

COLLECTIVE BARGAINING

# AGREEMENT

between

**Peace Officers Association**

and

**West Valley-Mission  
Community College District**



**July 1, 2014 – June 30, 2017**  
*(Revised July 20, 2016)*

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**ARTICLE 1**

**PREAMBLE**

1.0 This Agreement, entered into pursuant to Chapter 10.7, section 3540 - 3549 of Division 4, Title 1 of the Government Code constitutes a bilateral and binding agreement between the Board of Trustees of West Valley-Mission Community College District, hereinafter referred to as "District" and the West Valley-Mission College Police Officers Association, hereinafter referred to as "Association" or "POA."

1.1 The District hereby confirms its recognition of the Association, as the exclusive representative for the unit of Classified members recognized by the West Valley-Mission Community College District per a Resolution adopted by the Governing Board on April 19, 2007. The bargaining unit positions listed below shall be referred to as "positions," and shall consist of the following:

All Sworn Line Police Officers

1.2 The police officers will be referred to within the agreement as "members." (All others titles such as members, unit members, officer, and bargaining unit members will be changed to "members.")

## ARTICLE 2

### SAVINGS PROVISIONS

- 2.0 If any provisions of this Agreement are held to be contrary to law by the final decision of a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

### ARTICLE 3

#### COMPLETION TO MEET AND NEGOTIATION

- 3.0 During the term of this Agreement, the parties expressly waive and relinquish the right to meet and negotiate and agree that neither shall be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been with the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.
- 3.1 The terms and conditions of this agreement may not be altered, changed, added to, deleted from, or modified except through the voluntary mutual consent of the District and the Association in the written amendment.

## ARTICLE 4

### MAINTENANCE OF STANDARDS

4.0 The employer agrees that all conditions of employment relating to wages, hours of work and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this agreement and conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

#### 4.1 SAFETY

The District will provide equipment and working conditions which do not place the members at undue risk. This shall include, but is not limited to, safe operating patrol vehicles, protective vests, firearms, ammunition, and POST required training. An officer's protective vest shall be replaced according to the manufacturer's recommended replacement time or at an earlier time if the Chief of Police or designee approves earlier replacement due to excessive wear or damage.

4.2 Provides that the District recognize and reference section 3300 et al, of the Government Code (Peace Officers Bill of Rights) and adopt provisions of the Public Safety Procedural Bill of Rights as part of the written agreement.

**ARTICLE 5**

**CONCERTED ACTIVITIES**

- 5.0 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort to encourage all members of the bargaining unit to do so. It is agreed and understood that there will be no strike, work stoppage, slow down or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Police Officers Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 5.1 It is agreed and understood that any member of the bargaining unit violating this Article may be subject to dismissal proceedings.
- 5.2 During the term of this Agreement, the District agrees not to lock out members of the bargaining unit.

## ARTICLE 6

### DISTRICT RIGHTS AND RESPONSIBILITIES

6.0 The Association recognizes and agrees that the District, on its own behalf and on behalf of the electors of the District, retains and reserves unto itself, limited only by articles of this agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it, expression implied, by the laws and the Constitution of the State of California and of the United States.

The Association recognizes and agrees that the exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

The Association recognizes and agrees that the District's powers, rights, authority, duties and responsibilities include, but without limiting the generality of the foregoing, the exclusive right to manage, plan, organize, staff, direct and control; to determine levels of service; to establish standards; to determine solely the extent and use of the facilities of any department, the right to introduce new, or improved methods and facilities; and, to otherwise take any action desired to run the entire operation efficiently, except as modified by this Agreement.

The District retains the right to evaluate, hire, reclassify, promote, terminate, and discipline bargaining unit members, to take action on any matter in the event of an emergency, as defined by Government Code Section 8558.



**ARTICLE 7****ASSOCIATION RIGHTS****7.0 ACCESS**

The Association shall have the right of access on District property to bargaining unit members outside of their assigned duties; i.e. before and after work hours, at meal and break periods; and at other times, as long as the supervisor determines there is no interference with normal duties.

**7.1 LISTS**

The Association shall furnish to the Associate Vice Chancellor, Human Resources annually on July 1, and update as required, a list of all officials and representatives authorized to act on the Association's behalf. The list shall show name, title, campus location and campus phone contact.

**7.2 USE OF FACILITIES**

The Association shall have the right to request that District equipment be used for producing Association materials, applicable to West Valley-Mission Community College District member's only, provided that the Association pays for the supplies used in production. A reasonable fee for these supplies shall be established by the District Administration. District requirements shall, at all times, have priority over those of the Association. The Association shall also have the right to use District facilities when said use does not conflict with District use of such facilities. Any damage caused to such facilities or equipment shall be borne by the Association. Said facilities shall be reserved in advance by the Association.

**7.3 MAIL BOXES, BULLETIN BOARDS**

The Association may use District and campus mail boxes and those bulletin boards designated for its use in appropriate places. All items to be posted or distributed shall be officially authorized by the Association President and shall bear the date of posting or distribution and, if posted, shall be removed within fifteen (15) calendar days. A copy of such posting or distributions must be delivered to the Associate Vice Chancellor, Human Resources on the same day as posting or distribution.

If there is a display or information to be distributed that the District feels is not in the best interest of the District, the Association representative and Associate Vice Chancellor, Human Resources shall meet and mutually agree upon appropriate action.

**7.4 RELEASE TIME**

- 7.4.1 Grievances: Release time shall be granted as specified in Article 18 for the purpose of processing grievances.
- 7.4.2 Disciplinary Action: Release time shall be granted for one member (in addition to the involved member for whom discipline might occur) regarding matters of the disciplinary action to include Skelly meeting.
- 7.4.3 Negotiations Preparation: Association release time for up to a maximum of ten (10) hours per year may be granted to Association representatives for negotiations preparation depending on the staffing needs of the Department
- 7.4.4 Negotiations: A maximum of three (3) Association members, designated by the Association, shall be granted compensatory time for one half of the hours used for negotiations on a one-hour for one-hour basis. If meetings are held during duty hours, member shall be granted released time.
- 7.4.5 Other Release Time: Association release time for up to a maximum of thirty (30) hours per year shall be granted to Association representatives for activities described in California Government Code section 3505.3 (1) - (3).

**ARTICLE 8****LEAVES OF ABSENCE****8.0 SOLE BENEFITS**

The benefits which are expressly provided in this Article are the sole benefits which are part of this Collective Bargaining Agreement.

**8.1 NOTIFICATION**

8.1.1 A member must contact his/her immediate supervisor or designee as soon as the need to be absent is known, if possible, more than forty-five (45) minutes prior to the start of the work day. Failure to provide adequate notice may be grounds for denial of leave and/or other disciplinary action. The notification described herein shall include an estimate of the expected duration of the absence.

8.1.2 A member becoming aware of the need for absence due to surgery, or other predictable or priority scheduled cause shall submit a statement from his/her attending physician to the Human Resources Department as far in advance of the initial disability date as possible. The physician's statement shall include the beginning date of disability, the cause of the disability and the anticipated date of the member's return to active service.

**8.2 ILLNESS OR INJURY LEAVE (SICK LEAVE)**

Illness or injury leave (sick leave) shall be for physical and mental disability absences which are medically necessary and caused by illness, injury, pregnancy disability or quarantine. Illness or injury leave shall not be for cosmetic surgery or treatment that is not related to a previous injury.

Unused sick leave shall accrue from year to year.

**8.2.1 Eligibility**

8.2.1.1 A member of the bargaining unit employed for the work week as defined in Article 14, Section 14.1 for a fiscal year of service shall be entitled to twelve (12) days leave of absence for illness or injury without loss of compensation. The illness or injury entitlement for the year shall be credited at the beginning of the school year.

8.2.1.2 A member of the bargaining unit employed for the work week as defined in Article 14, Section 14.1 but who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months they are employed bears to twelve.

- 8.2.1.3 A member of the bargaining unit employed for less than the work week as defined in Article 14, Section 14.1 for a fiscal year of service shall be entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of days they are employed per week on a pro rata basis. When employed for less than a full fiscal year of service, this and the preceding paragraph shall determine the proportion of leave of absence for illness or injury to which said member is entitled.
- 8.2.1.4 New members: New members become eligible for the same number of days as there are number of months left in the assignment year of full-salary sick leave on the effective date of their appointment, but at least one (1) day of actual duty must be served before a member is eligible for sick leave. New members shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she may be entitled, until the first (1<sup>st</sup>) day of the calendar month after completion of six (6) months of active service.
- 8.2.2 Members who take time off during the workday for medical or dental appointments shall utilize sick leave, vacation, compensatory time off (CTO), or other accrued paid time for this purpose.
- 8.2.3 Paid sick leave shall be granted and docked in increments of hours.
- 8.2.4 The District may require a verification of the nature and severity of the illness or injury through a physical examination of the member by a physician appointed by the District. If the physician's report concludes that the absence is not due to personal illness or injury, or that the illness is not sufficiently severe to warrant continued absence, then the Associate Vice Chancellor, Human Resources, after notice to the member, may deny the continuance of the leave.
- If a dispute arises regarding a member's physical/mental condition, a neutral mutually agreed upon third (3<sup>rd</sup>) doctor shall render an opinion at the District's cost, which shall be determinative of the issue.
- 8.2.5 A member may use in any calendar year accrued sick leave, in an amount not more than the amount earned during six (6) months employment, to attend to the illness of a member's child, parent, spouse, or domestic partner or domestic partner's child, in accordance with Labor Code 233.
- 8.2.6 **Return to Service**
- Immediately upon return to active service, the member shall complete and submit the District Member Absence Report to the District Chief of Police or designee.
- 8.2.6.1 Upon the request by the District, the member may be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work. If requested by the District, the member shall not return to work until the member submits a medical doctor's authorization to return to work. Verification by a medical doctor will be required by the District for any absences of more than three (3) days for which sick leave is claimed.

8.2.6.2 A member who has experienced a disability absence requiring surgery, hospitalization, or extended medical treatment shall be required, prior to return to active service, to submit a medical statement on the District form indicating his/her ability to return to his/her present position without restrictions or detriment to the member's physical and/or emotional well-being. The District management may require that such verification be made by a physician appointed by the District.

8.2.6.3 If the member indicates that he/she will be absent for more than one (1) day, that member shall not be permitted to return to service and shall be charged with one (1) additional day of illness or injury leave if the member fails to notify the District of the intent to return to service prior to the close of the preceding duty day.

### 8.2.7 **Compensation**

Pay for any days of such absence shall be the same as the pay which would have been received had the member served during the day. Credit for leave of absence need not be accrued prior to taking such leave of absence and such leave of absence may be taken at any time during the year, providing the member has completed six (6) months of active service.

8.2.7.1 A member of the bargaining unit who resigns or otherwise leaves the employ of the District who has used all paid illness or injury leave and has taken additional unearned leave shall have the amount of compensation received for illness or injury leave taken but unearned deducted by the District from the member's last warrant.

## 8.3 **INDUSTRIAL ACCIDENT AND ILLNESS LEAVE**

8.3.1 All members of the bargaining unit who have served continuously with the District for a period of one (1) year shall be entitled to said leave when the illness or accident has qualified for Workers' Compensation benefits.

8.3.2 Allowable leave shall be sixty (60) working days in any one (1) fiscal year for the same accident. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the member 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.

8.3.2.1 Allowable leave shall not be accumulated from year to year.

8.3.3 Industrial accident or illness leave shall commence on the first day of absence.

8.3.4 The industrial accident or illness leave of absence is to be used in lieu of the leave provided for in Section 8.1 of this Article.

8.3.5 Industrial accident leave shall be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.

- 8.3.6 In most cases, Workers' Compensation benefits will not equal the member's full salary; to insure payment of full salary during this leave, the balance shall be made up by industrial accident and illness leave. Workers' Compensation benefits are paid directly to the member. The District then deducts the amount of the compensation payments made to the member from the gross pay of the next payroll warrant.
- 8.3.7 Payment for wages lost on any day shall not, when added to an award granted the member under the Workers' Compensation laws of this state, exceed the normal wages for the day.
- 8.3.8 Upon termination of the industrial accident or illness leave, the member shall be first entitled to the leave provided for in Section 8.1 of this Article, if any; and, for the purpose of Section 8.2, the member's absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave. A bargaining unit member shall be entitled to use only so much of his/her accumulated or available sick leave, accumulated compensatory time, vacation or other available leave, which when added to the Workers' Compensation award provide for a full day's wage or salary.
- 8.3.9 Any member receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California unless the District authorizes travel outside the state.
- 8.3.10 The District reserves the right to secure proof of industrial accident or illness from any member of the bargaining unit. Before salary payments shall be made to a member absent because of industrial accident or illness, a report of such accident or illness, on the form prescribed by the District, must be on file in the Human Resources Department and the injury or illness must have qualified for Worker's Compensation benefits. The District will comply with applicable law(s) requiring privacy of medical records.
- 8.3.11 The District has the right to designate physicians and emergency clinics who will be responsible for determining the length of time during which the member will be temporarily unable to perform assigned duties, for determining the degree to which a disability is attributable to the industrial injury or illness involved and for providing the treatment as required. However, after thirty (30) days from the first day of injury or illness, the member may utilize the service of his/her own physician upon notification to the District.

#### 8.4 **EXTENDED ILLNESS AND INJURY BENEFITS**

When a member of the bargaining unit is absent from his/her duties because of illness or injury for a period of five (5) calendar months or less, whether or not the absence arises out of or in the course of the employment of the member, the amount deducted from the salary due the member for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute to fill the member's position during the member's absence. Entitlement to such leave provisions under this Section, if any, shall be used after entitlement to all regular sick leave and/or other available paid leave has been exhausted.

This leave shall not be accumulated year to year; and, when any leave will overlap a fiscal year, the member shall be entitled to only that amount remaining at the end of the fiscal year in which the illness or injury occurred. The immediate supervisor shall immediately notify the Human Resources Department of any member using extended illness and complete the member's absence reports on a regular basis as designated by the Human Resources staff member until the member returns to duty. The immediate supervisor will provide a copy to the member. A return to duty requires a medical release.

## 8.5 HEALTH LEAVE

Long-term, unpaid health leave may be granted by the Board of Trustees for periods up to one school year.

- 8.5.1 A health leave may be granted to members who are bargaining unit members and who document their request with medical support.
- 8.5.2 Members may utilize other available leave options, sick leave, vacation, and comp time, before requesting health leave, or may request health leave without utilizing other available leave options.
- 8.5.3 Members returning to work from health leave shall provide thirty (30) days notice of their intent to return to work to the Associate Vice Chancellor, Human Resources and shall submit medical affirmation of their ability to return to work. Returning members shall be placed in their previous positions.
- 8.5.4 The District shall continue to pay the appropriate District contribution to permit the member to continue available District-provided insurance coverage as though the member were in a paid status.

## 8.6 PREGNANCY LEAVE

Members are entitled to use sick leave, as set forth in Section 8.1 of this Article, for that period of time verified by the attending physician that the member is unable to continue to perform assigned duties because of temporary disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery there from on the same terms and conditions governing leaves of absence for other illness or medical disability.

- 8.6.1 Any member of the bargaining unit who is pregnant shall submit a written statement to Human Resources no later than thirty (30) days before the expected date of delivery, together with a written statement from the attending physician. The physician's statement and member's statement shall be on the forms prescribed by the District.
- 8.6.2 The District may require a verification of the extent of disability through a physical examination of the member by a physician appointed by the District.
- 8.6.3 Sick leave benefits in connection with the pregnancy shall terminate when the member's physician verifies that the member is physically able to return to work.

8.6.4 Such leave shall not be used for child care, child rearing or preparation for child bearing, but shall be limited to those temporary disabilities as set forth above.

#### 8.7 **PARENTING LEAVE**

A leave with one hundred percent (100%) of the District required fringe benefit payments may be granted for a maximum of six (6) months for a parenting leave when in an unpaid leave status. A parenting leave may be extended per 8.10, (other leaves.) The District shall comply with the Federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Parenting Leave available under the California Family Rights Act (CFRA) may be taken for a maximum of twelve (12) weeks following pregnancy disability leave. Such leave may also be taken on an intermittent basis in minimum increments of two (2) weeks for a total of twelve (12) weeks of leave within one (1) year of the birth, adoption or foster care placement of a child. Leave available under CFRA and the federal FMLA shall run concurrent with the six (6) month leave under this paragraph. District-paid payments refer to those premiums normally paid by the District. Any portion normally paid by the member is the responsibility of the member.

8.7.1 Parenting leave shall be granted when the following conditions have been met:

8.7.1.1 The member shall notify her immediate supervisor in writing accompanied by her physician's certificate of pregnancy as soon as possible after pregnancy has definitely been determined, but not later than ninety (90) days prior to the tentative date on which the leave is to begin. Such notice shall include the tentative dates on which the leave shall begin and end.

8.7.1.2 Within thirty (30) days of the beginning of the parenting leave, the member shall submit to the Associate Vice Chancellor, Human Resources the specific date she intends to begin the leave, accompanied by her physician's written statement attesting to the member's ability to continue performing the full schedule of her duties and responsibilities. She shall continue on active duty until the specific date provided she does perform the full duties and responsibilities of her position and furnish additional health statements from her physician upon reasonable request.

8.7.1.3 Prior to the establishment of a specific date for return to duty, the member shall submit to the Associate Vice Chancellor, Human Resources a notice of intention to return to duty, accompanied by her physician's statement certifying that the member is medically qualified to assume full-time duties and responsibilities.

8.7.1.4 The Associate Vice Chancellor, Human Resources may designate the specific beginning and ending dates to meet the needs of the member and the District.

#### 8.8 **PERSONAL NECESSITY LEAVE**

A member may elect to use accumulated sick leave, not to exceed six (6) days in any fiscal year, for personal necessity leave, in accordance with Education Code 88191 & 88207(c).



- 8.8.1 The following are the approved matters/situations of personal necessity:
- 8.8.1.1 The death of a member of the immediate family when additional leave is required beyond that provided in the Bereavement Leave Article and any other leave approved by the Associate Vice Chancellor, Human Resources or his/her designee.
  - 8.8.1.2 Accident involving his/her person or property or the person or property of a member of his/her immediate family.
  - 8.8.1.3 Documented appearance in any court or before any administrative tribunal as a litigant.
  - 8.8.1.4 Illness or injury requiring hospitalization, transportation or personal care by the member of a member of his/her immediate family.
  - 8.8.1.5 Religious holidays (maximum of two (2) days).

8.8.2 For the purposes of this Section, members of the immediate family mean the mother, mother-in-law, father, father-in-law, grandmother, grandfather, or grandchild of the member or of the spouse of the member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the member, brother-in-law or sister-in-law, stepfather, stepmother, stepchild and/or guardian or any relative living in the immediate household of the member.

8.8.3 Certification of personal necessity leave shall be made on the absence form provided by the District and signed by the member and approved by the District Chief of Police.

## 8.9 **BEREAVEMENT LEAVE**

A member of the bargaining unit shall be entitled to bereavement leave due to a death of a member's immediate family as defined in Section 8.9.2.

8.9.1 For the death of a spouse, domestic partner, or child, six (6) days of leave shall be granted. All other leaves of absence shall not exceed three (3) days, or five (5) days if out-of-state travel or if one way travel in excess of four hundred (400) miles is required.

8.9.2 For the purposes of Section 8.9, members of the immediate family mean the mother, mother-in-law, father, father-in-law, grandmother, grandfather, or grandchild of the member or of the spouse of the member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the member, brother-in-law or sister-in-law, stepfather, stepmother, stepchild and/or guardian or any relative living in the immediate household of the member.

## 8.10 **OTHER LEAVES**

Members of the bargaining unit who have attained permanent status may request a personal leave without pay for periods in excess of five (5) days. The request shall be

made in writing on the form prescribed by the District. The leave must be processed through the member's immediate supervisor and approved by the Associate Vice Chancellor, Human Resources. The requests shall specify the time of the leave and the reason for the request.

- 8.10.1 The parties recognize and acknowledge that the Board of Trustees has sole, exclusive and discretionary rights to grant such other Leaves of Absence, e.g., educational leave, paid or unpaid, or extension of parenting leave, as the Trustees see fit and proper on condition that such leaves shall not individually exceed any one (1) school year in duration, and that all continuous leaves granted to any individual worker under any authority of this Article shall not, collectively, exceed two (2) school years' continuous education.

#### 8.11 **JURY DUTY**

Members of the bargaining unit shall be granted leave for called jury duty. The member shall present an official court summons for jury duty to the District Chief of Police or designee immediately upon receipt of such notice from the court. The District Chief of Police may request that the member discuss jury duty options.

- 8.11.1 It is the responsibility of the member to report to work whenever the member is not required to attend jury duty.
- 8.11.2 The member shall not volunteer for additional jury duty beyond the normal legal requirement, and the leave of absence provided for in this section shall not be available for such jury duty.
- 8.11.3 The pay for any days of jury duty shall be the same as the pay which would have been received had the member been on duty in the District during the day.

#### 8.12 **PERSONAL LEAVE**

- 8.12.1 Members of the bargaining unit may be granted personal emergency leave without pay, at the sole discretion of the Chancellor or designee not to exceed three (3) days during any one (1) school year. All such leaves must have prior approval by the Associate Vice Chancellor, Human Resources; otherwise, the leave shall be considered as unauthorized and the member is subject to dismissal.
- 8.12.2 Where personal emergency leave exceeds three (3) days, a written request shall be presented to the Board of Trustees for consideration. Gainful employment during the leave shall void the leave. Personal emergency leave shall not be granted for purpose of: work stoppage, work slowdown or strike; any concerted activity that interferes with the efficient operation of the District; personal convenience or routine, personal activities; or vacation, holiday, recreation or social activities except in cases where there are extenuating circumstances as determined solely by the Chancellor or designee.

8.12.3 Under all circumstances, a member shall verify in writing that the personal responsibility for which the leave is requested cannot reasonably be fulfilled during hours when the member is not assigned to work, and that the personal responsibility of the member for which the leave is requested is greater than the member's responsibility to his/her position.

8.13 Any member shall be granted all rights to military leave as provided for in existing statutes.

8.14 Issues arising out of the exercise by the District and administration of its responsibilities under this Article, including the facts underlying its exercise of such discretions, shall not be subject to the Grievance Procedure as set forth in Article 18.

8.15 **CATASTROPHIC LEAVE**

Officers have the option to donate accrued sick leave in accordance with District policy and procedures to be used by another member who has, due to a "catastrophic" illness or injury, exhausted all paid leave.

8.16 **SCHOOL AGE PARENT LEAVE**

A member who is a parent, guardian or grandparent of one or more children in grades Kindergarten to twelfth (12<sup>th</sup>) grade, or attending a licensed day care facility may take leave for up to eight (8), ten (10) or twelve (12) hours a month, respectively, based on his/her current work shift, not to exceed forty (40) hours a fiscal year to participate in activities of the school (for example, a field trip or a holiday program or concert). The member may use accrued vacation, personal necessity leave, the floating holiday, or compensatory time. If the member has no paid leave, the leave shall be unpaid.

Reference: Labor Code 230.7 & 230.8

8.17 **FAMILY MEDICAL LEAVE**

8.17.1 Unpaid family medical leave may be taken to care for a son, daughter, spouse or parent (not parent-in-law) who has a serious health condition as defined by California Government Code Section 12945.2(c) (8).

8.17.2 A member must meet the law's eligibility requirements which include that the member must have been employed for at least twelve (12) months preceding the date of request to start the leave and must have worked at least 1,250 hours in those twelve (12) months.

8.17.3 Eligible members are entitled to take up to a total of twelve (12) workweeks of leave during the twelve (12) months beginning with the first (1<sup>st</sup>) day of leave. Leave may be taken intermittently, provided the member submits certification from his/her health care provider which certifies that the intermittent leave is necessary for, or will assist in care of the family member. The certification for the family member must provide the date on which the serious health condition began, the probable duration of the condition, an

estimate of amount of time which the health care provider believes the member needs to care for the family member, and a statement that the serious health condition warrants the member's participation to provide care during the family member's treatment.

Member using leave on an intermittent basis must try to schedule the leave to minimize disruption to normal operations.

- 8.17.4 Member may take the leave provided in this section by using either available paid leaves, using unpaid leave, or a combination of both, up to twelve (12) weeks in total. Eligible member may use accrued sick leave, vacation, personal necessity days, or compensatory time off before unpaid leave is taken.
- 8.17.5 During the twelve (12) weeks of leave, the District will maintain the member's group health insurance coverage at the same level and under the same conditions as before the leave began.
- 8.17.6 Member must provide written notice to the Chief of Police and the Associate Vice Chancellor, Human Resources or designees at least thirty (30) days prior to taking family care leave, or if thirty (30) days notice is not possible due to circumstances beyond the member's control, must provide notice as soon as practicable.

8.18 **STATE DISABILITY INSURANCE (SDI)**

Sick leave is coordinated with State Disability Insurance for eligible members. This benefit is paid for by the members.

**ARTICLE 9****HOLIDAYS**

9.0 A member of the bargaining unit is entitled to the following paid holidays provided that the member is in a paid status during any portion of the work day immediately preceding and following the holiday:

Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Day before Christmas  
Christmas Day  
Days between Christmas and New Year's Day  
New Year's Day  
Martin Luther King Day  
Lincoln's Birthday  
Washington's Birthday  
Cesar Chavez Day  
Memorial Day  
One (1) Floating Holiday

9.1 In lieu of the special compensation pay (as defined in pre-existing language for Article 9.1 in the July 1, 2012-June 30, 2014 Collective Bargaining Agreement) that is paid out to members each June 30, members will receive an additional 3.8% increase to the salary schedule. This provision is deemed effective October 1, 2014.

9.2 Unit members shall be entitled to District observed holidays with pay. If the holiday falls during his/her normal workweek and during his/her assigned work calendar day, holiday pay shall be equivalent to the number of hours usually worked per day. If a unit member is required by his/her supervisor to work on a holiday, he/she shall receive his/her rate of pay and, in addition, one and one-half (1½) times his/her regular rate of pay for working on a holiday. If a unit member does work and is paid overtime for working on a holiday, he/she shall not receive an additional day off.

If the holiday falls on the unit member's regularly scheduled day off, and if the unit member is not scheduled or assigned to work, the unit member shall be compensated at ten (10) hours of straight pay. This provision is deemed effective October 1, 2014.

9.3 Unit members shall be granted, as holidays, each day appointed by the President, or the Governor of the State as provided in Education Code Section 79020, Sub Section (b) and (c) for a public fast, thanksgiving or holiday, or any declared holiday under Section 79022 of the California Education Code for Classified employees.

- 9.4        Should a District-observed holiday occur while a unit member is absent from work because of paid sick leave, vacation, or other paid leave of absence, the holiday shall be considered as time worked and shall not be deducted from the unit member's other paid leave of absence.

**ARTICLE 10**

**VACATIONS**

10.0 Bargaining unit members shall earn paid vacation benefits, which shall be prorated in accordance with the member’s individual work assignment, in accordance with the following accrual schedule:

Years of Service	Hours Per Year
1 - 4	80
5 - 6	120
7 - 8	128
9 - 10	136
11	144
12 or more	160

10.1 Probationary members must have completed at least six (6) of twelve (12) months of probationary service before vacation leave may be taken.

10.2 No member shall accrue more than two (2) years’ vacation benefit, based upon each member’s eligibility. Members shall be credited with vacation days at the commencement of each fiscal year only if the member has less than two (2) years’ vacation accrued. The member with less than two (2) years’ accrued vacation will be credited with only the number of days to equal the maximum number of days that may be accrued. Further credit of vacation days shall be made as the member uses vacation days, but in no case will exceed the maximum number of days that may be accrued.

10.3 Members must be in a paid status for at least half of the month to earn vacation credit for that month. Members working less than 100% will accrue vacation prorated upon the percentage of their assignment.

10.4 Members of the bargaining unit employed less than twelve (12) months shall utilize vacation days between the beginning and ending dates of their period of employment.

10.5 **VACATION AND TIME-OFF REQUESTS**

Vacation and time off schedules and times shall be developed with the approval of the District Chief of Police or designee. Although the desires and concerns of members shall be considered and accommodated when possible, final scheduling of vacations and time off shall be in accordance with the operational needs and requirements of the District and the District Police Department.

10.5.1 Changes in scheduled vacations may be submitted to the District Police Chief or designee; however, actual changes shall be entirely dependent upon operational needs, desires and priorities of the District and the District Police Department.

- 10.5.2 The District Chief of Police or designee may establish specific dates when vacations cannot be taken. These dates will be announced in a timely manner so officers can make alternative plans.
- 10.5.3 Vacation can be requested no sooner than three (3) months prior to planned use of vacation. If there are unusual circumstances that require advanced permission beyond the three (3) months, the member shall submit a written explanation along with the request for leave. Once the request has been made, the Department shall respond within two (2) calendar weeks.
- 10.5.4 Requests for vacation and approval thereof are only official when requested and approved on the District Police Department vacation schedule or via email. A verbal request and/or approval are not official.
- 10.5.5 A member may email a shift change wish list to the Lieutenant by November 15 for the January shift change rotation and April 15 for the July shift change rotation of each year. The District is not required to remind a member to do so. The District will not accept late wish lists. The District Chief of Police or Lieutenant will email and post the shift change on or around December 15 and May 15, respectively.
- 10.5.6 The "Time-Off Requests" that have been received in writing by the Lieutenant at least five (5) days before emailing the bi-weekly schedule will be summarized and emailed with the work schedule. The summary will show the time-off requests that were received by the Lieutenant at least five (5) days before emailing the bi-weekly schedule and the status of each request.
- 10.5.7 Officers are encouraged to request other officers cover the shifts they are requesting off and to identify in the written time off request other officers who are willing to work any additional shifts that are required to be covered to grant the time off request. Officers are also encouraged to notify the Lieutenant if they wish to work any additional shifts when they see a time off request posted.
- 10.5.8 All vacation requests must be expressly approved by the District Chief of Police or Lieutenant.
- 10.5.9 All officers being approved for time off are contingent on District needs, Department needs, and staffing needs. If an injury, illness or emergency situation comes up requiring an officer to return to work, the officer who requested time off last will mandatorily be the first called back to work. That officer has the option to try to fill the position if another officer is available, but the responsibility will fall on that officer to find a replacement.
- 10.6 **INTERRUPTION OF VACATION TO BEGIN ANOTHER TYPE OF PAID LEAVE**
- All permanent bargaining unit members may interrupt their vacation or terminate their vacation to begin another type of paid leave without a return to active service provided the following provisions are met (Education Code 88200):



- 10.6.1 The member shall give his/her immediate supervisor adequate notice that a break in vacation leave is necessary.
- 10.6.2 The member shall be required to sign on the prescribed form a statement giving the reasons that an interruption or termination of vacation leave is necessary. In the event of illness or injury while on vacation leave, a doctor's signature and statement as to the type of illness or injury shall be presented as evidence to the Human Resources Department.
- 10.6.3 Such interruption or termination of vacation leave shall be subject to approval by the Associate Vice Chancellor, Human Resources. The Associate Vice Chancellor or designee shall verify the authenticity of the request of interruption or termination of vacation for another type of paid leave. The verification process will comply with applicable legal requirements.

**ARTICLE 11**

**PERSONNEL FILES**

- 11.0 All rules and procedures pertaining to members' personnel files and the confidentiality thereof shall be in compliance with applicable Government Code and Penal Code sections including but not limited to Government Code sections 3305, 3306, and 3306.5 and Penal Code sections 832.5, 832.7 and 832.8.

## ARTICLE 12

### SALARY AND COMPENSATION

Effective the first pay period following approval of the agreement, the new classifications proposed by the District and agreed to by the association will replace all previous classifications and placement on the salary schedule will reflect the findings and recommendations of the Classification and Compensation Study.

Effective the first pay period following approval of the agreement, the salary schedule will be increased by 5.0%.

12.0 Bargaining unit members shall be paid in accordance with the Bargaining Unit Salary Schedule which appears as Appendix "A" to this Agreement, and is incorporated herein by reference.

#### 12.0.1 **Retirement Plan and Employee Contributions to Plan Costs**

The District's administration of the Pension Retirement Plan for members of the bargaining unit shall conform and be subject to California Public Employees Retirement System (PERS) requirements and the California Public Employees' Pension Reform Act of 2013 ("PEPRA").

#### **Safety Plan Members**

All bargaining unit members in the District's PERS local safety member retirement plan hired prior to January 1, 2013, and those hired by the District on or after that date who were members of PERS or another reciprocal public retirement system who were not separated from that system for six months or more, shall be considered "Classic Members" as defined by PEPRA and shall be covered by and participate in the 3% at 55 retirement formula and contribute the entire portion of the statutorily required employee contribution, equal to nine percent (9%) of compensation earnable. In addition, effective July 1, 2014, bargaining unit members covered by the 3% at 55 safety retirement formula shall contribute an additional three point eight percent (3.8%) of compensation earnable of the required employer contribution as cost sharing in accordance with Government Code section 20516.

All bargaining unit members in the District's local safety member retirement plan hired on or after January 1, 2013, who were not members of PERS or another reciprocal public retirement system prior to that date, or who are no longer eligible for a PERS classic plan or reciprocity with another public employee retirement plan due to a separation of six months or more, shall be considered "New Members" as defined by PEPRA and shall participate in the PERS 2.7% at 57 safety retirement formula and shall contribute the statutorily mandated employee contribution rate of one half of the District's PERS normal cost rate in accordance with Government Code 7522.30.

**12.1 INITIAL PLACEMENT ON THE SALARY SCHEDULE**

12.1.1 Initial salary placement of a new bargaining unit member shall be on Step A of the designated salary range. A higher step placement may be authorized by the Associate Vice Chancellor, Human Resources upon recommendation of the District Chief of Police at the time of appointment for a highly qualified individual, based on years of experience in rank, education, specialized training or certification, or other factors when it is considered to be in the best interest of the District.

**12.2 SERVICE INCREMENTS**

12.2.1 A member shall be granted a one-step salary increase on his/her anniversary date following the completion of each successive assignment year of service until Step E is reached. Such advancement on the salary schedule is based upon satisfactory performance and advancement may be withheld for one year pending attainment of a satisfactory evaluation.

12.2.2 The anniversary increment date is the first day of the month immediately following the month in which the bargaining unit member was employed.

12.2.3 Credit toward a service increment is not earned during a long-term unpaid leave of absence. Members are considered to be in paid status if they are receiving any remuneration from the District including sick or vacation accruals, compensatory time off, banked leave, substitute differential, or standby time regardless of whether the member is performing work for the benefit of the District.

**12.3 SPECIAL PAY/COMPENSATION SITUATIONS****12.3.1 Shift Differential**

The District shall pay an additional \$85 per month, prorated for part-time workers, to all workers regularly scheduled to work 50% or more of their weekly assigned work hours after 6:00 p.m. and an additional \$125 per month, prorated for part-time workers, to all workers regularly scheduled to work 50% or more of their weekly assigned work hours between midnight and 6 a.m.

**12.3.2 Callback**

A member called in to work or to court shall receive a minimum of three (3) hours pay for such callback.

**12.3.3 Standby Time**

A Police Officer authorized to be on standby will receive \$10.00 per hour, up to a maximum of eight (8) hours pay per twenty-four (24) hour period. Standby is defined as time when a member is required to be available to be called to work but is not actually working. Standby includes court appearance standby, a state of emergency or any other

time a member is ordered by the Chief of Police to be on standby. In no instance shall a member be placed on standby for more than twenty-four (24) hours per incident except in the case of a state of emergency as outlined in California Government Code 3100 and 8607.

#### 12.3.4 **POST Certificate Awards**

A Police Officer who possesses or who obtains an Intermediate POST Certificate Award will receive a stipend of \$35.00 per month. A Police Officer who possesses or who obtains an Advanced Post Certificate Award will receive an additional stipend of \$35.00 per month, for a total stipend of \$70.00 per month. Such stipends will be effective the first of the month following the presentation of the appropriate documentation. A copy of the certificate shall be provided to the Human Resources Department.

#### 12.3.5 **Bilingual Pay**

Each Police Officer requested to use his/her bilingual skills in the regular course of business shall receive a bilingual stipend of \$35.00 per month. Should the need for bilingual skills change within a specific work area, the stipend may be discontinued with thirty (30) days' notice. Bilingual is defined as the ability to conduct business in the language. At this time, it is anticipated that the need for bilingual skills is in English and Vietnamese, English and Spanish, English and Farsi or any other language deemed appropriate by the District.

#### 12.3.6 **Higher Level Duties**

If a Police Officer is temporarily assigned to perform higher level duties not reasonably consistent with those prescribed in his/her regular job class for four (4) or more work days within a fifteen (15) calendar day period, the Officer will receive an upward salary adjustment for the assignment period. The amount of adjustment shall be the same as would be provided by the regular promotional rules.

#### 12.4 **LONGEVITY BONUS**

Workers will receive a \$500 bonus after ten (10) years of service to the District in probationary/permanent status to be awarded on the subsequent July 1 and annually thereafter until fifteen (15) years have been achieved. Workers will receive a \$1,000 bonus after fifteen (15) years of service to the District in probationary/permanent status to be awarded on the subsequent July 1 and thereafter. The awards are non-accumulative.

#### 12.5 **SPECIAL ASSIGNMENT PAY FOR FIELD TRAINING OFFICER**

A member who is assigned to perform Field Training Officer (FTO) duties and who is actually performing FTO duties for a majority of the member's time in a particular workweek shall receive an FTO stipend of \$50 per week.

**12.6 COMPENSATION ERRORS**

When it is determined that an error has been made in the calculation for the POA worker's payroll, or in the payment of any POA salary, the District shall provide the worker with a statement of the correction and either a supplemental payment drawn against available funds or a notice of overpayment within five (5) days following such determination, and a notification to contact the Associate Vice Chancellor to establish a reasonable schedule in which the overpayment will be reimbursed to the District in order to minimize the financial hardship to the worker.

**12.7 OVERTIME FORMS**

The Department shall review and submit overtime forms provided by bargaining unit members to the District in a timely manner following receipt so that the overtime earned will be reflected on the check immediately following the pay period in which the overtime was earned. This section shall also apply to earned compensatory time.

**ARTICLE 13****HEALTH AND WELFARE BENEFITS**

13.0 Effective upon execution of this Agreement, the District and Union agree that Police Officers and their dependents shall be provided with health and welfare benefits as described below, and under the conditions stated below.

13.0.1 Effective the first pay period following approval of this agreement, the District's annual contribution towards the premium costs of health benefit plans inclusive of insurance coverage for medical, dental, vision and prescription provided to active unit members shall be limited annually to \$10,832 for single coverage, \$20,128 for 2-party coverage, and \$25,706 for 3 or more coverage. Employees shall pay any costs beyond the District's annual contribution for each of these coverages. The District will make available all medical plan options provided by CalPERS.

The District agrees to meet and confer annually with the POA to evaluate the current cost of the health and welfare benefit plans and work collaboratively toward solutions to reduce the overall cost of health and welfare benefits for the parties.

The District is committed to maintaining relative parity between various represented and non-represented employee groups regarding salary and benefit adjustments, and agrees to extend the option to the POA should the collective bargaining process yield a different salary or benefit adjustment for another represented group during the term of this agreement.

13.0.2 Officers shall be provided the opportunity to choose between the District-sponsored benefits plan options provided by CalPERS.

13.0.3 The District shall also extend benefits to the domestic partner of a unit member if the member and his/her partner meet the eligibility requirements as defined by the State of California as set forth in Family Code 297 and 299.2. In addition, the unit member and the domestic partner will be required to complete and sign the District's most current Affidavit of Domestic Partnership to be eligible to participate in the District's benefits program. Dependents of eligible domestic partners shall be included in the District benefits program. If the domestic partnership ceases, the unit member has an obligation to immediately notify the District of the termination of the relationship and to file with the District an "Affidavit of Termination of Domestic Partnership." In addition, the terminated domestic partnership must meet all applicable California and Family Codes. Unit members who fail to notify the District of the termination of the domestic partnership will be held personally responsible for the cost of the benefits premiums and claims for the former domestic partner from the effective date of termination. This District will follow current IRS regulations regarding Domestic Partnerships.

The intent of this section is to always be aligned with and in agreement with California State law. If, at any time, California State law changes, this section will change to comply with any and all changes.

### 13.1 **DISABILITY INSURANCE**

Long-term disability insurance will be provided and paid for by the District.

### 13.2 **RETIREE BENEFIT**

#### Medical Coverage for Qualified Annuitants

An employee who retires from the District as a qualified annuitant as regulated by the Public Employee's Retirement System will receive the District contribution to medical insurance as specified by Resolution No. 15012001, in accordance with the unequal contribution method described therein.

Medical and dental benefits for retirees shall include a spouse/domestic partner or surviving spouse, eligible dependents and/or eligible dependents of domestic partner.

In order to retain coverage, retirees will be required to annually verify their residence, dependent status and Medicare enrollment.

Retirees, spouses/domestic partners, and/or surviving spouses at age 65 are required to enroll in all parts of Medicare upon initial eligibility, and enroll in a Medicare plan offered by CalPERS.

Retirees not eligible for District-paid benefits may participate in district medical and dental plans at their expense.

Retirees who choose to relocate will be able to, or may need to, change medical plans. A change in medical plans may result in plan changes (i.e. co-pays, deductibles, etc.). Retirees changing plans as the result of relocation are entitled to the level of service offered in the new area. Eligible choices will be restricted to the plans available in the new area.

#### 13.2.0 **Tier One - Unit Members Hired Prior to January 1, 1994 and Who Retire On or Before June 30, 2006**

##### 13.2.0.1 **Tier One Eligibility:**

To qualify for District-paid lifetime medical and dental benefits, a bargaining unit member hired prior to January 1, 1994 must fulfill the following criteria:

- a. Active participation in the District fringe benefit program at the time of retirement.



- b. Retirement through State Teachers Retirement System or the Public Employees Retirement System.
- c. Service to the District must immediately precede retirement.
- d. Once retired, retiree, spouse/domestic partner, and/or surviving spouse must enroll in all parts of Medicare when initially eligible. At age 65, the retiree must also enroll in Medicare plans offered by CalPERS.
- e. Completion of the following service requirement:

To obtain full benefits, members retiring who were hired before 11/01/90 must have completed ten (10) years of service with the District. To be eligible for pro rata benefits, a member must have completed five (5) years of service. This benefit is prorated as follows:

50% = 5 years	80% = 8 years
60% = 6 years	90% = 9 years
70% = 7 years	100% = 10 years

or

To obtain full benefits, members retiring who were hired after 11/01/90 (but before 01/01/94) must have completed fifteen (15) years of service with the District. To be eligible for pro rata benefits, a member must have completed ten (10) years of service. This benefit is prorated as follows:

50% = 10 years	80% = 13 years
60% = 11 years	90% = 14 years
70% = 12 years	100% = 15 years

**13.2.0.2 Tier One Benefits:**

Bargaining unit members hired prior to January 1, 1994, who meet the eligibility requirements listed in 13.2.0.1 above and who retired prior to June 30, 2006, shall receive, in retirement, the paid benefits package which was in effect upon the date of their retirement and the District will pay 100% of the member’s annual premium costs.

In addition to payment of minimum monthly employer contribution as determined by CalPERS in accordance with Board Resolution No. 15012002, the District will provide the contribution defined below to Tier One Retirees (hired before January 1, 1994) who meet eligibility requirements described herein.

The District’s contribution shall consist of:

- 100% of the retiree’s annual medical and dental insurance premiums (regardless of any cap imposed by this collective bargaining agreement), minus the District’s minimum monthly employer contribution as determined by CalPERS in accordance with Board Resolution No. 15012002.

### 13.2.1 Tier Two - Unit Members Hired Prior to January 1, 1994 and Who Retire On or After July 1, 2006

#### 13.2.1.1 Tier Two Eligibility:

To qualify for District-paid lifetime medical and dental benefits, a bargaining unit member hired prior to January 1, 1994 must fulfill the following criteria:

- a. Active participation in the District fringe benefit program at the time of retirement.
- b. Retirement through State Teachers Retirement System or the Public Employees Retirement System.
- c. Service to the District must immediately precede retirement.
- d. Once retired, retiree, spouse/domestic partner, and/or surviving spouse must enroll in all parts of Medicare when initially eligible. At age 65, the retiree must also enroll in Medicare plans offered by CalPERS.
- e. Completion of the following service requirement:

To obtain full benefits, members retiring who were hired before 11/01/90 must have completed ten (10) years of service with the District. To be eligible for pro rata benefits, a member must have completed five (5) years of service. This benefit is prorated as follows:

50% = 5 years	80% = 8 years
60% = 6 years	90% = 9 years
70% = 7 years	100% = 10 years

To obtain full benefits, members retiring who were hired after 11/01/90 (but before 01/01/94) must have completed fifteen (15) years of service with the District. To be eligible for pro rata benefits, a member must have completed ten (10) years of service. This benefit is prorated as follows:

50% = 10 years	80% = 13 years
60% = 11 years	90% = 14 years
70% = 12 years	100% = 15 years

#### 13.2.1.2 Tier Two Benefits:

Bargaining unit members hired prior to January 1, 1994, who meet the eligibility requirements listed in 13.2.1.1 above and who retire on or after July 1, 2006, shall receive, in retirement, the medical (including prescription) and dental plans provided to active bargaining unit members.

In addition to payment of minimum monthly employer contribution as determined by CalPERS in accordance with Board Resolution No. 15012002, the District will provide the contribution defined below to Tier Two Retirees (hired before January 1, 1994) who meet eligibility requirements described herein.

The District's contribution shall consist of:

- 100% of the retiree's annual medical and dental insurance premiums through their enrollment in a CalPERS plan (regardless of any cap imposed by this collective bargaining agreement), minus the District's minimum monthly employer contribution as determined by CalPERS in accordance with Board Resolution No. 15012002.

**13.3.1 Tier Three - Unit Members Hired On or After January 1, 1994 and Who Retire On or After June 30, 2015.**

**13.3.1.1 Tier Three Eligibility - Established Pursuant to California Government Code Section 22895.**

To qualify for District-paid lifetime medical and dental benefits, a worker hired on or after July 1, 1994 who retires on or after June 30, 2015 must fulfill the following criteria:

- a. Active participation in the District fringe benefit program at the time of retirement.
- b. Retirement through State Teachers Retirement System or Public Employees Retirement System.
- c. Service to the District must immediately precede retirement.
- d. Once retired, retiree, spouse/domestic partner, and/or surviving spouse must enroll in all parts of Medicare when initially eligible. At age 65, the retiree must also enroll in Medicare plans offered by CalPERS.
- e. Completion of the following service requirement: sixty (60) years of continuous credited service with the District.

**13.3.1.2 Tier Three Benefits:**

Tier Three retirees who meet the eligibility requirements listed in 13.3.1.1 shall receive the District's minimum monthly employer contribution as determined by CalPERS in accordance with Board Resolution No. 15012002.

13.4 Prescription Card Plan will continue. The language in this paragraph will expire on June 30, 2015.

13.5 Cash-in-Lieu: Any unit member who chooses not to receive major medical insurance contributions by the District, and who submits proof of other group coverage, shall receive an annual amount of \$3,600, prorated and paid on a per pay period basis, in lieu of medical insurance.

13.6 Medical Insurance: Effective as soon as it can be implemented after ratification of the 2006-09 contract, the District will provide one Blue Shield PPO plan with Rx, one Blue Shield HMO plan and one Kaiser HMO medical plan as listed below. One additional PPO, HMO and Kaiser plan may be added to the list subsequent to review and recommendation of the Health Benefits Committee for all District employees. Workers have the choice of one of the medical plans. All language in Article 13.6 will expire on June 30, 2015.

Medical Plans: (plan details are posted on the District's intranet site).

Plan 1 effective July 1, 2006 or as soon as it can be implemented: Blue Shield PPO

Office visit \$10

Emergency ward visit \$50 (unless admitted)

Hospital admission \$150

Deductible \$250/\$750 (maximum family)

Rx: \$5/\$10/\$20 retail and \$0 mail order

Plan 2: HMO

Office visit \$5

\$6 prescriptions on retail and mail order

Plan 3: Kaiser

Prescription and office visits \$5 co-pay

Includes vision coverage

### 13.7 **Critical Incident Psychological Services**

After a critical incident, a member can request psychiatric or psychological services or the District Chief of Police may refer a member to psychiatric or psychological screening or other services. Critical incidents include those incidents involving loss of life, a shooting, a hostage situation, or similar traumatic incident. The District Chief of Police may require that a member take up to one work week off with pay when a member has been involved in a critical incident. Upon approval of the District Chief of Police and the Associate Vice Chancellor of Human Resources, all costs associated with this section shall be borne by the District.

**ARTICLE 14****HOURS AND OVERTIME****14.0 WORK YEAR**

The regular work year is twelve (12) months, beginning July 1 and ending June 30.

**14.1 WORK WEEK**

The normal work week for full time members shall consist of a total of forty (40) hours per week with three (3) consecutive days scheduled off to be determined by the District Chief of Police. This article shall not restrict the extension of the regular work day or work week on an overtime basis, nor shall it prohibit the District from establishing positions with a different work week or number of hours.

The Investigator assignment shall generally be an assignment of between two (2) and five (5) years. The District Chief of Police determines at his/her discretion when to reopen the Investigator assignment based on the needs of the Police Department.

**14.2 WORK DAY**

The work day shall be designated by the District for each bargaining unit assignment. Each bargaining unit member shall be assigned a fixed, regular, and ascertainable minimum number of hours. There shall be not less than an eight (8) hour period between the end of one work shift and the start of the next work shift. If called to work within the eight hour period between the end of one work shift and the start of the next work shift, the employee shall receive overtime at time and one-half (1½) the employee's base rate of pay for all consecutive hours worked from the time the employee is called back through the end of the employee's next work shift.

**14.3 OVERTIME**

Overtime is defined to include any time required to be worked in excess of the required workday (8, 10 or 12 hour shifts) in any one (1) day, and in excess of forty (40) hours in any work week whether such hours are worked prior to the commencement of the assigned starting time, or subsequent to the assigned quitting time. Overtime for the Investigator's position is defined to include any time required to be worked in excess of the required workday (8, 10 or 12 hour shifts) in any one (1) day and in excess of forty (40) hours in any work week whether such hours are worked prior to the commencement of the assigned starting time, or subsequent to the assigned quitting time.

Notwithstanding the definition of overtime set forth in this article, for purposes of calculating overtime under the Fair Labor Standards Act ("FLSA"; 29 U.S.C. section 201-219), the District hereby declares a work period of twenty-eight (28) days, beginning at

12:00 am Sunday and ending 11:59 pm Saturday, for District law enforcement personnel, as authorized under FLSA section 207(k).

14.3.1 All overtime must be approved in advance by the District Chief of Police or designee.

#### 14.4 **COMPENSATION FOR OVERTIME**

Except as otherwise provided herein, all overtime 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 member for all work assigned and authorized. Compensation for overtime work shall be in the form of cash payment or compensatory time off. No member may accumulate more than fifty (50) hours of compensatory time off (50 hours x 1.5 = 75 hours), at any given time.

#### 14.5 **MEAL PERIODS/REST PERIODS**

Members receive a meal break, not more than thirty (30) minutes scheduled approximately near the middle of the work shift. A rest period of fifteen (15) minutes is granted during each 3 ¼ hour period of the work day. Scheduled times for meals and rest periods will be arranged by the immediate supervisor.

14.5.1 Members agree that they are required to respond to all calls during all the hours they are on duty.

#### 14.6 **EXCHANGE OF SHIFT SCHEDULES**

Officers may switch shift schedule for a period of six (6) months if mutually agreed to. New officers may not participate in schedule shift changes until completion of three (3) years unless otherwise agreed to on a case by case basis.

14.7 When a major change in procedures that affects working conditions occurs, the District will meet and discuss these changes with the Association.

#### 14.8 **SHIFT ADJUSTMENT**

The Chief of Police or his/her designee may adjust assigned shifts at his/her discretion. Such shift adjustments are subject to the following limitations: 1) Each individual member shall not be subject to more than 12 shift adjustments in a 6-month period; and 2) The Department must provide at least 14 days advance notice regarding a shift adjustment, via department-wide email.

#### 14.9 **RESERVE POLICE OFFICER**

A Reserve Officer program may be established to meet the needs of the department. The Reserve Officer program shall not supplant full-time police officers.

Reference: District Administrative Procedure 7600

**ARTICLE 15**

**UNIFORMS**

15.0 The District will provide bargaining unit members with uniforms and safety equipment per Education Code Section 88037 and to the extent they are currently provided.

15.1 The uniform color will be dark blue.

15.2 The number of items included in uniforms provided shall be:

6 shirts (short and long sleeved)

3 pairs of pants

1 pair of boots (\$175 maximum limit)

A member may select any combination of shirts (long or short sleeved) so long as the total number does not exceed six (6). Members are required to have available and wear the dress uniform of the day. Uniform specifications shall be determined and identified by the department.

**ARTICLE 16**

**LAYOFF AND REEMPLOYMENT**

**16.0 REASON FOR LAYOFF**

Layoffs shall occur due to lack of work or lack of funds.

**16.1 FORMS OF LAYOFF**

Layoffs may take one or more of the following forms:

16.1.1 An involuntary reduction in the number of days worked in a year.

16.1.2 An involuntary reduction in the number of hours worked in a day.

16.1.3 An involuntary reduction in classification through bumping by senior members.

16.1.4 An involuntary reduction in salary or other compensation to avoid layoff.

16.1.5 Voluntary acceptance of reduction in days worked, hours worked, bumping to lower classes, or reduction in salary or other compensation to avoid layoff.

**16.2 NOTICE OF LAYOFF**

Members affected by layoff shall be given no less than forty-five (45) calendar days written notice of such action when legally required.

**16.3 ORDER OF LAYOFF**

Layoffs shall be based upon the individual's seniority within a class and higher classes within the District.

16.3.1 In determining order of layoff in a lateral class (where a member moves or has moved from one class to another class at the same salary range), the original class prior to lateral movement shall be considered a lower class for purposes of seniority within the class.

16.3.2 Members with the least seniority within the class, plus higher classes, shall be laid off first.

16.3.3 Initially, seniority shall be based on original date of hire as a regular member (excludes short-term and substitute service). Members promoted to higher classes will receive an anniversary date which serves as the seniority date within the new job class. Overtime work is excluded.



**16.4 BUMPING RIGHTS**

- 16.4.1 A member laid off from his/her present class may bump into the next lower class in which the member previously served and reached permanency.
- 16.4.2 The seniority in the higher class plus the seniority in the present class shall determine the seniority within the class.
- 16.4.3 The member may continue to bump into successive lower classes in which he/she has served and reached permanency to avoid layoff.
- 16.4.4 A member may elect to be laid off in lieu of bumping. Accepting such a layoff does not affect the member's reemployment rights under this Agreement.
- 16.4.5 When a member was initially employed in an identifiable entry level position within an existing specific family grouping of classifications, that member shall retain seniority for that entry level position even though the position has been reclassified and/or the title changed; provided, the member meets the minimum qualifications required for the entry level position.

**16.5 EQUAL SENIORITY**

Where two (2) or more members subject to layoff have equal class seniority, layoff shall be made on the basis of the lesser of the last continuous hire date seniority; where all seniority is equal, layoff shall be determined by lot.

**16.6 REEMPLOYMENT RIGHTS**

Members laid off are eligible for reemployment in reverse order of layoff for a period of thirty-nine (39) months and shall be mandatorily reemployed in preference to the District accepting new applicants within the class, from which the layoff occurred.

Permanent members with the highest seniority within the class shall be selected.

**16.7 SPECIAL REEMPLOYMENT RIGHTS**

Upon any vacancy occurring within a class within the District within the classified service, the District shall:

- 16.7.1 First (1<sup>st</sup>), offer reemployment to laid-off members in order of highest seniority within the class in which the vacancy occurs and they possess vested job rights. Such members shall be notified by certified mail at the last known address of record, and/or, shall be notified by telephone. The member shall, if notified by mail, have three (3) work days from proof of service but in no case more than seven (7) work days from date of postmark to notify the District of acceptance. Failure to respond/accept shall be considered waiver of the right to the vacancy.

- 16.7.2 Second (2<sup>nd</sup>), where no members who were placed on the reemployment list due to illness/injury will be offered a position in the class held prior to placement on the list when a position is available providing a doctor's verification is submitted indicating that the member is physically/mentally able to return to duty. This verification must be submitted to the Human Resources Department to be eligible for reinstatement and prior to vacant positions becoming available.
- 16.7.3 Third (3<sup>rd</sup>), where no member in a layoff status has vested or prior rights to a vacancy, or, where those having such rights refuse or fail to exercise them, the District shall offer employment to members in order of District seniority in any entry level position within any class which is vacant within their unit where the member possesses their minimum qualifications for such vacant positions.
- 16.7.3.1 Such members shall be notified by first class mail, at the last known address of record, of the entry level opening. The member shall, within seven (7) calendar days from date of postmark, notify and make application to the District to fill such vacancy.
- 16.7.3.2 Failure to make application within the time limits shall be considered a waiver of the right to the vacancy.
- 16.7.4 It is agreed that the order of reemployment of members in layoff status may be altered from reverse order of seniority where minimum qualifications for a new class may not be met by certain of the senior laid off members. Rejected members shall be furnished reason(s) for rejection upon written request. Such reasons shall be neither arbitrary nor capricious, but based solely on the seniority list.
- 16.7.5 Such reemployed members returning to the District in a class not previously occupied by them shall serve a regular probationary period in such classification and shall be placed on "Step A" of the new class salary rate for the probationary period.
- 16.8 Issues arising out of the exercise by the District and administration of its responsibilities under this Article, including the facts underlying its exercise of such discretions, shall not be subject to the Grievance Procedure as set forth in Article 18.
- 16.9 The Association agrees that layoffs, including reduction in hours in lieu of layoff, and their effects, shall not be negotiable but shall be governed by the California Education Code.
- 16.10 All terms and conditions contained within this Article shall become effective on the date of ratification by both parties to this Agreement, and no provisions herein shall be applied retroactively.

**ARTICLE 17****PERFORMANCE APPRAISAL****17.0 PURPOSE**

The purpose of the performance appraisal program is to improve the work performance of individual members, to improve member productivity for the District, and to recognize and acknowledge superior performance by the individual members.

**17.1 RESPONSIBILITY FOR PERFORMANCE APPRAISAL**

Performance appraisals shall be conducted by the member's immediate supervisor and shall be reviewed by a higher-level designated supervisor.

**17.2 PERFORMANCE APPRAISAL FORMS**

All performance appraisals shall be reported on forms provided by the District.

**17.3 PROBATIONARY MEMBERS**

**Probationary members:** Probationary members must provide twelve (12) months of probationary service to the District after they have completed their field training program. If during the probationary period, the member's absences for whatever reason exceed twenty (20) consecutive days, the probationary period shall be extended on a day-to-day basis until an opportunity to observe the member has been provided for a full year (12 months). Two written appraisals of work performance shall be satisfactorily completed before the member receives permanent status. The first performance appraisal shall be made by the end of the sixth month and the second by the end of the eleventh month. The District will provide forms for the supervisor's use in conducting the performance appraisal.

**17.3.1 Permanent members:** After permanent status is earned, appraisal of work performance shall be completed every other year. The immediate supervisor may evaluate more often as necessary.

**17.4 PERFORMANCE CRITERIA**

The District shall establish minimum standards for all members in the areas of work habits and working relationships. The designated supervisor shall establish the minimum skills required for a specific position and these shall be made a part of the performance appraisal form.

**17.5 PERFORMANCE APPRAISAL PROCESS**

- 17.5.1 Prior to the performance appraisal, the immediate supervisor and the member shall meet to review the performance appraisal form together.
- 17.5.2 Thereafter, the immediate supervisor and the member shall each complete their own version of a proposed performance appraisal.
- 17.5.3 Upon completion of their respective forms, the immediate supervisor and member shall meet to identify and discuss areas of superior performance, areas of needed improvement and any other aspect of either proposed performance appraisal which either party desires to discuss.
- 17.5.4 The immediate supervisor shall then prepare the official, written performance appraisal, which shall be reviewed and signed by both the immediate supervisor and the member.

**17.6 IMPROVEMENT PROGRAM**

- 17.6.1 If necessary, the supervisor and the member shall agree upon a plan of specific activities the member and the District, in cooperation, will undertake to achieve improvement in specific areas of work performance. This plan must be approved by the designated supervisor before it is implemented and a copy forwarded to the Human Resources Department.

At the end of a designated period, a report must be written by the supervisor on a form provided by the District indicating success or failure in achievement of the objectives of the improvement plan. A copy must be provided the member and also forwarded to the Human Resource Department.

- 17.6.2 Special Performance Appraisal: The supervisor and member may decide to conduct an interim performance appraisal to determine progress in achieving the objectives of the improvement program as an integral part of the improvement program. The designated supervisor may also request a special performance appraisal.
- 17.6.3 If the special performance appraisal or the appraisal at the completion of the plan does not indicate achievement of planned improvements, the Associate Vice Chancellor, Human Resources shall meet with the supervisors and the member to discuss alternatives to produce the desired results.
- 17.7 Unacceptable Performance Appraisals: Members who receive an unacceptable overall performance appraisal may be denied receipt of a salary step increment until the overall performance appraisal rating is improved to "Satisfactory". Such members may appeal the performance appraisal for the purpose of avoiding the denial of a step increment, only. The appeal will take place in an informal meeting between the immediate supervisor, the designated supervisor, the member and the member's Union representative, if desired by the member. The designated supervisor shall provide a response to the appeal within five (5) working days of the informal meeting.

17.8 Article 17, Performance Appraisal, in total nor any part thereof, shall not be subject to the grievance procedures contained in this Agreement.

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**ARTICLE 18****GRIEVANCE PROCEDURE**

- 18.0 The purpose of this grievance procedure is to provide, at the lowest administrative level, a means by which a grievance may be resolved in an equitable, efficient manner, in an atmosphere of courtesy and cooperation.
- 18.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum; and every effort should be made to expedite the process. The time limits specified may be extended by mutual consent. All time limits shall consist of working days which shall be any day in which the District administrative offices of the college District are open for business.
- 18.2 All procedural documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall be treated as confidential material. These materials shall not be reviewed for decisions regarding reemployment, promotion, assignment, or transfer.
- 18.3 The aggrieved party shall be present at all meetings and hearings and may be represented by the Association representative at all meetings and hearings of the grievance procedure beginning at the formal level.
- 18.4 Grievance hearings and meetings shall be conducted at a time that will provide an opportunity for the aggrieved party and all parties of interest to be present. When mutually scheduled hearings are held during the duty day, persons required to participate in the hearing shall be excused without loss of pay or other benefits.
- 18.5 **DEFINITIONS**
- 18.5.1 Grievance - A claim by a member or members of the bargaining unit that there has been a violation, misinterpretation, or application of an express provision(s) of this Agreement. The grievance shall include terms and conditions of employment as they relate to an express provision(s) of the Agreement. Actions to challenge or change the policies of the District as set forth in the Board policies, administrative directives or procedures shall be undertaken under separate administrative procedures. Other matters for which a specific method of review is provided by law or by the District policies or administrative directives shall be followed as outlined by that procedure. Matters excluded from the grievance procedure include accusatory charges relating to the moral or professional fitness of a member.
- 18.5.2 Grievant - A grievant is a District member or group of members in the bargaining unit covered by this Agreement who are filing a grievance.

- 18.5.3 Parties in Interest - The person or persons making the claim, any person or persons assisting the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the claim.
- 18.5.4 Immediate Supervisor - An immediate supervisor is the manager or supervisor having first line jurisdiction over the member who is filing the grievance.
- 18.5.5 Job Representative - The District member designated by the Association to assist the grievant in the grievance processing.

## 18.6 **GRIEVANCE RESOLUTION**

Grievances will be processed in accordance with the following steps:

### 18.6.1 Informal Resolution

Any member who believes he/she has a grievance shall present the grievance orally to the immediate supervisor within thirty (30) working days after the grievant should have reasonably known of the circumstances which formed the basis for the grievance. (See 18.1 for definition of working days.) Failure to do so will render the grievance null and void. The supervisor shall hold a conference and attempt to resolve the matter within five (5) working days after the presentation of the grievance. It is the intent of this informal meeting that at least one (1) personal conference will be held between the aggrieved member and the immediate supervisor.

If the member feels that the matter has not been resolved, the member has five (5) working days after the informal meeting to initiate a formal grievance.

### 18.6.2 **Formal Level**

#### 18.6.2.1 Step 1 - District Chief of Police

If the grievance is not settled during the informal conference with the supervisor, the member may present the grievance in writing to the District Chief of Police within five (5) days of the last meeting with the supervisor. The written information shall include: a description of the specific grounds of the grievance, including names, dates and places necessary for complete understanding of the grievance; a listing of the provisions of this Agreement which are alleged to have been violated, misapplied or misinterpreted. A listing of the specific action requested of the District which will remedy the grievance.

The District Chief of Police or designee shall meet with the grievant within five (5) working days. The disposition of the grievance shall be indicated in writing within five (5) working days of the meeting with copies to the grievant and the Association.

**18.6.2.2 Step 2 - Vice Chancellor of Administrative Services**

If the grievance is not resolved at Step 1, the aggrieved member may appeal to the Vice Chancellor or Designee within ten (10) working days of receipt of the Step 1 response.

The Vice Chancellor or Designee shall communicate the Step 2 decision to the grievant in writing within ten (10) working days after receiving the appeal.

Either the grievant or the Vice Chancellor or Designee may request a personal conference within the above time limits.

**18.6.2.3 Step 3 - Chancellor or Designee**

If the grievance is not resolved at Step 2, the aggrieved member may appeal to the Chancellor or Designee within ten (10) working days of receipt of the Step 2 response.

The Chancellor or Designee shall communicate the Step 3 decision to the grievant in writing within ten (10) working days after receiving the appeal.

Either the grievant or the Chancellor or Designee may request a personal conference within the above time limits.

**18.6.2.4 Step 4 - Advisory Arbitration and Board of Trustees Decision**

If the grievant is not satisfied with the decision at Step 3, and if the Union approves and authorizes such request and action, the grievant or the Union may, within ten (10) working days, submit a request in writing for advisory arbitration to the Chancellor or Designee. Upon such request, the parties shall attempt to agree upon an arbitrator. If no agreement can be reached, the parties shall request a list of names of potential arbitrators, and an arbitrator shall be selected.

The fees and expenses of the arbitrator shall be equally shared by the District and the Union; all other expenses of the arbitrator and the arbitration hearing shall be borne by the party incurring the expenses. The arbitrator shall hear evidence and render a recommendation on the issue(s) submitted to him/her. The arbitrator's recommendation shall be based solely upon the Agreement and the evidence and arguments presented, and the arbitrator shall have no power or authority to recommend that there be any addition, subtraction or modification to or from the terms of the Agreement. The arbitrator shall submit his/her recommendation, and that recommendation shall be submitted to the District Board of Trustees for their consideration. The Board of Trustees may accept, reject or modify the arbitrator's recommendation.



**ARTICLE 19****DISCIPLINARY ACTION****19.0 APPLICATION AND AUTHORITY**

19.0.1 This article shall apply to permanent bargaining unit members only. Probationary members may be terminated or subject to discipline action at the discretion of the District.

19.0.2 Discipline, as used in this article, includes suspension without pay, involuntary demotion and/or termination from employment, and shall be initiated at the sole discretion and authority of the District. All Disciplinary actions will be administered by the Associate Vice Chancellor, Human Resources. The District will comply with the applicable requirements of the Public Safety Officers Procedural Bill of Rights Act, Government Code Sections 3300 et seq.

**19.1 CAUSES**

Discipline under the authority of this article may be initiated for any of the following causes and/or for any of the causes in Department and Board policy.

19.1.1 Unauthorized absence, including abuse of leave privileges.

19.1.2 Commitment of conviction of a criminal act.

19.1.3 Incapacity, including prolonged or permanent physical or mental disability which incapacitates a member for assigned duties.

19.1.4 Incompetence

19.1.5 Insubordination, including incompatibility and/or dereliction of duty.

19.1.6 Neglect of duty, negligence of willful damage of public property or waste of public supplies and equipment.

19.1.7 Use of alcohol or other illegal intoxicant(s), drugs or chemicals while on duty; being under the influence while on duty.

19.1.8 Dishonesty, theft, misuse or misappropriation of public monies, equipment, or facilities.

19.1.9 Falsification of information, including employment/application information or work-related reports, forms, records or logs, or having been found to have been untruthful, to have testified falsely under oath, or to otherwise lack credibility including improper, intentional deception including material omissions or suppressing evidence.

19.1.10 Violation of District, State, or federal regulation, law, or order by a line supervisor.

- 19.1.11 Failure to maintain any license or certification required to perform assigned/required duties, provided the District has given appropriate opportunity to re-certify or maintain said licenses and certificates.
- 19.1.12 Arrest for a sex offense as described in Education Code section 88022.
- 19.1.13 Engaging in a conflict of interest with employment duties, assignments, responsibilities or functions.
- 19.1.14 Discourteous, offensive or abusive conduct or language toward other unit members, students, any District members or the public.
- 19.2 **PROCEDURES**
- 19.2.1 The District Chief of Police or designee shall recommend disciplinary action(s) to the Associate Vice Chancellor, Human Resources who shall administer all disciplinary action(s) under this Article.
- 19.2.2 No permanent member shall be suspended, demoted or dismissed unless there is served upon said member a written notice of suspension, demotion or dismissal, signed by the Associate Vice Chancellor, Human Resources stating the reason for the suspension, demotion or dismissal, and the effective date thereof.
- 19.2.3 The written notice of suspension, demotion or dismissal must be served on the member in person or by certified mail prior to the disciplinary action becoming effective, except where circumstances require immediate action. The notice shall be included in the member's personnel file and a copy of the notice shall be sent to the union. The notice shall include:
- 19.2.3.1 Statement of the proposed disciplinary action to be taken.
- 19.2.3.2 Statement of cause(s), specifying act(s) or omission(s) upon which disciplinary action is based.
- 19.2.3.3 Designation of rule or regulation which member has violated.
- 19.2.3.4 Notice of member's right to review written materials upon which disciplinary action is based.
- 19.2.3.5 Notice of member's right to respond within a designated period of time.
- 19.2.4 Informal Review by Associate Vice Chancellor, Human Resources
- 19.2.4.1 The member shall have the right to meet with the Associate Vice Chancellor, Human Resources within ten (10) days of notice of "intended" or "proposed" disciplinary action for the purpose of presenting the member's position regarding the circumstances and events underlying the proposed discipline. The member shall have the right to a

representative of the member's choice at such meeting. The District Chief of Police or designee, whichever one did not recommend the discipline, shall also be present at this meeting. Failure of the member to commence the appeal process by this meeting shall be deemed member acceptance of the proposed discipline and shall abrogate any further or subsequent appeal.

### 19.3 HEARING AND APPEAL PROCEDURES

19.3.1 A member may request a hearing of a disciplinary action to the Vice Chancellor, Administrative Services, depending on the member's job location and assignment. Written requests must be submitted in writing to the Human Resource Department within ten (10) days of the receipt of the statement of charges and description of the disciplinary action. Failure to file a timely request shall constitute a waiver of hearing rights.

19.3.2 A member may appeal the decision of the Vice Chancellor to the Chancellor. An appeal request must be submitted in writing to the Human Resources Department within ten (10) days of notification of the decision of the Vice Chancellor. Failure to file a timely appeal request shall constitute a waiver of appeal rights.

19.3.3 A member may appeal the decision of the Chancellor to the Board of Trustees. An appeal request must be submitted in writing to the Human Resource Department within ten (10) days of notification of the decision of the Chancellor. Failure to file a timely appeal request shall constitute a waiver of appeal rights.

19.3.4 All hearings shall be scheduled to provide the member with the most expeditious hearing date(s) which is/are reasonably consistent with the work schedules of all parties involved and the complexity of the disciplinary situation. The member may utilize the services of a union representative at all steps of the hearing procedure.

19.3.5 The Board of Trustees may sustain, modify or reject the recommended disciplinary action. The decision of the Board of Trustees shall be final and binding on all parties.

**ARTICLE 20**

**SUPPORT OF AGREEMENT**

20.0 The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet-and-negotiation process. Therefore, it is agreed that the District and the Association will support this Agreement for its term.

**ARTICLE 21**

**DURATION**

- 21.0 This Agreement between the District and the Association is effective upon date of ratification and shall remain in full force and effect through the close of the work day, June 30, 2017. The District and POA agree that this Agreement and its terms will continue in effect after June 30, 2017, until the parties reach and ratify a new contract.
- 21.1 For the 2015/2016 and 2016/2017 academic years, the parties agreed to reopen on Article 12 Salaries and Compensation and Article 13 Health and Welfare Benefits. Each party may also open two (2) additional articles in each year of reopener negotiations.

FOR THE POA

  
\_\_\_\_\_

Dated: 12-17-2014

FOR THE DISTRICT

  
\_\_\_\_\_

Dated: 17 December 2014

**APPENDIX A**

Adopted: February 3, 2015  
 Effective: October 1, 2014  
 1.57% on schedule (COLA - FY 2013-14)  
 0.85% on schedule (COLA - FY 2014-15)  
 7% on schedule (Salary Enhancement)  
 3.8% on schedule (in lieu of special compensation pay)

Human Resources Department  
 WEST VALLEY - MISSION COMMUNITY COLLEGE DISTRICT  
 14000 Fruitvale Avenue, Saratoga, CA 95070

**2014 - 2015 SALARY SCHEDULE**

**DISTRICT POLICE OFFICER**

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
\$5,047	\$5,290	\$5,581	\$5,860	\$6,158

**SALARY SCHEDULE RULES AND REGULATIONS**

**INITIAL PLACEMENT ON THE SALARY SCHEDULE**

Initial salary placement of a new bargaining unit member shall be on Step A of the designated salary range. A higher step placement may be authorized by the Associate Vice Chancellor, Human Resources upon recommendation of the District Chief of Police at the time of appointment for a highly qualified individual, based on years of experience in rank, education, specialized training or certification, or other factors when it is considered to be in the best interest of the District.

**SERVICE INCREMENTS**

An employee shall be granted a one-step salary increase on his/her anniversary date following the completion of each successive assignment year of service until he/she reaches Step E. Such advancement on the salary schedule is based upon satisfactory performance, and advancement may be withheld for one year pending attainment of satisfactory evaluation.

The anniversary increment date is the first day of the month immediately following the month in which the bargaining unit member was employed.

Credit toward a service increment is not earned during a long-term unpaid leave of absence.

HR/ras/01.26.15

APPENDIX B

WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT
AND
POLICE OFFICERS ASSOCIATION
GRIEVANCE FORM

Instructions: Furnish all information at the appropriate level. Failure to comply with the established time limits at any step will forfeit all rights to the further application of the grievance procedure for the alleged violation of this Agreement. (Reference Article 18 of the current contract.)

Informal Resolution Information:

HR/ras/04-03-07

Grievant: Department:

Classification: Work Location: Ext. #

Date of incident: Date of informal meeting: Names of those in attendance:
(within 30 days) (within 5 working days of grievance notice)

Four horizontal lines for listing names of those in attendance.

STEP I - Chief of Police or Designee:
(Respond within 5 working days after receipt.)

Alleged articles violated:

Statement of grievance:

Remedy requested:

Grievant's Signature: Date:

Date received: Response due date:

Chief of Police Response:

Signature: Title: Ext. #

Distribution: Original-Immediate Supervisor

Copies-Grievant / Association / Human Resources

**STEP II - Vice Chancellor, Administrative Services or Designee:**

(Respond within 10 working days after receipt.)

I do not agree with the response at Step I and request Step II review.

(Must respond within 10 working days of Step I response.)

Grievant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date received: \_\_\_\_\_

Response due date: \_\_\_\_\_

Vice Chancellor Response:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Ext. # \_\_\_\_\_

Distribution: Original-Immediate Supervisor

Copies-Grievant / Association / Human Resources

**STEP III - Chancellor or Designee:**

(Respond within 10 working days after receipt.)

I do not agree with the response at Step II and request Step III review.

(Must respond within 10 working days of Step II response.)

Grievant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date received: \_\_\_\_\_

Response due date: \_\_\_\_\_

Chancellor Response:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Ext. # \_\_\_\_\_

Distribution: Original-Immediate Supervisor

Copies-Grievant / Association / Human Resources

**STEP IV - Advisory Arbitration and Board of Trustees Decision:**

I do not agree with the response at Step III and request Step IV review.

(Must respond within 10 working days of Step III response.)

Grievant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**We are submitting this grievance to arbitration.**



Union Representative's Signature: \_\_\_\_\_

Ext. # \_\_\_\_\_

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