. Travel requests are required for all travel other than in-District mileage reimbursement.
2. All required information on the Travel Request Form must be completed. If an advance is required, it should be noted on the request form. If advance payments for hotels, registration, etc., are required, the proper information (registration forms, hotel literature, etc.) showing the amount to be paid, the payee and address **MUST** be attached to the Travel Request. Employees using personal funds to make advance arrangements will not be reimbursed until the travel claim (which is turned in after the trip) is processed and appropriate receipts are attached. Employees using personal funds to make advance arrangements **MUST** indicate these payments on the Travel Request form to avoid duplicate payments. Payment for AIR transportation must be arranged through the District's Purchasing Department.

Requests for travel outside the State of California must be approved by the Superintendent/President.

If a substitute will be needed, forms for "permission to be absent" should be completed and should accompany the Travel Request.

3. The Travel Request should be submitted to the employee's **DIVISION OR DEPARTMENT HEAD** for approval. This should be done not less than five (5) working days prior to the trip.
4. The approved Travel Request should then be routed to the Budget Officer (for Classified employees) or the Assistant Superintendent/Vice President (for faculty), who will then forward the faculty request to the Budget Officer.
5. After the Travel Request has been processed, a copy of the processed request indicating all payments made will be sent to the requestor. If an advance was required, the requestor will be informed when to come to the Accounting Office to sign for the check.
6. The Business Office must be notified of all cancellations so the approved request can be retired from the active file.

### **B. TRAVEL CLAIM**

1. Travel claims must be submitted for all approved travel requests and must identify all costs incurred, even if no additional reimbursement is requested.

2. Claims for Travel Reimbursement must be submitted within seven (7) working days after the trip is completed, to the Business Office.
3. Required receipts must be attached to the claim for all travel expenses incurred, including those that were prepaid.
4. The report area of the Travel Request must be completed and submitted to the Instruction Office for faculty or the Business Office for Classified Employees.
5. Reimbursements for supply items purchased may not be made on the travel claim.
6. If advances for personal travel expenses for several employees have been made to one person, that one person must file a group travel claim for reimbursement of all expenses incurred by that group.
7. The requestor will receive the travel check in approximately one week.

#### C. CLAIMS FOR TRAVEL EXPENSE

1. Actual and necessary travel expenses shall be allowed and paid in accordance with the following rules:
  - 1.1 Travel Claims for traveling at the expense of the district shall show the purpose of the trip.
  - 1.2 Travel Claims shall be properly itemized, accompanied by the required receipts and approved by the duly authorized officer.
  - 1.3 Established charges by common carriers or terminal stations for the handling or transportation of necessary personal or official baggage will be allowed. No other personal expenses shall be claimed.
2. Itemized receipts for costs incurred are required for the following items, including those which have been prepaid.
  - 2.1 Registration fees
  - 2.2 Lodging costs
  - 2.3 Transportation other than personal mileage
  - 2.4 Parking fees
  - 2.5 Telephone or telegraph charges incurred for business purposes. The purpose and nature of the call must be indicated.
  - 2.6 Taxi or limousine service fares

- 2.7 Automobile rental charges, including those paid through use of a district credit card.
  - 2.8 Any other necessary travel expenses except those identified in item 3 below.
  - 2.9 Personal charge card receipts are not acceptable.
3. Receipts need not be submitted for the following:
- 3.1 Public transportation fares which are available in public tariffs.
  - 3.2 Personal meal allowances
  - 3.3 Street car and ferry fares, bridge and road tolls
  - 3.4 Incidental expenses of \$5.00 or less
4. Hotels
- 4.1 Receipts for lodging, European Plan, or board and lodging, American Plan, shall be furnished and shall show the dates for which the charge is made. Reimbursement shall be made for actual lodging expense, based on single occupancy rate.
  - 4.2 Full reimbursement will be allowed while registered at conference headquarters. If, due to causes beyond the control of the individual, it is necessary to obtain accommodations other than at the conference headquarters hotel, full reimbursement will be allowed based on single occupancy rate. If the individual chooses to obtain accommodations other than at the conference headquarters, the individual will receive full reimbursement, based on single occupancy rate, not to exceed cost of conference headquarters. Substantiating statement must be attached to travel claim.
5. Meals
- 5.1 The maximum allowance for meals is \$32.00 per day.
  - 5.2 The amount expended for any particular meal is left to the discretion of the individual, but the total for all meals shall not exceed the applicable maximum allowance. It is not necessary to detail the cost of meals. Meals may be averaged out on a daily basis or they may be reported separately. If separate meals are charged, a maximum of:

\$5.50 Breakfast	\$9.50 Lunch	\$17.00 Dinner
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is fixed unless the individual is attending a conference and the meal is considered part of the program. In such case, full reimbursement

will be allowed. Conference meal reimbursements must be accompanied by supporting documentation.

- 5.3 Travel claims shall show time of departure from and return to the College. Should the time of departure be by 7 a.m. or after, or time of return be prior to 7 a.m., no allowance for breakfast will be claimed. Should the time for departure be by 12 noon, no allowance for lunch may be claimed. Should the time of departure be 7 p.m. or after, or the time of return be prior to 7 p.m., no allowance for dinner may be claimed.

## 6. Railroad Transportation

- 6.1 No more than actual fare on any transportation service, in accordance with the latest tariffs at the time the trip was made, shall be allowed. Special rates and round-trip rates shall be used whenever possible.
- 6.2 One berth for each person or "roomette" accommodations will be allowed.
- 6.3 Unusual delay or deviation from the shortest, usually traveled route, shall be explained. If due to causes beyond the control of the individual, additional expenses incurred may be allowed.

## 7. Airplane Travel

- 7.1 Claims for airplane travel shall be allowed when in conformity with the latest regular published airplane tariffs. When more than one class of air travel is available, the district will pay tourist class only. Payment for air transportation must be arranged through the District's Purchasing Department and the cost incurred shall be reported on the travel claim and supported by the proper documentation.
- 7.2 Air travel by College District employees, approved in accordance with board policy is to be limited to flights on regular scheduled airplanes.
- 7.3 College staff shall not pilot or charter personal or private aircraft, or any variation thereof, when traveling within the scope of their employment on behalf of San Joaquin Delta College. This method of travel is not covered by District liability insurance and is in direct violation of District procedure.

## 8. Automobile Travel

- 8.1 In cases where authorized travel is by District-owned automobile, actual and necessary travel expense shall not include mileage expense. District vehicles should be requested as early as possible after approved Travel Request is received. Vehicles are to always be picked up and returned to the vehicle parking area. The Transportation Department is to be notified of all cancellations as soon as possible due to the heavy demand for vehicle use.
  - 8.2 Mileage for privately owned automobiles is allowed. Rate of reimbursement is listed in D. below.
  - 8.3 Ferry, bridge, or toll charges may be claimed in addition to mileage allowances.
  - 8.4 Mileage reimbursement will be limited to the amount equivalent to airplane transportation plus local transportation costs.
  - 8.5 Mileage for rental automobiles is allowed when approval has been received to use a car rental for business purposes. Employees shall obtain the least expensive rental available.
9. Incidental Traveling Expenses
    - 9.1 A maximum allowance of \$5.00 may be claimed, without itemization for incidental traveling expenses during each 24 hours, or major fraction thereof, starting at the time of departure from and ending with return to college. A major fraction of 24 hours is defined as 12 or more hours.

#### D. IN-DISTRICT MILEAGE

1. The following rules apply to request for reimbursement for travel with the District when no District vehicle is provided.
  - 1.1 Mileage reimbursement shall be paid any employee assigned to more than one area in the District on a regular District contract assignment.
  - 1.2 Mileage reimbursement shall be paid any employee whose assignment requires the use of a personal vehicle to visit various locations within the District.
  - 1.3 Distance allowed will be for those miles between areas or other assigned locations other than the distance between home and the College.
  - 1.4 Incidental parking meter charges, if itemized, are the only other item that may be claimed on the Monthly District Mileage Claim.
  - 1.5 The mileage rate will be as allowed by IRS Regulations.

#### E. TRAVEL ADVANCES

1. Advance payment of travel expenditures will be paid by the Travel Request procedure. The proper forms and information showing the amount, payee and address must be attached to the Travel Request.
  - 1.1 Only the first nights lodging will be prepaid unless otherwise required by the hotel.
  - 1.2 Registration may be prepaid in full, regardless of amount.
  - 1.3 Travel advances may not be used to pay for airfare. Payment must be handled through the regular purchase order process.
  
2. Travel advances for personal travel expenses may be made to employees based upon the estimated cost approved on the Travel Request.
  - 2.1 Travel advances will not be made for less than \$25.00.
  - 2.2 Lodging cost for the additional nights required may be advanced in full if not already prepaid.
  - 2.3 All other estimated costs may be advanced at the rate of 80%.


**APPENDIX C**  
**PUBLIC SAFETY OFFICERS BILL OF RIGHTS**

Public Safety Officers Procedural Bill of Rights, Government Code Sections 3300 et seq. re incorporated herein. However, said provisions will not be subject to the dispute settlement procedures as established by Article XIII of this Agreement.

**APPENDIX D  
DUES AND SERVICE FEE SCHEDULE**

Monthly dues for all POA members are \$53.00.

**APPENDIX E  
SJDC EEO/DISCRIMINATION APPEAL FORM**

	<p><b>SAN JOAQUIN DELTA COMMUNITY COLLEGE DISTRICT</b></p> <p>OFFICE OF HUMAN RESOURCES</p>
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**Unlawful Discrimination/Sexual Harassment Complaint Form**

**Name:** \_\_\_\_\_  
*Last* *First*

**Address:** \_\_\_\_\_  
*Street or P.O. Box* *City* *State* *Zip*

**Phone:** Day ( \_\_\_\_\_ ) \_\_\_\_\_ *Evening* ( \_\_\_\_\_ ) \_\_\_\_\_

**I Am A:**       Student       Employee       Other: \_\_\_\_\_

**I Wish To Complain Against:** \_\_\_\_\_

**Date of Most Recent Incident of Alleged Discrimination:** \_\_\_\_\_  
*(Nonemployment complaints must be filed within one year of the date of the alleged unlawful discrimination. Employment complaints must be filed within six months of the date of the alleged unlawful discrimination)*

**I Allege Discrimination Based on the Following Category Protected under Title 5: (you must select at least one):**

Age	Ethnic Group Identification	Physical Disability	Retaliation
Ancestry	Mental Disability	Race	Sex (includes Harassment)
Color	National Origin	Religion	Sexual Orientation

**Clearly state your complaint. Describe each incident of alleged discrimination separately. For each action provide the following information: 1) date(s) the discriminatory action occurred, 2) name of individual(s) who discriminated; 3) what happened; 4) witnesses (if any); and 5) why you believe the discrimination was because of protected group status [religion, age, race, sex or whatever basis you indicated above] and/or, if applicable, why you believe you were retaliated against for filing of complaint or asserting your rights. (Attach additional pages as necessary.)**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**What would you like the District to do as a result of your complaint -- what remedy are you seeking?:** \_\_\_\_\_

\_\_\_\_\_

**I certify that this information is correct to the best of my knowledge.**

\_\_\_\_\_ *Signature of Complainant* \_\_\_\_\_ *Date*

Send this form to the Office of Human Resources, Administration 202, 5151 Pacific Avenue, Stockton, CA 95207  
 HR to forward to Chancellor's Office-Attn: Legal Affairs Division, 1102 Q Street, Sacramento, CA 95814-6511  
*(Revised 9/02)*