

MASTER CONTRACT

between
the

San Joaquin Delta Community College
District

and the

San Joaquin Delta Community College
District Peace Officers' Association



July 1, 2019
through
June 30, 2022

TABLE OF CONTENTS

	PREAMBLE	2
ARTICLE I.	RECOGNITION.....	3
ARTICLE II.	NON-DISCRIMINATION	4
ARTICLE III.	CHECK OFF AND ORGANIZATIONAL SECURITY	5
ARTICLE IV.	SEVERANCE.....	7
ARTICLE V.	ORGANIZATIONAL RIGHTS	8
ARTICLE VI.	HOURS AND OVERTIME	10
ARTICLE VII.	PAY AND ALLOWANCE	16
ARTICLE VIII.	EMPLOYEE EXPENSES AND MATERIALS.....	18
ARTICLE IX.	HEALTH AND WELFARE BENEFITS	19
ARTICLE X.	HOLIDAYS.....	24
ARTICLE XI.	VACATION PLAN.....	26
ARTICLE XII.	LEAVES	29
ARTICLE XIII.	DISPUTE SETTLEMENT	38
ARTICLE XIV.	NEGOTIATIONS.....	46
ARTICLE XV.	MANAGEMENT RIGHTS	47
ARTICLE XVI.	SALARIES	49
ARTICLE XVII.	LAYOFFS	52
ARTICLE XVIII.	CONCERTED ACTIVITIES	57
ARTICLE XIX.	PHYSICAL FITNESS.....	58
ARTICLE XX.	EMPLOYEE RIGHTS.....	59
ARTICLE XXI.	JOB REPRESENTATIVES.....	63
ARTICLE XXII.	CONTRACT CONTROLLING	64
ARTICLE XXIII.	DISCIPLINE	65
ARTICLE XXIV.	TERM	67

APPENDICES

A.	SALARY SCHEDULE.....	68
B.	TRAVEL AND MILEAGE.....	70
C.	PUBLIC SAFETY OFFICERS BILL OF RIGHTS	71

PREAMBLE

This agreement is made and entered into this 21st day of January 2020 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". Unless otherwise noted, the effective date of this Agreement shall be July 1, 2019 through June 30, 2022.

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 Police Officer
- 1.1.2 Dispatcher I
- 1.1.3 Dispatcher II
- 1.1.4 Campus Safety Officer I
- 1.1.5 Campus Safety Officer II

This agreement, in its entirety shall be binding on all classifications within the bargaining unit unless specifically noted within the context of an affected section.

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 or mental disability, medical condition, age (over 40), marital status, gender or sexual orientation 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, 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 Association shall inform the District of any changes to dues or fees to be deducted in accordance with this Article
- 3.2.4 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, the use of the school mail system, District email, 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 release time for employees who are Peace 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 flexible schedule that includes a ten (10) hour, or twelve (12) hour workday. If a modified schedule involving as ten, or twelve hour workday is implemented the employee shall not earn overtime for hours in excess of eight in one day, unless the hours work are in addition to their regular shift schedule but shall earn overtime for hours in excess of the ten, or twelve hour flexible schedule they are assigned..

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 workday. The employee will be allowed to go no more than two miles off campus and shall be required to respond to calls during their paid lunch period.

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 workday. 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 workday and shall be compensated at the regular rate of pay for the employee.
- 6.5 Rest Facilities: The District shall make available a lunchroom 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 provided in 6.1.1 above. Regular rate of pay is defined to include pay associated with the employee's base pay (e.g., shift differential, POST incentive).
 - 6.7.1 Employees who work beyond five (5) 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 3:00 p.m. to 3:00 a.m. and is required to work past 3:00 a.m. or an employee scheduled to start at 7:00 p.m. to 7:00 a.m. and is required to work past 7:00 a.m.

- 6.7.2 Overtime will be offered by seniority within the employee's classification and the employee 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 assignment is defined as a natural disaster or unexpected or unplanned occurrence.
- 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 11:00 a.m. and 6:55 p.m. (Swing Shift) 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 9:00 p.m. and 6:00 a.m. (Graveyard Shift) 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 during the hours of the Swing or Graveyard Shifts, 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 payment for hours worked in overtime status. An employee in the bargaining unit may request to take compensatory time off in lieu of payment 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 employee supervisor. If the employee and the employee supervisor are unable to agree upon a mutually acceptable time to take compensatory time off, the District will give a thirty (30) day advance 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 or 10 hours based on the assigned shift. 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 any time, without hardship. Members may elect to cash out all or part of their comp time balance once per year by contacting Human Resources. The transaction will be handled confidentially. Compensatory time in excess of 220 hours shall be paid out. All compensatory time paid out shall be at the employee's current rate of pay or average rate of pay over the previous three years, whichever rate is higher.

6.10.4 Minimum Call in Time

6.10.4.1 Unscheduled Shift Coverage – Any employee called in to work a coverage shift, 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. Should the minimum call-in time meet the requirements of section 6.7 of this agreement, the time will be compensated as overtime pay. Compensation for hours worked does not include travel time to the worksite.

6.10.4.2 Department Meetings/Trainings – Any employee scheduled to attend Department meetings outside of a scheduled shift shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this agreement. Should the minimum call-in time meet the requirements of section 6.7 of this agreement, the time will be compensated as overtime pay. Compensation for hours worked does not include travel time to the worksite.

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 as 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.

6.12 Permanent Intermittent/Part-Time Positions:

6.12.1 Permanent intermittent and part-time is a status of employment, rather than a separate classification of employee. Permanent intermittent or part-time status may be established for any classification identified in Article I – Recognition, based on operational needs of the department. The job classifications and job descriptions for regular, full-time positions shall be used to establish permanent intermittent duties and pay rates including differential premium, overtime, and holiday pay.

6.12.2 Permanent intermittent status employees are regular classified employees who are assigned hours based upon operational needs of the department and are not guaranteed any set number of hour, or a regular schedule. Permanent intermittent employees may not work more than 62.5% of the hours that a regular full-time employee in the same classification may work in any fiscal year.

6.12.3 Permanent part-time status employees are regular classified employees who are assigned a regular shift schedule and hours based upon operational needs of the department and are guaranteed a minimum of 24 hours per week.

6.12.4 Permanent intermittent or part-time police officers may be used to staff special events where there is a designated funding source, other than general funds, during a District emergency, or with prior approval from the District.

6.12.5 Permanent intermittent and part-time employees shall not be used in lieu of, or to displace or replace regular full-time bargaining unit employees. The requesting manager must demonstrate a compelling need to fill a

position with a permanent intermittent employee, due to time, duration, and schedule of duties to be performed.

- 6.12.6 Permanent intermittent and part-time employees shall be utilized to ensure that temporary, or student workers are not being used to fill on-going staffing needs. The use of permanent intermittent employees does not limit a manager's ability to fill temporary, substitute or short-term positions.
- 6.12.7 Permanent intermittent and part-time employees shall be entitled to sick leave, and all other benefits conferred by law on classified employees. Permanent intermittent employees shall be entitled to all leaves and benefits granted by the governing board to a majority of the regular full-time employees in the same classified positions, with exception to medical benefits. Such leaves and benefits shall be prorated in the same ratio as the regular work hours per day, days per week, weeks per month, or months per year of such permanent intermittent employees bear to eight hours per day, 40 hours per calendar week, four calendar weeks per month, or 12 calendar months during the school year.
- 6.12.8 Permanent intermittent employees who are required to work on a holiday as defined in the Contract shall be compensated for all hours worked at time and one half, plus an additional day off. Permanent intermittent employees who qualify for holiday pay and do not work the holiday shall be compensated at a rate of 62.5% of the 8-hour day.
- 6.12.9 Permanent part-time employees who are required to work on a holiday as defined in the Contract shall be compensated for all hours worked at time and one half, plus an additional day off. Permanent part-time employees who qualify for holiday pay and do not work on the holiday shall be compensated at a rate based upon the percentage at which they were hired of the 8-hour day.

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. Payroll errors that have occurred over time shall be repaid to the District in payments agreed upon by the District and the Association.
- 7.5 Special Payments: Any payroll adjustment due an employee in the bargaining unit as a result of working out of class, re-computation 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 Enrollment Fees: Enrollment fees for Delta College classes, except community education classes, shall be waived for members of the bargaining unit and their dependents as declared to the Internal Revenue Service. All members of the bargaining unit 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 Uniform Allowance: The District will furnish each Police Officer with \$1,012.27 per year, each dispatcher with \$624.51 per year, and each Campus Safety Officer with \$824.51 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 adjusted each year by the revenue cost of living adjustment (COLA) percentage provided by the District 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 Body Armor: Upon initial hire and every five (5) years after that date, each police officer in the bargaining unit shall receive a purchase order for a replacement body armor as defined in Department Policy 1023 and 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. Members do not have the option of not participating, or “opting out” of selecting a health benefits package through the District.
- 9.1.2 California’s Value Trust (CVT) is the District’s current provider. The parties acknowledge 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 (e.g., composite, single plus one, or single plus two dependents) they wish to offer their members.
- 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.
- 9.1.5 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:
 - 9.1.5.1 Health Insurance including Prescription Drug Plan Coverage
 - 9.1.5.2 Dental Insurance
 - 9.1.5.3 Life Insurance
 - 9.1.5.4 Vision Care Plan
 - 9.1.5.5 Long-term Disability Plan

9.1.5.6 Employee Assistance Program

9.1.6 The Insurance carriers shall be determined by the District.

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

9.2 Defined Contribution: Effective July 1, 2015, the defined contribution amount for FY2014/2015 (\$19,063) shall be eliminated as a defined contribution payment. Employees shall continue to purchase benefits as described in Article 9.1.1.

9.2.1 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 The employment benefits listed in Section 9.1 shall be granted to retired members of the bargaining unit provided that such retirees have satisfied the qualification period of consecutive years of service as hereinafter specified throughout the prescribed qualification period:

9.3.2 For persons who commenced employment with the District in the classified service as a member of the bargaining unit on or after November 1987, such persons shall be eligible to receive benefits as a retiree provided that they served in a classified position in the bargaining unit for twenty-two (22) or more consecutive school years immediately preceding their retirement under the State Teachers' Retirement System (CalSTRS) or Public Employees' Retirement System (CalPERS).

9.3.2.1 Retirees who meet the eligibility criteria and are under the age of Medicare eligibility will receive \$19,063 with which to purchase benefits through the District. The retiree must select a benefit plan, and the retiree is responsible for any additional cost of the plan(s) beyond the amount provided herein. If the cost of the plan selected is less than the defined contribution, the retiree forfeits the difference.

9.3.2.2 Retirees who meet the eligibility criteria and who have reached the age of Medicare eligibility will receive a Medicare Carve Out. The cost of the Carve Out plan may not exceed \$19,063 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 ninety (90) days in advance of any such plan modification.

9.3.2.3 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 (OPEB)

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.

Other Benefit Provisions

9.4.2 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 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 (CalPERS) shall be in accordance with PERS regulations.

9.4.3 If an employee desires insurance coverage to continue during periods of unpaid leaves of absence from the 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.

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

9.4.5 The employment benefits as stated in 9.1, with the exception of Life Insurance and Long Term Disability, 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.

9.4.6 Should a bargaining unit member die while under contract to the District, the surviving spouse shall be entitled to continue coverage under the health, dental, and vision programs. Such spouse shall pay the premium for the continued coverage on a month-to-month basis.

9.5 Workers' Compensation:

9.5.1 All employees of the District are covered by District paid Workers' Compensation Insurance for injuries which occur while on duty. Injuries shall be reported immediately to Human Resources in compliance with compensation insurance laws. Officers 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 the medical group chosen by the District, unless the employee has on file a request to be treated by their own physician. 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 within twenty-four (24) hours.

9.6 CalPERS Safety Retirement for Officers

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

9.6.2 The retirement plan provided is CalPERS' Classic for Police Officers hired before January 1, 2013, 3 percent (3%) of salary per year or credited service at age 55 (Safety Retirement Plan). Police Officers hired after January 1,

2013, the provided retirement plan is CalPERS' PEPRA 2.7 percent (2.7%) at age 57. Other classifications in the bargaining unit are not eligible for the Safety retirement benefit.

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
- 10.1.4 Washington Day - Third Monday in February
- 10.1.5 Cesar Chavez Birthday
- 10.1.6 Memorial Day - Last Monday in May
- 10.1.7 Independence Day
- 10.1.8 Labor Day - First Monday in September
- 10.1.9 Veterans Day
- 10.1.10 Thanksgiving Day
- 10.1.11 Christmas Eve
- 10.1.12 Christmas Day
- 10.1.13 Day after Christmas
- 10.1.14 New Year's Eve

10.2 Dispatchers and Campus Safety Offices shall 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 paid for all hours worked at the rate of one and one-half times the employee's regular rate of pay, or accrue compensatory time off at the same overtime rate at the option of the employee. The overtime payment of time and one-half 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.

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 cashed out.
- 11.3 Vacation: No vacation shall be granted during a bargaining unit member's probationary period (i.e. the first twelve {12} months of employment). 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 Director of Human Resources or his/her designee.

- 11.3.4 Requests for vacation must be submitted to the Sergeants or his/her designee according to established directives. Time sheets recording time off must be submitted to Payroll prior to the deadline identified in the Payroll Calendar published on the Human Resources web page.
 - 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. Payment for accumulated vacation shall be paid at the current rate of pay.
- 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 becomes 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 or his/her designee.

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 Chief of Police or his/her management designee on the third (3rd) consecutive day of absence, except when the employee has a record of excessive absenteeism within a six (6) month period, and 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 88191 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 parent for the birth of their child.
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.

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 the District.
- 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 Director of Human Resources. Within ten (10) working days after such written grievance is filed, the employee and Director of Human Resources, shall meet to resolve the grievance. The Director of Human Resources 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 Director of

Human Resources, a request with the Director of Human Resources 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 satisfactorily 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 the Hearing Office and may recommend back pay and benefits, probationary reemployment and reconsideration.

All grievance hearings shall be closed to the public unless the employee makes a request in

writing ten (10) calendar days before the hearing to have the hearing open to the public.

Each party shall bear equally the un-reimbursed 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

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 and investigated as required by the District's Board Policies (BP3410, 3430) and Administrative Procedures (AP3410, 3430, and 3435). Under no circumstances will a charge be accepted that was not filed within 180 days of the alleged unlawful discrimination or harassment.

13.2.2 Representation - The complainant shall be entitled to representation of his/her choice at all meetings involving the complainant.

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 complainant and the Director of Human Resources.

13.2.3.2 Second Step - If the complaint is not resolved in Step 1, the complaint will be put in writing (using District's Unlawful Discrimination/Sexual Harassment Complaint Form) 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 Director of Human Resources. The Director of Human Resources or designee shall investigate the matter as required by Board Policies and Procedures and shall issue findings within ninety (90) days from the date the complaint was filed.

13.2.3.3 Third Step – Upon receipt of the administrative determination, if the complainant is not satisfied with the resolution that he/she may, within fifteen (15) days, submit a written appeal to the Board of Trustees. The Board shall review the original complaint, the investigative report, the administrative determination, and the appeal and issue a final District decision on the matter within forty-five (45) days after receiving the appeal. If the Board of Trustees fails to issue a decision within forty-five (45) days, the original decision in the administrative determination will be deemed to be affirmed and shall become the final District decision in the matter. A copy of the Board's decision shall be forwarded to the complainant and the State Chancellor's Office.

13.3 Final Disposition of Discrimination or Harassment Complaint

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, the Director of Human Resources and the Superintendent/President to be considered resolved.

13.5 Non-Retaliation Policy

Employees shall not be adversely affected for having brought forward a charge of discrimination or harassment, testified, assisted, or participated in any manner in an investigation proceeding or hearing relative to unlawful discrimination or harassment complaints.

13.6 Forms for filing a discrimination or harassment complaint shall be maintained by the District and must be made available to persons who feel they have been discriminated against unlawfully.

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 XXIV, 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 District.

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 Schedule: The current base salary schedule shall be increased by 3.5% effective July 1, 2019, and 3.0% increase effective July 1, 2020.
- 16.2 Compensation Review: Compensation levels for Police Officers, Campus Safety Officers, and Dispatchers, shall be conducted by the District and evaluated jointly by the District and POA May 2016. 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: 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 (7.5 %) above the rate paid to Dispatcher I positions.
- 16.4 Campus Safety Officer II New Classification: Effective July 1, 2015 the District agrees to establish a classification of Campus Safety Officer II which serves as a lead and provides training and direction, but not supervision, over Campus Safety Officer I position and other duties as assigned. The Campus Safety Officer 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 (7.5%) above the rate paid to Campus Safety Officer I positions.

16.5 Longevity Increments

- 16.5.1 Effective July 1 of the ninth (9th) year of consecutive service, a longevity increase of two and one-half percent (2.5%) will be added to the employee's base salary.
- 16.5.2 Effective July 1 of the thirteenth (13th) year of consecutive service, a longevity increase of five (5) percent will be added to the employee's base salary.
- 16.5.3 Effective July 1 of the seventeenth (17th) 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.
- 16.5.4 Effective July 1 of the twenty-first (21st) year of consecutive service, a longevity increase of ten (10) percent will be added to the employee's base salary.
- 16.5.5 Effective July 1 of the twenty-fifth (25th) 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.
- 16.5.6 Longevity increments are not cumulative; eligible employees may only receive the highest longevity amount for which they may qualify.

16.6 POST Certification Incentive

- 16.6.1 Police Officers and Dispatchers: Full time Police Officers and Dispatchers shall receive a monthly incentive of two and one half percent (2.5%) of their monthly salary if they possess an Intermediate POST certificate or five percent (5%) for an Advanced POST certificate.
- 16.6.2 Effective July 1, 2015, Dispatchers who possess or thereafter obtain a Records Supervisor Certificate from POST shall receive an annual stipend in the amount of \$500. 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.

- 16.6.3 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.
- 16.6.4 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 (1) year.
- 16.7 Bilingual Stipend: Effective July 1, 2015, full-time Police Offices, Campus Safety Officers and Dispatchers shall receive a monthly bilingual stipend of \$150 upon certification by the Human Resources department for Spanish and sign language verbal translation skills.
- 16.8 Education Stipend: Effective July 1, 2015, eligible bargaining unit members who possess or thereafter obtain a Bachelor's degree or Master's degree shall receive a monthly stipend of \$150 for a Bachelor's or \$300 for a Master's degree provided that the degrees are not required for the position and that the degree is from an accredited institution.
- 16.8.1 Documentation must consist of official transcripts mailed directly to the District's Office of Human Resources by the granting institution. Each employee is solely responsible for requesting and arranging for the payment of the official transcript.

ARTICLE XVII

LAYOFFS

17.1 Unit members shall be subject to layoff for lack of work or lack of funds. Whenever it becomes necessary to invoke layoff procedures, the Board of Trustees will take action in public session in the form of a resolution or Board action, in accordance with normal Board procedures.

17.1.1 In the event of any governing board or administrative decision to (a) abolish unit positions for lack of work or lack of funds, and/or (b) lay off unit members for lack of work or lack of funds, the District shall agree to meet and negotiate the effects of said decision with regard to matters within the scope of representation, as defined by Government Code, Section 3542.2.

17.1.2 Neither work study students nor work experience students shall be used to displace or replace bargaining unit employees. In the event of a layoff, reduction of hours, or abolishment of bargaining unit position, no additional types of work previously performed by the member(s) affected (by the layoff, reduction of hours, or abolishment) shall be assigned to any work experience or work study student. In the event of a layoff, reduction of hours, or abolishment of bargaining unit positions, all short-term employees in a particular classification shall be displaced prior to any displacement of bargaining unit employees in that classification.

17.2 Order of Reduction: The following order will prevail in the reduction of bargaining unit members.

17.2.1 Short-term employees (including students and temporary agency employees) by classification.

17.2.2 Substitute employees, by classification.

17.2.3 Probationary employees, by classification.

17.2.4 Permanent employees, by classification.

17.3 Seniority Computation: Whenever a permanent employee is laid off, the order of layoff within a classification shall be determined by length of service within the classification. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first.

17.3.1 Length of service (seniority) will be computed on the basis of hours in paid status, whether during the school year, a holiday, recess, or during any period that school is in session or closed, but does not include hours compensated on overtime basis.

17.3.2 "Hours in paid status" shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service.

17.3.3 Any hours worked in an out-of-class assignment shall be computed as hours in paid status in the employee's permanent position.

17.3.4 Less than twelve (12) month employees:

17.3.4.1 Any hours taken as vacation time by less than twelve (12) month employees, including periods of time outside their regular work schedule (i.e., summer) shall be computed as hours in paid status.

17.3.4.2 Hours worked in other than the employee's permanent classification during any off-contract period (i.e., summer) shall not be considered a part of the employee's seniority or benefits for that time period.

Hours worked in the employee's permanent classification during any off-contract period (i.e., summer) shall be considered a part of the employee's seniority and benefits on a pro rata basis.

17.4 Displacement Privileges: All displacement (bumping) actions shall be carried out as follows:

- 17.4.1 A regular employee subject to layoff may displace the least senior employee in the same job classification.
- 17.4.2 A regular employee who is laid off from a classification and who has previously held a regular position in another equal or lower classification may displace an employee with the least seniority in that class. For purposes of this section, seniority shall include the total of the previous regular service in the equal or lower classification, plus service in the class in which the layoff occurs and in higher classes.
- 17.5 Voluntary Demotion in Lieu of Layoff: All displacement (bumping) actions shall be carried out as follows: Regular employees notified of layoff for lack of work or funds may request a voluntary demotion to a vacant position in a lower classification provided that the employee is qualified to perform the duties thereof and provided further that the immediate supervisor involved and the Director of Human Resources approve the voluntary demotion.
- 17.6 Voluntary Reduction in hours in Lieu of Layoff: Regular employees may take voluntary reduction in assigned time in lieu of layoff to remain in their present positions rather than be reclassified or reassigned. Such employees shall be granted the same rights as persons laid off and shall be, at the option of the employee, returned to a position with increased assigned time as vacancies become available, in accordance with Education Code Section 88117.
- 17.7 Retirement in Lieu of Layoff: Regular employees who have been employed at least five (5) years under the Public Employees Retirement System and are fifty (50) years of age or older may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employees shall, prior to the effective date of the proposed layoff, complete and submit a form to PERS provided by the Office of Human Resources for this purpose. The employee shall then be placed on the thirty-nine (39) month reemployment list in accordance with this regulation.
- 17.7.1 The District agrees that when an offer of employment is made to an eligible person retired under this regulation, and the District received within ten (10) business days a written acceptance of the offer, the retired person shall be allowed sufficient time to terminate the employee's retired status with PERS.

17.8 Notice of Layoff: Regular employees will be given notice of layoff not less than sixty (60) calendar days prior to the effective date of layoff and be informed of their displacement privileges, if any, and reemployment rights. Notification of layoff shall be delivered by personal service or certified mail (return receipt requested).

17.9 Reemployment Rights:

17.9.1 All regular employees currently on layoff, working a reduced hour position, or any employees who accepted demotion in lieu of layoff, as a result of District action are, eligible for reemployment for a period of thirty-nine (39) months from the date of layoff, or a period of sixty-three (63) months from the date of demotion or reduction in lieu of layoff. Such employees shall be given absolute first priority and shall be reemployed in preference to new applicants for any open position in the classification which the employee held immediately prior to the layoff, reduction in hours, or demotion (provided that the employee continues to satisfy the then existing minimum qualifications for said position). Such employees will be notified when employment or job openings exist within the District. Such notice shall be sent to the last address given to the District by the employee by either certified mail or regular first-class mail. The employee shall specify in writing, the preferred method of mail delivery.

17.9.2 Laid off persons shall be reemployed in the reverse order of layoff in the highest rated job classification available in accordance with the class seniority.

17.9.3 A permanent employee who is laid off and is subsequently reemployed within thirty-nine (39) months shall have all rights and privileges restored. However, the employee shall not receive seniority credits for District work performed while on the reemployment list.

17.9.4 A probationary employee shall continue to serve out the remainder of the probationary period and shall also have all rights and privileges restored. No seniority credit shall be earned during the period of separation from the District.

17.9.5 Employee Notification to District of Acceptance of Reemployment: A regular employee shall notify the District of the employee's intent to accept or refuse reemployment within ten (10) business days following

the mailing of the reemployment notice. If the employee accepts reemployment, the employee must report to work within thirty (30) business days following the mailing of the reemployment notice.

An employee given notice of reemployment need not accept the reemployment to maintain the employee's eligibility on the reemployment list, provided the employee notified the Office of Human Resources, in writing, ten (10) business days from receipt of the reemployment notice. The laid-off employee may decline three offers of reemployment and retain a position on the list. If an employee on a reemployment list refuses the third offer of reemployment, no additional offers will be made and the employee shall be considered unavailable for work until otherwise indicated. The offer will then be made to the next person on the list.

- 17.9.6 Reemployment as a Short-term or Substitute Employee: An employee who has been laid off for lack of work or lack of funds, and who is on a layoff reemployment list, shall be given priority over outside candidates for reemployment as a substitute or limited term employee in the employee's original class or any other class for which the employee is qualified. Such employment shall in no manner jeopardize or otherwise affect the employee's status or eligibility for reemployment. Persons on a reemployment list employed as a substitute or in a limited term position do not accrue seniority.

ARTICLE XVIII
CONCERTED ACTIVITIES

- 18.1 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.
- 18.2 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.
- 18.3 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 XIX
PHYSICAL FITNESS

- 19.1 Bargaining unit members or groups of bargaining unit members may use District facilities for personal physical fitness purposes when these facilities are not being used during regular operating hours of the regular academic year. District facilities may not be used for commercial purposes or for personal financial gain.
- 19.2 Division Deans, Athletic Director and/or management personnel responsible for facilities shall 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 District facilities will not be unreasonably denied.
- 19.3 Bargaining unit members will utilize available facilities on campus as follows:

Budd 219 - The room will be available to the bargaining unit members, on an unsupervised basis, at any time that no class is using the facility, including weekends. Bargaining unit members shall request a key to access Budd 219 from the District's Maintenance Department and note the issuance of the key on the bargaining unit member's Lockup Key Report by Keyholder record.

Bargaining unit members shall contact dispatch and make a login entry prior to entering Budd 219. When the bargaining unit member exits the room after use, the member shall immediately contact dispatch and make a log off entry. 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.

Budd 308 - This room 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 the District's conditioning classes held in these rooms or elsewhere.

ARTICLE XX
EMPLOYEE RIGHTS

20.1 Personnel Files

- 20.1.1 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.
- 20.1.2 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) workdays. Police Officers shall have thirty (30) days to provide a written response to any adverse comments placed in the personnel file. The allowed release time to prepare the written response shall not exceed two (2) working hours. The written response shall be attached to the material.
- 20.1.3 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 records 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.
- 20.1.4 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 POA representative or designee, if authorized in writing by the employee. The log shall be maintained in the employee's personnel file.

20.1.5 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.

20.1.6 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)

20.1.7 Bargaining unit members may request to have derogatory information removed from their personnel file. Written request shall be submitted to the Chief of Police for review and approval or denial. Derogatory materials dated five (5) or more years from the written request shall be removed, unless required by law to be maintained.

20.2 Evaluation

20.2.1 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 re-mediated.

20.2.2 Every probationary police and campus safety officer shall be evaluated by the employee's immediate supervisor, in writing, before the one-year probationary period has ended:

- 20.2.2.1 The first written evaluation shall be completed and discussed with every probationary employee at the end of the fourth month of probationary period.
 - 20.2.2.2 The second written evaluation shall be completed and discussed with the employee at the end of the eighth month of the probationary period.
 - 20.2.2.3 The third written evaluation shall be completed and discussed just prior to the twelfth month of the probationary period.
- 20.2.3 Every probationary dispatcher shall be evaluated by the employee's immediate supervisor, in writing, during the probationary period as follows:
- 20.2.3.1 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.
 - 20.2.3.2 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).
 - 20.2.3.3 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).
 - 20.2.3.4 Every probationary Dispatcher shall be evaluated by the employee's immediate supervisor, in writing, before the twelve (12) month probationary period has ended.

- 20.2.4 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).
- 20.2.5 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 or thirty (30) days for Police Officers.
- 20.2.6 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 XXI
JOB REPRESENTATIVES

- 21.1 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.
- 21.2 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.
- 21.3 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.
- 21.3.1 Each Job Representative shall be granted reasonable release time with full benefits and pay to perform his/her 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 XXII
CONTRACT CONTROLLING

22.1 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 XXIII

DISCIPLINE

- 23.1 The District agrees that no bargaining unit member shall be subject to discipline without cause in accordance with applicable law (e.g., Peace Officer Bill of Rights (POBR) for sworn officers, Education Code for non-sworn bargaining unit members).
- 23.1.1. Cause: Disciplinary action may be imposed for one or more of the following causes: misconduct, poor performance, violation of departmental policies and/or procedures, or other areas identified in Education Code Section 87732.
- 23.2. The District agrees to follow a course of progressive discipline. It is understood, however, that progressive discipline does not follow any specific sequence of disciplinary actions and that major offenses shall be cause for substantial disciplinary action.
- 23.2.1. Substantial discipline is defined as discharge, demotion, or suspension of more than three (3) days without pay.
- 23.2.2. Formal discipline is defined as discharge, demotion, suspension of any duration, or any involuntary reduction in pay.
- 23.3. The District shall serve a Notice of Intended Disciplinary Action (“Notice”) on any permanent employee prior to taking disciplinary action. The Notice shall be in writing and shall contain the following information:
- 23.3.1 The specific charge(s) against the employee, including a description of the conduct giving rise to the charge(s), the specific cause(s) for discipline, copies of written materials, if any, upon which the intended action is based unless previously provided to the employee, and the effective date of the disciplinary action.
- 23.3.2 The date, time, and place of the pre-disciplinary administrative review meeting (“Administrative Review”).
- 23.3.2.a. The Administrative Review shall be conducted not less than five (5) or more than ten (10) working days after the date of service of the Notice of Intended Disciplinary Action (“Notice”), except by mutual agreement.

23.3.2.b. The employee shall confirm his/her intent to attend the Administrative Review by telephoning or writing to the Director of Human Resources, or his/her designee, within five (5) calendar days after service of the Notice.

23.3.3 A statement informing the employee that failure to timely confirm and/or failure to appear at the Administrative Review meeting will result in his/her waiver of the right to an Administrative Review.

23.4 Pre Disciplinary Administrative Review

23.4.1 The Administrative Review shall be conducted by the Director of Human Resources or his/her designee who shall be an administrator with authority to approve, modify, or rescind the intended disciplinary action. The employee, who may be represented by anyone of his/her choice at his/her expense, shall be responsible for notifying his/her representative of the date and time of the Administrative Review.

23.4.2 At the Administrative Review the employee shall be given an opportunity to provide any information, orally and/or in writing, which he/she desires the administration to consider before deciding whether to proceed with the intended disciplinary action. The employee and the Director of Human Resources, or his/her designee, may also discuss informal resolution of the intended disciplinary action. If an informal resolution is reached, it shall be put in writing and signed by the Director of Human Resources or his/her designee, and signed by the employee to confirm his/her agreement to the terms and conditions of the informal resolution.

23.4.3 After the Administrative Review or waiver of the right of an Administrative Review, the Director of Human Resources, or his/her designee, shall determine whether to approve or modify the intended disciplinary action and notify the employee. If the decision is to rescind the charges, the Director of Human Resources, or his/her designee, shall serve on the employee a Notice of Rescission.

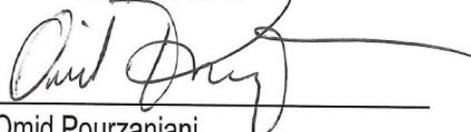
23.5 Formal discipline may be appealed consistent with the provisions of Article XIII – Dispute Settlement.

ARTICLE XXIV

TERM

24.1 This Agreement shall become effective on July 1, 2019 and shall continue in effect to and including June 30, 2022, unless amended in writing and by ratification by both parties hereto.

FOR THE DISTRICT:



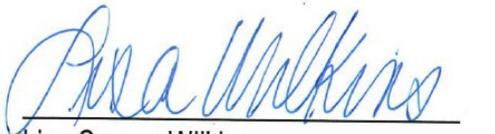
Omid Pourzanjani
Superintendent/President



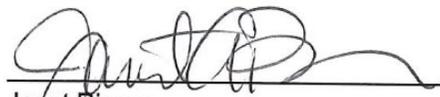
DeAnna Solina
VP of Human Resources & Risk
Management and Chief Negotiator



Robert DiPiero
Police Chief



Lisa Cooper Wilkins
Assistant Superintendent/ Vice President
of Student Services



Janet Rivera
President of the Board of Trustees

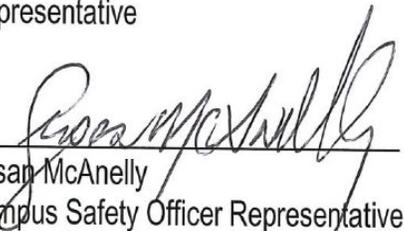
FOR THE ASSOCIATION:



Peter Longero
President and Chief Negotiator



Mary Morehead
Vice President and Dispatcher
Representative



Susan McAnelly
Campus Safety Officer Representative

APPENDIX A
SALARY SCHEDULE
July 1, 2019 – June 30, 2020

POLICE OFFICER SALARIES

Range Increase

Range	Classification	A	B	C	D	E
1	Police Officer	\$6,635	\$6,967	\$7,315	\$7,680	\$8,065

CAMPUS SAFETY OFFICER SALARIES

Range Increase

Range	Classification	A	B	C	D	E
11	CSO I	\$2,953	\$3,100	\$3,256	\$3,419	\$3,589
12	CSO II	\$4,190	\$4,400	\$4,619	\$4,850	\$5,092

DISPATCHER SALARIES

Range Increase

Range	Classification	A	B	C	D	E
1	Dispatcher I	\$5,211	\$5,470	\$5,745	\$6,033	\$6,334
2	Dispatcher II	\$5,602	\$5,882	\$6,176	\$6,485	\$6,809

DISPATCHER – PERMANENT INTERMITTENT

Range Increase

Range	Classification	A	B	C	D	E
22	Dispatcher I - PIE	\$29.95	\$31.43	\$33.02	\$34.67	\$36.40

CAMPUS SAFETY OFFICER – PERMANENT INTERMITTENT

Range Increase

Range	Classification	A	B	C	D	E
11	CSO I - PIE	\$16.97	\$17.82	\$18.71	\$19.65	\$20.63

APPENDIX A
SALARY SCHEDULE
July 1, 2020 – June 30, 2021

POLICE OFFICER SALARIES

Range Increase

Range	Classification	A	B	C	D	E
1	Police Officer	\$6,834	\$7,176	\$7,534	\$7,911	\$8,307

CAMPUS SAFETY OFFICER SALARIES

Range Increase

Range	Classification	A	B	C	D	E
11	CSO I	\$3,042	\$3,193	\$3,353	\$3,521	\$3,697
12	CSO II	\$4,315	\$4,532	\$4,758	\$4,995	\$5,245

DISPATCHER SALARIES

Range Increase

Range	Classification	A	B	C	D	E
1	Dispatcher I	\$5,367	\$5,634	\$5,917	\$6,214	\$6,524
2	Dispatcher II	\$5,770	\$6,058	\$6,362	\$6,680	\$7,014

DISPATCHER – PERMANENT INTERMITTENT

Range Increase

Range	Classification	A	B	C	D	E
22	Dispatcher I - PIE	\$30.85	\$32.38	\$34.01	\$35.71	\$37.49

CAMPUS SAFETY OFFICER – PERMANENT INTERMITTENT

Range Increase

Range	Classification	A	B	C	D	E
11	CSO I - PIE	\$17.48	\$18.35	\$19.27	\$20.24	\$21.25

APPENDIX B
TRAVEL AND MILEAGE

A. TRAVEL REQUEST

1. Travel requests are required for all travel other than in-District mileage reimbursement.

2. Travel requests shall be submitted and processed consistent with Board Policy 6755 and Administrative Procedure 6755.

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.