

**TENTATIVE AGREEMENT RESOLVING ALL SUCCESSOR CONTRACT  
SECTIONS AND SUBJECTS BETWEEN WEST VALLEY-MISSION COMMUNITY  
COLLEGE DISTRICT AND THE POLICE OFFICERS ASSOCIATION (POA) -  
PORAC REGION I**

**October 31, 2017**

**DRAFT**

**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. **[Government Code 3543.1 (c)]**

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. **[Government Code 3543.1 (c)]**

7.4.3 Negotiations Preparation: Association release time for up to a maximum of ~~one hundred (100)~~ ~~ten (10)~~ hours **eighteen (18) hours** per year may be granted to Association representatives for negotiations preparation depending on the staffing needs of the Department ~~at no cost or loss of compensation or benefits to the employee.~~ **[Government Code 3543.1 (c)]**

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 ~~fifty (50)~~ thirty (30) hours per year shall be granted to Association representatives for activities ~~described in California Government Code section 3505.3 (1) - (3)~~ **PORAC training, PORAC symposium, POA law firm symposium, negotiations training, and any other union legal updates and training.**

**7.4.6 Approval: All release time shall be requested for approval from the Associate Vice Chancellor, of Human Resources or designee. The Associate Vice Chancellor of Human Resources or designee shall notify the member and the police supervisor if release time is granted.**



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.X To be eligible for vacation leave, the member must have sufficient accrued vacation leave to cover the absence. If the worker submits an absence that is approved by the supervisor, but does not have enough vacation leave allotment to cover the vacation leave taken, the worker will be in an overpaid status for the number of hours that were not covered. The associated overpayment amount will be deducted from the member's pay, at his/her current hourly rate in the next possible pay cycle. Prior to any deduction, the member shall be notified by the Human Resources Department, to ensure accuracy.**

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~~ **Sergeant** 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~~ **Sergeant** 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~~ **the immediate supervisor Sergeant** 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~~ **the supervisor Sergeant** 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~~ **the immediate supervisor Sergeant** 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~~ **immediate supervisor Sergeant or the 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 12

### SALARY AND COMPENSATION

Effective the first pay period following approval of the agreement by the Board of Trustees, the salary schedule will be increased by ~~5.0 1.56-10%~~ 5%. Any additional economic enhancements agreed to as part of these negotiations shall be funded out of this 5%

One longevity step (at 2.5% after two years at step E) will be added to the salary schedule effective the first pay period following approval of the agreement by the Board of Trustees.

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

POA  DIST  6 of 22



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 ~~2.5% from his/her base salary per month~~ \$35.00 per month. A Police Officer who possesses or who obtains an Advanced Post Certificate Award will receive an additional stipend of ~~7.5% from his/her base salary per month~~ \$35.00 per month, for a total stipend of ~~10% of his/her base salary~~ \$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. **Anyone who serves in a temporary supervisory capacity having authority to supervise other Police Officers is ineligible for POA membership and he/she will not be represented by the POA. [California Government Code 3540 et seq.]**

#### 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.

**UNLESS SPECIFICALLY ADDRESSED BELOW, THIS PROPOSAL CONSTITUTES THE EXTENT OF THE DISTRICT'S CHANGES TO THE OPEN ARTICLES IN THE CONTRACT BETWEEN WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT AND THE POLICE OFFICERS ASSOCIATION (POA) – PORAC REGION I**


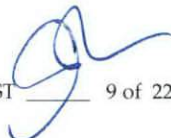
**2017-2018 SALARY SCHEDULE**

**POLICE OFFICER**  
(40 hour work week)

A	B	C	D	E	<b>F*</b>
\$6,176	\$6,474	\$6,830	\$7,172	\$7,536	<b>\$7,724</b>

*\* In order to be eligible for Step F, the employee must have completed two years of service at the previous step.*

*The above salary amounts represent 5% added onto the annual salary, plus an additional step.*

POA  DIST  9 of 22

## 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.


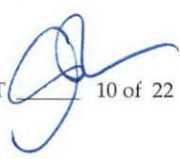
13.0.1 Effective the first pay period following approval of this agreement, the District's annual contribution towards the premium costs of health benefit plans inclusive of insurance coverage for medical, dental, vision and prescription provided to active unit members shall be limited annually to ~~\$11,741~~ ~~40,832~~ for single coverage, ~~\$22,072~~ ~~20,128~~ for 2-party coverage, and ~~\$28,270~~ ~~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 ~~or~~ **PORAC**.

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 ~~and~~ **PORAC**. **It is understood that CalPERS Medical plans are subject to change by CalPERS and PORAC board of directors, and in no way does the District have any influence over its decisions.**

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.

POA  DIST  10 of 22



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 **California** 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 ~~or PORAC~~.

Retirees not eligible for District-paid benefits may participate in district medical and dental plans at their expense. ~~Retirees are eligible to participate in CalPERS or PORAC health retirement plan without any break in coverage. Retirees shall continue their PORAC membership after retirement to be eligible for this coverage.~~

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 California State Teachers' Retirement System or the California 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 ~~or PORAC~~.
- 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


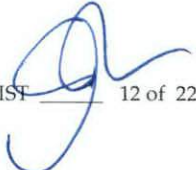
13.2.0.2 Tier One Benefits:

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 ~~or PORAC~~ 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 ~~or PORAC~~ in accordance with Board Resolution No. 15012002.

POA  DIST  12 of 22



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 California State Teachers' Retirement System or the California 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 ~~or PORAC~~.
- 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 ~~or PORAC~~ 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 or PORAC plan (regardless of any cap imposed by this collective bargaining agreement)~~, minus the District's minimum monthly employer contribution as determined by CalPERS ~~or PORAC~~ 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~~ **bargaining unit member** 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 **California** State Teachers' Retirement System or **California** 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 ~~or PORAC~~ 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 **or designee**. 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 District shall comply with applicable California state labor laws and POA Articles 14.3 and 14.4.*

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.

~~The Investigator's normal work week will generally consist of a total of forty (40) hours per week with three (3) consecutive days scheduled off. However, the duties and responsibilities of the assignment may necessitate a modified or alternate work schedule. The unit member and the immediate supervisor may develop any work schedule, which satisfactorily addresses the job/District needs and requirements while complying with all applicable laws and regulations.~~

*The normal work week for an investigator 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. ~~However,~~ The duties and responsibilities for the assignment, however, may necessitate an overtime work schedule. The District shall comply with applicable California state labor laws and POA Articles 14.3 and 14.4.*

#### 14.2 WORK DAY

The work day shall be designated by the District **Chief of Police or designee** 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


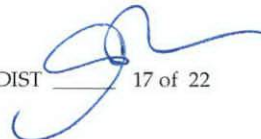
Members receive a meal break, not more than thirty (30) minutes scheduled approximately near the middle of the work shift. A rest period of fifteen (15) minutes is granted during each 3 ¾ hour period of the work day. Scheduled times for meals and rest periods will be arranged by the immediate supervisor.

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 schedules for a period of six (6) months if mutually agreed ~~between the Officer, the POA and the Department to~~ and approved by the supervisor Sergeant, Lieutenant, or the Chief of Police.

New officers may not participate in schedule shift exchanges until completion of three (3) years unless ~~otherwise agreed between the POA and the Department to on a case by case basis~~ approved by the Sergeant, Lieutenant, or the Chief of Police supervisor and the POA on a case by case basis.

POA  DIST  17 of 22

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


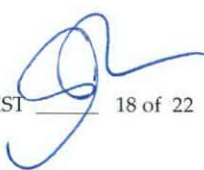
14.8 SHIFT ADJUSTMENT

The Chief of Police or his/her designee may adjust assigned shifts ~~with reasonable justification~~ based on operational considerations at his/her discretion. Such shift adjustments are subject to the following limitations: 1) Each individual member shall not be subject to more than ~~6~~ 12 shift adjustments in a 6-month period; and 2) The Department must provide at least ~~21~~ 14 days advance notice regarding a shift adjustment, via department-wide email ~~to all sworn personnel. Each worked day constitutes a shift adjustment counted towards the maximum 6 shift adjustments allowed in a 6-month period.~~

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

POA  DIST  18 of 22



## 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:

*The grievant has the right to be represented by POA during the Informal Resolution. The grievant has the right to be represented by POA and their legal counsel throughout the formal grievance process.*

18.6.1 Informal Resolution - *Police Sergeant*

Any member who believes he/she has a grievance shall present the grievance orally to the ~~immediate supervisor~~ *Sergeant* 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~~ *Sergeant* 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~~ *Sergeant*. ~~The Sergeant has five (5) working days to render his/her decision in writing to the grievant.~~

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



18.6.2 Formal Level

18.6.2.1 Step 1 – ~~District Chief of Police or Designee~~ *Police Lieutenant*

If the grievance is not settled during the informal conference with the ~~supervisor~~ *Sergeant*, the member may present the grievance in writing to the ~~District Chief of Police or designee~~ *Lieutenant* within five (5) days of the last meeting with the ~~supervisor~~ *Sergeant*. 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~~ *Lieutenant* 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~~ *Chief of Police*

POA  DIST  20 of 22



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

The ~~Vice Chancellor or Designee~~ *Chief of Police* shall ~~meet with the grievant within five (5) working days.~~ *The Chief of Police 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~~ *Chief of Police* may request a personal conference within the above time limits.

18.6.2.3 Step 3 – ~~Chancellor or Designee~~ *Vice Chancellor of Administrative Services or Designee*

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

The ~~Vice Chancellor or Designee~~ shall ~~meet with the grievant within five (5) working days.~~ *The Vice Chancellor* communicate the Step 3 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.

18.6.2.4 Step 4 – *Chancellor or Designee*

*If the grievance is not resolved at Step 3, the aggrieved member may appeal to the Chancellor or Designee within ten (10) working days of receipt of the Step 3 response.*

*The Chancellor or Designee shall ~~meet with the grievant within five (5) working days.~~ The Vice Chancellor communicate the Step 4 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.*

18.6.2.45 Step 4-5– Advisory Arbitration and Board of Trustees Decision

If the grievant is not satisfied with the decision at Step 3 4, 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

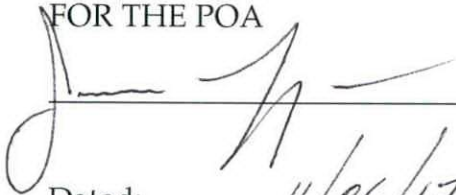
recommendation on the issue(s) submitted to him/her. The arbitrator's recommendation shall be based solely upon the Agreement and the evidence and arguments presented, and the arbitrator shall have no power or authority to recommend that there be any addition, subtraction or modification to or from the 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. ~~Prior to the Board of Trustees decision, the POA may request a hearing with the Board of Trustees within ten (10) working days. No later than ten (10) working days from receipt of the arbitrator's recommendation, the POA may submit a written response to the recommendation to be considered by the Board of Trustees in advance of reaching a final decision.~~ The Board of Trustees may accept, reject or modify the arbitrator's recommendation *in fairness, objectivity, and with reasonable cause.* ~~The Board of Trustees shall communicate their decision to the grievant and the POA in writing within thirty (30) working days after receiving the arbitrator's recommendation.~~

## ARTICLE 21


### DURATION


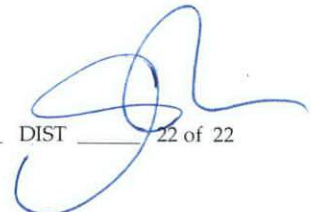
- 21.0 This Agreement between the District and the Association is effective upon date of ratification and shall remain in full force and effect through the close of the work day, June 30, 2020. The District and POA agree that this Agreement and its terms will continue in effect after June 30, 2020, until the parties reach and ratify a new contract.
- 21.1 For the 2018/2019 and 2019/2020 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: 11/06/17

FOR THE DISTRICT

  
Dated: 11.06.2017

POA  DIST  22 of 22