

AGREEMENT

Between the

**BOARD OF TRUSTEES
of the
FOOTHILL – DE ANZA COMMUNITY
COLLEGE DISTRICT**

and

OPERATING ENGINEERS, LOCAL 3

**as defined by the
Public Employment Relations Board**

January 1, 2013 – December 31, 2015



PREAMBLE

This *Agreement* is made and entered into this 11th day of March 2013 by and between the Board of Trustees of the Foothill-De Anza Community College District, Los Altos Hills, California, hereinafter referred to as the "District," and Operating Engineers, Local 3, hereinafter referred to as the "Association."

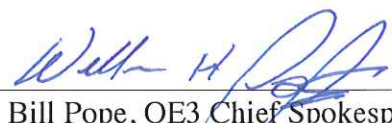
The purpose of this *Agreement* is to promote improvement of personnel management and employer-employee relations provide and equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

FOOTHILL – DE ANZA COMMUNITY COLLEGE DISTRICT

By: 
Linda Thor, Chancellor

By: 
Suzanne Pfeiffer, Director Human Resources

**OPERATING ENGINEERS, LOCAL 3
Negotiations Team Members**

By: 
Bill Pope, OE3 Chief Spokesperson

By: 
Officer J.R. Dorcak, Negotiator

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ARTICLE 1
RECOGNITION AND EFFECT OF AGREEMENT

- 1.1 The District hereby recognizes Local 3 (herein referred to as the Association) as the exclusive bargaining representative all peace officers.
- 1.2 This *Agreement* shall supersede any rules, regulations, policies or practices of the District. In the absence of specific provisions of this *Agreement*, the adoption or modification of rules, regulations, policies, and practices is discretionary with the District; provided, however, the District shall notify OE3 prior to any implementation, and shall afford sufficient time to negotiate over the effects of such a change, or to meet and confer.
- 1.3 If any provision of this *Agreement* is held invalid by any court of competent jurisdiction, such invalidity shall not affect any other provision of this *Agreement* so long as it can be given effect without the invalid provision. To this end the provisions of this *Agreement* are severable.
- 1.4 This *Agreement* expresses the entire understanding between the parties with respect to all matters within the scope of representation as defined by the Government Code Section 3543.2 and supersedes all previous agreements between the parties, whether written or oral. During the term of this *Agreement* the parties expressly waive the right to meet and negotiate with respect to any matter, whether addressed in this *Agreement* or not, even though such matter may not have been within the contemplation of either or both parties at the time this *Agreement* was negotiated and executed. Notwithstanding such waiver, if any provision of this *Agreement* is rendered invalid, the parties agree to meet and negotiate upon request of either party for the purpose of arriving at a mutually satisfactory replacement for the invalidated provision. Further, the parties reserve the right to revise or amend this *Agreement*, or any provision thereof, by mutual consent expressed in a written document signed by both parties.

**ARTICLE 2
UNION SECURITY**

2.1 Check off

OE3 shall have the sole and exclusive right to have membership dues, initiation fees, and service fees or other fees as prescribed in its bylaws deducted by the District for officers in the bargaining unit.

2.2 Dues Deduction

2.2.1 The District shall deduct dues from the wages of all officers who are members of Local 3 on the effective date of this *Agreement*, and who have submitted dues authorization forms to the District. Members shall have at least the minimum monthly dues deducted for any month in which they work in their classification.

2.3 Service Fee

2.3.1 Every officer in the bargaining unit who is not a member of Local 3 within 30 days of the effective date of this *Agreement*, and every officer who hereafter comes into the bargaining unit, shall, within 30 days of the effective date of this *Agreement* or within 30 days of his/her employment, whichever is later, either apply for membership and execute an authorization for dues deduction on a form provided by the Union or execute a payroll deduction form authorizing the District to deduct from his/her wages the amount specified by the Union as a service fee. Service fees shall not exceed the cost of membership dues. If an officer fails to authorize a deduction either for dues or for a service fee within the 30 days specified and fails to provide the District with proof that he/she has paid dues or the service fee directly to Local 3, the District shall automatically commence a deduction for a service fee from the wages of that officer.

2.3.2 Notwithstanding any other provision of this article, any officer:

2.3.2.1 who has a sincere philosophical objection to contributing funds for officer representation and who has not in the past paid dues or service fees to any officer organization for the purpose of being represented in relations with his/her employer; or

2.3.2.2 who is a member of a bonafide religious body whose traditional tenets or teachings include objections to joining or financially supporting public sector labor organizations, may file an "Objection to Payment of Fees" under Subsection 2.3.3.

2.3.3 An "Objection to Payment of Fees" shall be filed with Local 3 and the Director of Human Resources in writing and shall include:

2.3.3.1 for officers who qualify under Subsection 2.3.2.1, a statement of the nature of the officer's objection and certification that the officer has not in the past paid dues or service fees to any officer organization for the purpose of being represented in relations with his/her employers; or

2.3.3.2 for officers who qualify under Subsection 2.3.2.2, a statement signed by the officer identifying his/her religious affiliation and explaining the tenet or teaching under which the objection is made. To qualify as a conscientious objector, the officer must submit a notarized statement signed by an official of the bonafide religious affiliation and certifying the person's membership.

2.3.4 In lieu of dues or service fees, any officer who qualifies under Subsection 2.3.2 shall pay a charity fee. Such fee shall be equal to the service fee and shall be deducted from the paycheck. It shall be forwarded to one of the three mutually agreed upon charities (Red Cross, Aris Project, Girl Scouts). These charities cannot benefit either the District or the Union and must qualify as 501.c (3) charities. The Union shall be notified quarterly that such payments to the charity have been made.

2.4 **Enforcement**

2.4.1 Upon receipt of a properly executed payroll deduction form pursuant to either Section 2.2 or Section 2.3, the District shall deduct from each salary warrant due the officer in the bargaining unit, an amount determined by the Union. Any changes in amount which are made known to the District on or before the 10th day of the month for which the deduction is to be made, will be charged. The District shall promptly remit the entire amount to Local 3. The District shall have no other obligation with respect to the amount deducted pursuant to this article, whether expressed or implied.

2.5 **Voluntary Payroll Deductions**

Dues may not be deducted for any "employee organization" as defined in Government Code Section 3540.1 except for Operating Engineers Local Union No.3. An officer may elect to have deductions of at least \$2.00 per item made from his/her monthly salary for the following:

2.5.1 Payment to tax-deferred annuities.

2.5.2 Payment to a credit union.

2.5.4 Premiums for insurance sponsored by a professional association or the Union.

- 2.5.5 Contributions to any scholarship fund administered by the District or by the Union.
- 2.5.6 Contributions to a student loan fund or a student assistance fund administered by the District.
- 2.5.7 Contributions to the Foothill-De Anza Foundation.
- 2.5.8 Contributions to United Way. (Contributions to another charitable organization may be arranged providing at least twenty-five District employees agree to authorize deductions.)
- 2.5.9 Such other payments or contributions as may be mutually agreed upon by the District and the Union, provided that 25 or more employees agree to authorize the deduction.

**ARTICLE 3
ASSOCIATION RIGHTS**

3.1 Communications

Local 3 shall have the following rights in addition to the rights contained in any other Article of this *Agreement*:

3.1.1 The right of access at reasonable times to areas in which officers work as long as there is no disruption of work.

3.1.2 The right to use without charge institutional bulletin boards, mailboxes, the District mail system, and other District means of communication for the posting or transmission of information or notices concerning Association matters.

All communications for bulletin boards, mailboxes or the District email system must contain the date of posting or distribution and the identification of the Association, together with a designated authorization by the Association President.

A copy of all communications shall be delivered to the Director of Human Resources at the time of posting or distribution to Association members.

3.1.3 The right to use without charge institutional equipment, facilities, and buildings at reasonable times, upon clearance from the appropriate administrator and reasonable payment for materials used.

3.1.4 The right to receive one (1) copy of any budget or financial statement submitted at any time to the Board of Trustees and the right to examine public records relevant to the preparation of the annual District budget.

3.1.5 The right to receive a copy of the seniority roster.

3.2 Released Time

The following periods of released time will be provided by the District:

3.2.1 The Association President: up to one (1) hour per week of released time for conducting business that pertains to Local 3. The Association President may assign any portion of his/her released time to one other worker for Association business. A request to increase the one (1) hour per week of released time for special circumstances may be made by OE3 to the Director of Human Resources.

3.2.2 One steward: up to one (1) hour per meeting to represent a grievant in grievance resolution meetings with supervisory and management personnel or to accompany

an officer to a disciplinary meeting scheduled with management. No paid released time shall be granted or used for investigation or preparation for such meetings.

- 3.2.3 One official negotiator: for the purpose of meeting and negotiating with official District negotiators during regular work hours. No paid released time shall be granted or used for negotiations preparation.
- 3.2.4 One officer: for the purpose of attending meetings of a committee designated by the Director of Human Resources as an official District committee.
- 3.2.5 Released time shall be scheduled in advance with the officer's supervisor and may be rescheduled, if necessary. An officer shall not leave his/her work location for released time without the prior approval of the supervisor. Failure to request and secure approval in advance will result in an unauthorized absence.
- 3.2.6 Released time shall not be used at times when an adequate level of service cannot be maintained in the absence of the released officer. Use of released time shall not result in additional cost to the District for overtime pay.

3.3 **Distribution of Agreement**

The District will prepare the authoritative text of the *Agreement*, as may be amended, subject to approval by the Association. The District will place the *Agreement* on the District website.

**ARTICLE 4
EMPLOYMENT PRACTICES**

4.1 Probationary Employment

4.1.1 Officers who are employed for the first time or are re-employed by the District after resignation serve for a period of one year from the date of employment or re-employment as probationary workers.

4.1.2 A probationary officer may be released at any time that the supervising manager and the Office of Human Resources determine that the officer's performance is unsatisfactory. The notice of release will be presented to the officer in writing with a copy to the Union. The probationary officer shall receive five (5) days of pay. These five days do not extend the probationary period.

4.2 Recommendation for Permanency

During the month before an officer completes his/her probationary period, he/she will be reviewed for advancement to permanency.

4.2.1 If the supervising manager decides that employment will be continued, permanency will be recommended in writing through the regular evaluation form and will be approved by the supervising manager. This decision will be reviewed with the officer. The recommendation will be forwarded to the Office of Human Resources.

4.2.2 If the supervising manager does not recommend that the officer be granted permanency, employment shall be terminated.

4.2.3 Once the officer has been granted permanency, he/she may only be dismissed for cause. (See Article 12, Disciplinary Action.)

4.2.4 A permanent officer remains subject to layoff for lack of work or lack of funds in accordance with his/her seniority and displacement rights, if any. (See Article 13, Section 13.1, Layoff.)

4.3 Resignation

4.3.1 Notice of Resignation

An officer who wishes to leave the service of the District in good standing must file with the Board of Trustees through the supervisor a written resignation giving the District reasonable notice of the last date of service. The Chancellor or designee is authorized by the Board to officially accept the resignation of any

officer. The resignation of the officer shall be final and effective at the time of receipt by the Chancellor or designee.

4.3.2 **Automatic Resignation**

4.3.2.1 The absence of an officer will constitute an automatic resignation from the District under the following circumstances:

- (a) The officer is absent for two consecutive working days;
- (b) The absence is not part of an authorized leave; and
- (c) The officer does not notify his/her supervisor of reasons for the absence which qualify the officer for authorized leave.

4.3.2.2 The District will provide the officer with written notice of the automatic resignation.

4.3.2.3 The officer may request reinstatement by filing a written request with the Director of Human Resources within 15 days of the notice.

4.3.2.4 Reinstatement may be granted only if the officer provides a satisfactory explanation of the cause of her/his absence and for failure to notify her/his supervisor. Reinstatement will be determined by the supervising manager in consultation with the Director of Human Resources.

4.4 **Reemployment**

If a former officer is re-employed within one calendar year of the last date of the former period of employment with the District and he/she left the District for any reason other than dismissal for cause or abandonment of position, he/she shall regain hours in paid status for seniority purposes, accumulated sick leave, unused personal leave, and former vacation status. A former worker is re-employed in probationary status in accordance with Section 4.1.

4.5 **Evaluation**

4.5.1. Each probationary officer will be evaluated in the second and fifth month of employment and each permanent officer will normally be evaluated annually.

4.5.2 An officer will be provided with a copy of the evaluation and the opportunity to review and comment upon it within ten (10) before it is placed in his/her personnel file.

4.5.3 An officer is required to sign the evaluation to acknowledge receipt.

4.6 **Personnel Records**

- 4.6.1. The personnel file of each officer shall be maintained at the District Office of Human Resources.
- 4.6.2 Personnel files shall be kept in confidence and shall be available for inspection as follows:
 - 4.6.2.2 by the officer;
 - 4.6.2.2 by a steward or other representative of the officer upon the written consent of the officer;
 - 4.6.2.3 pursuant to a judicial order or lawfully issued subpoena;
 - 4.6.2.4 by employees of the District in the proper administration of the District's affairs or the supervision of the officer.
- 4.6.3 Materials placed in the personnel file shall be dated, identified by source and include the signature of the author if other than routine.
- 4.6.4 No adverse action of any kind shall be taken against the officer based on materials which are not in the District personnel file.
- 4.6.5 An officer shall be provided with copies of any derogatory written information and have an opportunity to comment upon the information within thirty (30) calendar days before the information is placed in his/her personnel file. Any comments shall be attached to the information.
- 4.6.6 Upon the written request of an officer, derogatory information exclusive of performance evaluations which are more than three (3) years old may be placed in a sealed envelope. The District shall review the request and notify the officer of the decision to grant or deny the request. If the request is granted, the material will be placed in a sealed envelope which may only be opened by the Director of Human Resources. Any decision to deny the request will not be subject to the grievance process.

4.7 **The Hiring of Relatives**

The District does not prohibit the employment of relatives or domestic partners of an officer so long as the relative/partner does not have recommending or decision-making responsibilities over the officer.

4.8 **Tuberculosis Examination**

- 4.8.1 Each new officer of the District must provide written evidence that he/she has been examined for tuberculosis within 60 days before the beginning of work. The officer may not begin work unless this examination demonstrates freedom from active tuberculosis.
- 4.8.2 In order to continue employment with the District, each officer must provide evidence of a test demonstrating freedom from tuberculosis every four years. The District will pay the cost of such examinations if they are conducted in institutions specified by the District.
- 4.8.3 Any officer found to have active tuberculosis shall be placed on leave of absence, subject to the usual sick leave provisions. The officer shall not return to duty until a certificate signed by a physician is presented, stating freedom from active tuberculosis.

4.9 **Change of Address**

In order that the District may maintain an accurate listing of the complete names, telephone numbers, and mailing addresses of all employees, each officer shall be responsible for reporting any changes to the Office of Human Resources within ten days of any such change.

ARTICLE 5
SUBSTITUTE EMPLOYEES

- 5.1 The District may employ a substitute employee to replace any officer who is temporarily absent from duty.

- 5.2 If the District is engaged in an active search to hire a permanent employee to fill a vacancy in an officer position, the District may fill the vacancy through the employment of one or more substitute employees, for a period not to exceed six months. If the hiring process cannot be completed within six months, the District will notify the Association and request an extension of the employment of the substitute employee.

- 5.3 A substitute employee must meet the license and other requirements identified in the Police Officer job description (See Appendix A).

**ARTICLE 6
PAY AND ALLOWANCES**

6.1 Pay Period

All officers shall be paid for the calendar month with pay available on the last working day of each month. The monthly time report for each officer covers the period from the 15th of the month through the 14th of the month following. If the normal pay date falls on a holiday, the pay shall be issued on the preceding workday. If the normal pay date falls on a Saturday or Sunday, the pay shall be issued on the preceding workday.

6.2 Salary Schedule and Salary Schedule Placement

New officers are automatically placed on the first step of the salary range (see Appendix B). Under unusual circumstances the Director of Human Resources may place an officer with successful experience in a similar position on the second step of the salary range. This placement may be made only after consultation between the Chief of Police. In addition, the Chancellor has the authority to determine special cases of step placement within the salary ranges. If the Chancellor exercises this authority and places a new worker above step 2, the Director of Human Resources shall notify the Union of the action.

6.3 Advancement on Salary Schedule

- 6.3.1 An officer's anniversary date for salary increments shall be the anniversary of his/her first month of service after completing one year of employment.
- 6.3.2 An officer's first month of service will be the month during which he/she begins employment providing he/she renders service before the 11th of the month. In all other cases, the officer's first month of service will be the calendar month following the date on which he/she begins employment.
- 6.3.3 Any month during the officer's work year during which he/she is not in paid status will not count toward the anniversary date and will advance the date by one month.
- 6.3.4 An officer will advance to the next step of the salary schedule on the first of the calendar month following the completion of the first year of service, provided that he/she has received a "good solid performance" rating on his/her evaluation. An officer will advance to subsequent steps as he/she completes an additional year of service with a satisfactory rating on the annual evaluation.
- 6.3.5 If the evaluation has not been provided to the officer by the date when the officer is scheduled to receive a step increase, the increase shall be granted automatically.

6.4 **Overtime, Court Appearance and Call Back Pay**

- 6.4.1 Actual hours worked in excess of an officer's standard work period, including mandatory training and department meetings, shall receive overtime pay. Compensation shall be in pay or compensatory time at appropriate overtime rate.
- 6.4.2 An officer will be compensated at the overtime rate for a court appearance when it occurs at a time outside the officer's regular work day as follows:
 - 6.4.2.1 If the court appearance is within one hour prior to the beginning time of the officer's workday, compensation will be for actual hours worked;
 - 6.4.2.2 If the circumstances of 6.4.2.1 do not apply, compensation will be for a two-hour minimum.
 - 6.4.2.3 If the court appearance is required on an employee's schedule day off, the employee shall receive a minimum of four hours of compensation.
- 6.4.3 An officer will be compensated at the overtime rate for hours worked on a holiday when the holiday is not a day worked within the officer's regular work period.
- 6.4.4 An officer whose regular work period includes a workday which is a holiday will not receive overtime but will be compensated at his/her regular pay rate for work on that day and will also receive a mutually agreed upon future day off in lieu of the holiday.
- 6.4.5 An officer who has completed his/her scheduled work shift and who has left the premises and is subsequently called back to work, shall be compensated for a minimum of four hours. However, no officer shall be entitled to more than one four-hour minimum for call back per work day.

6.5 **Longevity**

Longevity increments are awarded to acknowledge continued satisfactory performance with the District. An officer is eligible to receive a longevity increment after all the following criteria have been met:

- 6.5.1 The officer has received annual evaluations of "good solid performance" or above during each qualifying year. Any year during which an annual evaluation is below a "good solid performance" rating shall not be considered a qualifying year and shall not be credited toward the next longevity increment.
- 6.5.2 The officer is continuously employed at the District with no breaks in service.

6.5.3 The increments will be paid at the completion of the officer's years of consecutive service as follows:

Completion of Eighth Year	\$130 per month
Completion of Thirteenth Year	\$140 per month
Completion of Eighteenth Year	\$150 per month
Completion of Twenty-third Year	\$170 per month

**ARTICLE 7
INSURANCE BENEFITS**

7.1 Eligibility

The District shall provide insurance benefits to each probationary or permanent officer as specified in this article.

7.1.1 An officer must be in paid status to be eligible for benefits.

7.1.2 A newly-hired officer is not eligible for benefits until the month following the month of the officer's hire date with the District.

7.1.3 An officer must work at least half-time or at least fifty per cent (50%) of the hours constituting a full-time assignment to be eligible for benefits.

7.1.4 A classified officer shall be deemed to be in paid status during any recess or intersession if the officer returns to paid status at the end of the recess or intersession. If an officer does not return to paid status at the end of the recess or intersession due to resignation or termination of employment, any costs incurred by the officer during the recess or intersession will not be compensated under the District's insurance plans.

7.1.5 A dependent shall be defined as the officer's spouse or domestic partner and any child who is claimed as an allowable dependent on the officer's federal income tax return.

7.1.6 An officer who resigns or is terminated shall cease to be eligible for insurance benefits at the end of the calendar month during which his or her resignation/termination becomes effective.

7.2 Health, Dental and Vision Benefits

7.2.1 Effective July 1, 2012, qualified employees shall have the option to enroll in any one of the plans offered by CalPERS. Currently, CalPERS offers PERS Select, PERS Choice, and PERS Care (three PPO plans) and Blue Shield Access+, BlueShield NetValue, and Kaiser CA (three HMO plans). Brief information, including benefits, coverage limitations, deductibles, copays, and coinsurance, is contained in the CalPERS 2012 Health Benefit Summary. Full information is provided in the plan documents provided by the respective provider: Anthem Blue Cross for PERS Select, PERS Choice, and PERS Care; Blue Shield for Access+ and NetValue; Kaiser for Kaiser CA.

7.2.2 Opt Out

Employees and retirees may elect to waive coverage. An opt-out election shall remain in effect during the entire Plan Year, and the employee/retiree may not re-enroll in a CalPERS plan except during Open Enrollment or as a consequence of an IRS Section 125 qualifying event. Waiver of coverage shall not result in a compensated allowance in lieu of coverage.

7.2.3 District Contribution

District health benefit funding for the period of July 1, 2012 through December 31, 2013 shall be based on a super-composite rate (an average of employee and retiree costs in the three tiers—employee-only; employee plus one; and, employee plus family) of \$976 per employee/retiree per month (PEPM).

7.2.4 Officer Contribution

The amount of the monthly employee contribution for the option in 7.2.1 selected by a full-time employee shall be as follows from July 1, 2012 through December 31, 2013:

PERS Care	July 1, 2012	January 1, 2013
E	\$427	\$457
E + 1	\$853	\$914
E + family	\$1,280	\$1,371
PERS Choice	July 1, 2012	January 1, 2013
E	\$117	\$125
E + 1	\$233	\$250
E + family	\$350	\$376
PERS Select	July 1, 2012	January 1, 2013
E	\$65	\$70
E + 1	\$130	\$140
E + family	\$195	\$210
BS Access+	July 1, 2012	January 1, 2013
E	\$240	\$257
E + 1	\$480	\$514
E + family	\$720	\$771
BS NetValue	July 1, 2012	January 1, 2013
E	\$162	\$174
E + 1	\$324	\$348
E + family	\$486	\$522

Kaiser CA	July 1, 2012	January 1, 2013
E	\$70	\$78
E + 1	\$140	\$156
E + family	\$210	\$234

7.2.4.1 Each part-time eligible officer who works at least fifty per cent (50%) of the hours constituting a full-time assignment will be responsible to make a monthly contribution in addition to the monthly contribution associated with the chosen health insurance plan option. The amount of the additional monthly contribution will be the per employee per month cost (PEPM) established for the PY times the percentage the officer's work assignment is less than a full-time assignment.

7.2.4.2 Employee contributions shall be recovered through twelve (12) equal monthly payroll deductions. For employees on less than 12-month contracts, i.e. 10- and 11-month contracts, the contributions required during the non-contract month(s) shall normally be deducted from the first paycheck following the non-contract month(s), typically, the following September. In the event the required monthly contribution exceeds compensation in any regular pay period, the employee shall have the responsibility for paying the District directly for the uncovered amount in accord with the Plan Compliance timelines and procedures.

7.2.5 In addition, employees shall have the option of enrolling in vision and dental coverage offered by the District. The respective monthly contribution rates all include the cost of vision and dental coverage. If a subscriber opts out of dental and vision coverage, the reduction in rates will be a flat \$5, regardless of tier (employee-only, employee-plus-one, employee-plus-family). The dental and vision coverages remain identical to that currently in place.

7.3 Employee Assistance Program

The District shall provide an employee assistance program for each officer and his or her eligible dependents. The District shall maintain approved procedures in making formal referrals to the EAP.

7.4 Life Insurance

The District shall provide a \$50,000 level-term life insurance benefit for each officer and a \$5,000 level-term life insurance benefit for each eligible dependent.

7.5 **Long-term Disability Benefits**

The District shall provide each eligible officer with long-term disability insurance as follows:

- 7.5.1 The insurance shall provide a disability payment equal to 66-2/3% of the officer's "basic monthly earnings" on the date he or she was disabled to a maximum payment of \$6,000 per month. "Basic monthly earnings" means 1/12th of the officer's annual contract salary.
- 7.5.2 The disability payment under the long-term disability shall begin after all accumulated sick leave and extended sick leave under Article 8- 10 has been used.
- 7.5.3 For officers with five (5) years or more of STRS service and two (2) or more eligible children on the date of disability, disability payment shall be paid for one year from the date of disability for both accident and illness provided that the officer is sixty-nine (69) years of age or younger on the date of disability. If the period of disability extends beyond one year, the officer shall receive disability allowance payment from STRS.
- 7.5.4 For all officers not included under Section 7.5.3, the disability payments shall be payable for ten (10) years from the date of disability for both accident and illness provided that the officer is fifty-five (55) years of age or younger on the date of disability. If the officer is older than fifty-five (55) years on the date of disability, the maximum disability payment period shall be the same as that provided in the maximum disability payment schedule set forth in the District's income protection insurance plan.
- 7.5.5 An officer who has separated from the District due to medical reasons and is receiving long-term disability payments under Section 7.5 shall be eligible to receive health benefits under 7.2.1 for a period of two (2) years provided that the officer has been employed by the District for at least five (5) years prior to the officer's separation date.

7.6 **Benefits During Unpaid Status**

An officer who has been granted an unpaid leave of absence other than FMLA/CFRA is not eligible for paid insurance benefits under Sections 7.2-7.5. However, the officer may continue to receive insurance benefits during the leave of absence by reimbursing the District in advance for the full amount of the premiums for such insurance benefits.

7.7 **Flexible Spending Account**

The District shall offer officers the option to fund employee contributions to health insurance premium costs through the use of an IRC 125 plan.

7.8 **Insurance Carriers and Benefit Administrators**

The District shall maintain contracts with current insurance carriers and administrators of insurance benefit plans. Any change of carrier or administrator or level of coverage will be made only after consultation and mutual agreement between the parties to this Agreement.

7.9 **Domestic Partners**

7.9.1 Bona fide domestic partners aged over 18 of an unmarried eligible officer are eligible to receive health, dental and vision benefits under 7.2.1. Such benefits are available only to domestic partners who are not legally allowed to marry in the state in which they reside.

7.9.2 Domestic Partners are not eligible for Retirement Medical Insurance, Life Insurance, Disability Insurance and certain other benefits available to spouses. Benefits will not be provided for dependents of the non-employee Domestic Partner.

7.9.3 "Eligibility Criteria for Domestic Partner Benefits" are contained in Appendix C. Additional information regarding eligibility criteria may be obtained by contacting the Human Resources Office.

7.9.4 Both the officer and the domestic partner must attest to certain facts by completing and signing a Domestic Partnership Affidavit, which includes an Affidavit of mutual responsibility. The "Affidavit for Enrollment of Domestic Partners" is contained in Appendix C. This Affidavit may have potential legal implications under California law, which has recognized that non-marital cohabiting couples may privately contract with respect to the financial obligations of their relationship. Officers are advised to consult an attorney if they have questions regarding the potential legal effects of signing the Domestic Partnership Affidavit.

7.9.5 The District may, at its discretion, require supportive documentation satisfactory to the District concerning the eligibility criteria and assertions contained in the Affidavit.

7.9.6 The Administrator of any benefit plan at issue will be the sole and final judge of whether a domestic partner is eligible for benefits.

7.10 **Continuation of Benefits Upon Retirement**

7.10.1 Each retired officer hired before July 1, 1997 who qualifies under this section, and his or her eligible dependents including a qualified domestic partners, shall

receive medical insurance benefits) prescription drug benefits, vision care benefits, and dental benefits as provided in this section.

A qualified officer is one:

- 7.10.1.1 who is age fifty-five (55) or older, who has retired from service from the State Teachers Retirement System or the Public Employees Retirement System (or who has applied for and is eligible to receive a service retirement from either of said retirement systems), and who has rendered service to the District as a permanent or probationary officer with a normal work week of at least twenty (20) hours for ten (10) or more years immediately preceding his or her retirement; or
- 7.10.1.2 who has received a disability retirement from the State Teachers Retirement System or the Public Employees Retirement System and who has rendered service to the District as a permanent or probationary officer with a normal work week of at least twenty (20) hours for ten (10) or more years immediately preceding his or her retirement; and
- 7.10.1.3 who was hired before July 1, 1997 and has rendered service to the District as a permanent or probationary officer with a normal work-week of at least twenty (20) hours for twenty (20) or more years immediately preceding her or his resignation. If the officer qualifies under this subsection benefits shall be provided to the officer and her/his spouse only. Under this section a qualified officer retains this right as long as he/she remains an employee of the District regardless of which unit the officer is in at the time of separation.

No absence from the service of the District under a leave of absence shall constitute a break in the continuity of service required by this section. Nor shall any absence from service for thirty nine (39) months or less because of layoff constitute a break in the continuity of service required by this section. However, time spent on a leave of absence or in layoff status shall not count towards the service requirement prescribed by this section.

- 7.10.2 The benefits provided to eligible dependents pursuant to section 7.10.1 shall cease upon the death of the retired classified officer. However, a surviving spouse may continue to receive benefits under this section by reimbursing the District quarterly, in advance, for the full premium for all the benefits provided.
- 7.10.3 If officers are given any options regarding health benefit plan benefits provided under this section shall be in accordance with the plan or plans under which the retired officer was receiving benefits at the time of retirement unless changed

during a scheduled open enrollment period. This section shall not be construed as prohibiting any change in benefits or benefit plans as specified in Section 7.10.7.

- 7.10.4 Each retired officer and every eligible dependent shall upon obtaining eligibility for Medicare, receive benefits under section 7.10.4 in a manner that augments the benefits that the officer or dependent could receive from Medicare even though the retired officer or his or her eligible dependents fail to claim rights to Medicare benefits. It shall be the sole responsibility of the retired officer or his or her eligible dependents to apply for and satisfy the requirements of Medicare; provided, however, that the District shall reimburse the retired officer and his or her eligible dependents for the cost of Standard Medicare Part B premium if adequate proof of payment is submitted to the Office of Human Resources at least once each calendar year and at any time that the amount of the premium is changed by Medicare.

This section shall not apply to retired officers or their eligible dependents whose social security status does not qualify them for Medicare benefits.

- 7.10.5 If a retired officer or his or her eligible dependents, receive benefits under any other health benefits plan, the benefits provided under the District plan shall be reduced to the difference between the benefits provided or paid or payable by the other plan and the maximum benefits provided under this section.
- 7.10.6 To obtain the benefits provided under this section an officer shall file an application for the benefits with the Office of Human Resources and shall complete all necessary enrollment forms prior to the last date of his or her employment with the District.
- 7.10.7 The benefits provided under this section shall remain subject to modification, revision, or termination by any future agreement negotiated between the Board and the exclusive representative for Unit A.
- 7.10.8 Officers hired after July 1, 1997 shall not be eligible for District paid medical benefits upon retirement or after completing 20 years of service. Unit members employed after July 1, 1997, shall receive a medical insurance benefits bridge program to cover the cost of health insurance benefits in the period of time between retirement and eligibility for Medicare coverage. Once eligible for Medicare coverage, the District's obligation for Medicare and/or medical insurance benefits contributions shall cease.

7.10.8.1 A qualified individual is one:

7.10.8.1.1 who was hired between July 1, 1997, and July 1, 2010

7.10.8.1.2 who is age 55 or older; and

7.10.8.1.3 who has rendered service to the District as a probationary or permanent officer with a normal work week of at least twenty (20) hours of per week for fifteen (15) or more years of immediately preceding his/her retirement or resignation from the District.

7.10.8.2 Insurance Benefits

7.10.8.2.1 The District shall pay an amount equal to the salary schedule percentage in effect as of June 30, 2010, currently 2.8% of Range 73 Step G of the unit's salary schedule, for the retiree. This payment will be applied toward the cost of continuing health insurance benefits as described in Article 7.2 after retirement from the District until the date at which the retiree is eligible for Medicare coverage.

7.10.8.2.2 If the member has a spouse or domestic partner at the time of retirement or resignation and if the member's spouse or domestic partner does not possess his/her own health insurance coverage, the officer may include his/her spouse or domestic partner in continuing health insurance benefits until the date at which the officer is eligible for Medicare coverage, at which time the eligibility of the spouse/domestic partner shall cease.

7.10.8.2.3 The District shall pay an additional amount equal to the same salary schedule percentage in effect as of June 30, 2010, currently 2.8% of Range 73 Step G of the unit's salary schedule, for the cost of continuing health insurance benefits for the retiree's spouse/domestic partner until the date at which the retiree is eligible for Medicare coverage.

7.10.8.2.4 The District payment for the cost of continuing health insurance benefits for the retiree's spouse/domestic partner and the eligibility of the spouse/domestic partner for insurance coverage shall cease upon the death of the retiree or loss of status as a spouse/domestic partner.

7.10.9 Officers hired after July 1, 2010, shall not be eligible for District paid medical benefits upon retirement or after completing 20 years of service. Unit members employed after July 1, 2010, shall receive a medical benefits bridge program to

cover the cost of medical benefits in the period of time between retirement and eligibility for Medicare coverage. Once eligible for Medicare coverage, the District's obligation for Medicare and/or medical benefits contributions shall cease.

7.10.9.1 A qualified individual is one:

7.10.9.1.1 who was hired after July 1, 2010;

7.10.9.1.2 who is age 55 or older; and

7.10.9.1.3 who has rendered service to the District as a probationary or permanent officer with a normal work week of at least twenty (20) hours of per week for fifteen (15) or more years of immediately preceding his/her retirement or resignation from the District.

7.10.9.2 Insurance Benefits

7.10.9.2.1 The District shall pay an amount equal to the salary schedule percentage in effect as of June 30, 2010, currently 2.8% of Range 73 Step G of the unit's salary schedule, for the retiree. This payment will be applied toward the cost of continuing health insurance benefits as described in Article 7.2 after retirement from the District until the date at which the retiree is eligible for Medicare coverage.

7.10.9.2.2 If the officer has a spouse/domestic partner at the time of retirement or resignation and if the officer's spouse or domestic partner does not possess his/her own health benefit coverage, the officer may include his/her spouse or domestic partner in continuing health insurance benefits until the date at which the officer is eligible for Medicare coverage, at which time the eligibility of the spouse/domestic partner shall cease.

7.10.9.2.3 The eligibility for insurance coverage of a spouse/domestic partner of an officer because of the officer's participation in a District-provided health insurance plan shall cease upon the death of the officer or loss of status as a spouse/domestic partner.

7.11 **Denial of Benefits**

Notwithstanding any other provision of this article, an individual eligible to receive health insurance benefits under this article may be denied such benefits if it is established that the individual engaged in felonious criminal activity involving District property or students or persons employed by the District and said activity occurred on District premises.

7.12 **Negotiations**

7.12.1 **Reopener**

The employee/retiree monthly contribution rates specified in section 7.2.4: “Office Contribution Rates” and the District contribution specified in 7.2.3 “District Contribution” above shall be effective July 1, 2012 through December 31, 2013, and there shall be no re-openers on these rates unless (a) mutually agreed to by the parties; or, (b) the 2013 CalPERS premium rates exceed the seven percent (7%) trended increase (based on an aggregate of all the CalPERS plans) used by Lockton to project the 2013 CalPERS premium rates and the appropriate employee/retiree contribution for each plan and tier.

ARTICLE 8
HOURS OF WORK AND SCHEDULING

8.1 Hours of Work

- 8.1.1 Officers may be assigned work periods by the Chief of Police according to the needs of the department.
- 8.1.2 Standard work periods include:
 - 8.1.2.1 one (1) week work period:
 - 8.1.2.1.1 five (5) days, eight (8) hours per day; or
 - 8.1.2.1.2 four (4) days, ten (10) hours per day.
 - 8.1.2.2 two (2) week work period:
 - 8.1.2.2.1 one week of three (3) days, twelve (12) hours per day and
 - 8.1.2.2.2 one week of four (4) days, twelve (12) hours per day.
 - 8.1.2.3 any other alternate schedule mutually agreed upon.
- 8.1.3 The Chief of Police may vary standard work periods due to operational necessity, including but not limited to emergency circumstances for temporary periods of time.
- 8.1.4 The chief may designate special assignments, i.e. investigator, School Resource Officer, etc and determine the standard work period for such assignments based on operational needs.
- 8.1.5 The current standard shift is four (4) days, ten (10) hours per day. Any permanent change to the current standard shift shall be by meet and confer.
- 8.1.6 All hours worked in an officer's standard work period are compensated at his/her normal hourly rate. Hours worked addition to the number of hours in an officer's standard work period will be subject to the overtime provisions of Article 8.2.4.

8.2 Scheduling

8.2.1 Shift Rotation

8.2.1.1 Officers shall select shifts approximately every twelve (12) months.

8.2.2 Vacation Selection

8.2.2.1 Officers shall select two periods of vacation leave annually.

8.2.2.2 After the initial selection by each officer, requests for use of vacation leave at times outside the periods initially selected shall be considered on an individual basis by the Chief of Police.

8.2.3 Officers will be assigned selection times for scheduling shift rotation and vacation selection based on seniority. If an officer fails to make his/her selection at the assigned time, that officer will wait until all other officers have made their selections.

8.2.4 Overtime

8.2.4.1 Officers will have first opportunity for overtime that is designated for officers.

8.2.4.2 All overtime will be posted in advance for a seventy-two (72) hour period (date and time stamped).

8.2.4.3 If no police officer has signed up for the overtime within seventy-two (72) hours, the overtime will be made available to members of other bargaining units (currently, the Police Sergeant who is a member of the Teamsters' Local 287).

8.2.4.4 If overtime becomes available within seventy-two (72) hours of the start time, on-duty officers will be offered the overtime first. If no on-duty officer accepts the overtime, off-duty officers will be offered the overtime. If no officer accepts the overtime, the overtime will be made available to members of other bargaining units (currently, the Police Sergeant who is a member of the Teamsters' Local 287).

8.2.4.5 The total number of hours worked shall not exceed eighteen (18) hours in any twenty-four (24) hour period.

8.2.4.6 Notwithstanding the above provisions, the Chief of Police may order an officer to work overtime in an emergency situation or to fulfill minimum staffing requirements.

8.2.4.7 Any employee who is authorized to work more than twelve (12) hours in any work day will receive compensation or compensatory time at a rate equivalent to two (2) times the normal hourly rate of pay for hours in excess of twelve (12) hours.

8.2.5 Special Event Overtime

If an officer who volunteers for a special event is notified at least twenty-four (24) hours prior to the event that the event has been cancelled, no pay will be due. If notice of cancellation is provided less than twenty-four (24) hours in advance, the officer will be entitled to full pay for one-half (1/2) of the total number of hours specified in the contract at the applicable pay rate, not to exceed one and one-half times (1 ½) the normal hourly rate of pay.

**ARTICLE 9
HOLIDAYS AND VACATIONS**

9.1 Holidays

There are sixteen paid holidays each year including all legal school holidays. These include the holidays listed below as designated for each school year. Officers shall be entitled to any other holiday declared by the President or the Governor that provides for community colleges to be closed or any holiday approved by the Board of Trustees.

- Independence Day
- Cesar Chavez Day (Friday before Labor Day)
- Labor Day
- Veterans Day
- Thanksgiving (2 days)
- Christmas Eve
- Christmas Day
- Day After Christmas
- December Holiday*
- New Year's Eve
- New Year's Day
- Dr. Martin Luther King, Jr. Day
- Lincoln's Day
- Washington's Day
- Memorial Day

When the holiday falls on a Sunday, it shall be observed on the following Monday. When a holiday falls on a Saturday, it shall be observed on the preceding Friday unless another day is provided for by the Education Code or agreed upon by the parties. When a holiday falls within an officer's vacation, the holiday will not count as a day of vacation.

To be eligible for holiday pay, an officer must be in paid status either the working day before or the working day following the holiday. Each officer who is not regularly scheduled to work on the day on which the holiday falls shall be entitled to observe the holiday on another workday designated by the District unless the officer and the supervising manager mutually agree upon a different workday.

Officers who are required to work on the December Holiday shall be entitled to a floating holiday to be taken between January 1 and June 30. The floating holiday will be scheduled by mutual agreement between the officer and supervising manager. Officers who do not take the floating holiday by June 30 will forfeit the holiday.

9.2 Vacations

9.2.1 Probationary Officers

No officer may use vacation time until the first of the calendar month after he/she has completed six months of employment in the District, and all hours of vacation credited to a probationary officer during his/her first six months of employment shall be contingent upon the officer's completion of six months of employment. Therefore, a probationary officer who leaves the service of the District before completing six months of employment will receive no vacation pay. Terminating officers who have completed more than six months of employment will be paid for that portion of their earned vacation, which they have not used. When an officer terminates, the last day actually worked by the officer shall be the effective date of termination.

9.2.2 Earned Vacation

Full-time officers shall earn 6.66 hours of vacation for each calendar month (10 days per 12 month year) completed in the service of the District. If an officer joins the District staff after the tenth calendar day of the month, vacation will be prorated for the duration of the month.

Officers who have been continuously employed by the District for a period of three years shall, at the beginning of the fourth year, accrue vacation leave at the rate of 10 hours of vacation per month (15 days per 12 month year). Officers who have completed seven years of employment with the District shall at the beginning of the eighth year, accrue vacation leave at the rate of 13.33 hours of vacation per month (20 days per 12 month year). Officers who have completed thirteen years of employment with the District shall, at the beginning of the fourteenth year, accrue vacation leave at the rate of 16 hours of vacation per month (24 days per 12-month year).

9.2.3 Use of Vacation

9.2.3.1 Vacation leave may be used in increments of full days and half days only. In the event that an officer has no appropriate leave available such as personal necessity leave or compensatory time, an officer may use vacation in one-hour increments.

9.2.3.2 Vacation leave will be scheduled by mutual agreement between an officer and his or her administrator. Nevertheless, the District reserves the right to assign each officer to a vacation schedule in a manner that is not arbitrary or capricious.

9.2.4 Accrued Vacation Leave

- 9.2.4.1 An officer may accumulate a maximum of two (2) years of accrued vacation. When the accumulated vacation balance exceeds these limits, the officer ceases to earn vacation until such time as the vacation balance is reduced below the maximum earnable. Officers who reduce their contract (partial unpaid leave, extended sick leave) have vacation accrual prorated by the percent of contract reduced.
- 9.2.4.2 An officer will be notified by a notice on his/her paycheck when he/she is within two pay periods of reaching his/her maximum vacation accrual for two years. If the officer is within two pay periods of reaching his/her maximum accrual of vacation, he/she will meet with the supervising manager to schedule vacation so that the officer does not lose any vacation to which he/she is otherwise entitled.
- 9.2.4.3 In the event of resignation, retirement, or termination, an officer will be compensated for accumulated vacation not to exceed the maximum amount allowed to accumulate.

**ARTICLE 10
LEAVES OF ABSENCE**

10.1 General Provisions

The District will grant paid and unpaid leaves of absence for the purposes outlined and subject to the conditions set forth in this Article.

10.1.1 Except where otherwise provided, no absence under any paid leave provisions of this Article shall be considered as break in service for any officer who is in paid status, and all benefits of this Agreement shall continue to accrue under such absence.

10.1.2 The approval of the immediate supervisor shall be obtained in advance of any absence from work unless the necessity for such absence cannot be reasonably anticipated in advance.

10.1.3 In situations where the necessity for such absence cannot be reasonably anticipated in advance, the officer shall report the absence to the supervisor prior to the normal reporting time. If the officer is unable to report the absence, the employee may designate someone to provide the report. Failure to report the absence in a timely manner may result in ineligibility for paid leave and may be considered to be an unauthorized leave.

10.1.4 The officer shall not be absent from work during his/her assigned working hours except as otherwise provided in this Article. Any other absence shall constitute an unauthorized absence. If an officer is absent for three consecutive working days without authorized leave, the absence will constitute an automatic resignation.

10.1.5 The supervisor may, with reasonable cause, require an officer to submit evidence of the reason for and the continued necessity for the absence.

10.2 Sick Leave

10.2.1 Sick Leave – Earned. "Earned" sick leave is the number of hours the officer shall be entitled to earn each month at his/her full rate of pay for illness or injury.

10.2.1.1 For Full-Time Officers. An officer scheduled to work (40) hours per week, twelve (12) months per fiscal year shall be entitled to eight (8) hours per month for a total of ninety-six (96) hours of sick leave per fiscal year. An officer employed for less than a full fiscal year is entitled to that proportion the number of months of employment bears to 12 months.

- 10.2.1.2 For Less Than Full-Time Officers. An officer scheduled to work less than forty (40) hours per week and/or less than twelve (12) months per full fiscal year is entitled to that proportion of ninety-six (96) hours of "earned" sick leave per fiscal year as the officer's number of scheduled work hours relates to a full time work schedule.
- 10.2.1.3 For Probationary Officers. Probationary officers who are scheduled to work forty (40) hours per week, twelve (12) months per fiscal year, shall not be eligible to use more than forty-eight (48) hours of sick leave during the first six (6) months of their employment. Probationary officers working less hours shall be entitled to take a proportionate amount.
- 10.2.1.4 Reduction During Leave Without Pay. Sick leave entitlement shall be reduced by one (1) day for each calendar month an officer is on leave without pay.
- 10.2.1.5 When Taken. Except as provided in 10.2.1.3, sick leave need not be accrued prior to taking such leave by the officer and such leave may be taken at any time during the fiscal year.
- 10.2.1.6 Medical or Dental Appointment. When it is impossible for an officer to schedule a medical or dental appointment at a time other than working hours, he/she may use earned sick leave.
- 10.2.1.7 Minimum Increments. Sick leave must be used in minimum increments of two hours or longer.
- 10.2.1.8 For Family Members. Up to seven (7) days of sick leave can be used for care of an ill member of the worker's immediate family (as defined in Section 10.3.5).
- 10.2.2 Sick Leave – Accumulated. Accumulated sick leave is the unused sick leave which was earned but not used from the previous year(s).
 - 10.2.2.1 Carry-over. Accumulated sick leave carries over to the new fiscal year at the officer's full rate of pay for illness or injury. There is no maximum to the number of "accumulated" sick leave hours at full pay which an officer may accrue.
 - 10.2.2.2 Transfer of Sick Leave Credit. Any officer who served in the classified services of another California school or community college district immediately preceding his/her employment with the District may have the unused portion of any accumulated sick leave

transferred to the District. Any transfer must be completed within one year of the officer's hire date.

10.2.2.3 Separation From District. If an officer is separated from the District prior to rendering a complete year of service, the sick leave entitlement for the partial year shall be that proportion of twelve (12) days' leave as the number of months in the year he/she is employed bears to twelve (12). In the event an officer terminates employment with the District after having used more sick leave hours than the number which he/she has earned, the unearned portion shall be deducted from the officer's final pay. If no salary is due the officer who has used more sick leave hours than the number earned, the officer shall be billed by the District for the amount which the District has overpaid.

10.2.2.4 Unused Sick Leave. At the time of retirement each unused day of sick leave will be certified by the District to be applied for additional service retirement credit under PERS or STRS for those unit members legally entitled to such additional credit.

10.2.3 Report of Sick Leave Absence

An absence report for use of sick leave shall be made by the day of the month specified by the District and signed by the officer and the supervisor.

10.2.4 Return to Work/Medical Statement

10.2.4.1 An officer absent because of illness shall keep his/her supervisor informed regarding the expected date of return to work.

10.2.4.2 An officer must provide his/her supervisor with a doctor's certificate whenever he/she is absent for three (3) or more consecutive working days or five (5) cumulative days within any thirty (30) calendar day period due to illness or injury. The doctor's certificate must state that the officer is receiving medical care, the inclusive dates when the officer is unable to work because of a medical condition and the date the officer can return to work. If the officer is returned to work with restrictions, the certificate must state the specific restrictions.

10.2.4.3 The District may, with reasonable cause, require a doctor's certificate verifying any illness or medical or dental appointments claimed by an officer. If the information from the officer's doctor is insufficient, an examination may be required by the District to be performed by a doctor designated by the District, at District expense.

10.2.5 Extended Sick Leave

An officer is entitled to extended sick leave pursuant to the requirements of this section.

- 10.2.5.1 The entitlement to use extended sick leave credited under this section begins at the exhaustion of full-pay sick leave or at the end of ten (10) consecutive working days of absence due to illness or injury, whichever is later. Extended sick leave is compensated at 50% of the officer's regular salary on the date the officer was first absent and continues for the time specified in 10.2.5.2. The officer is also entitled to use only so much accrued vacation leave and comp time, which, when added to extended sick leave, provides for a full day of the officer's regular salary.
- 10.2.5.2 An officer scheduled to work (40) hours per week, twelve (12) months per fiscal year shall be credited with one hundred (100) full working days of extended sick leave per fiscal year. An officer employed for less than full time or for less than a full fiscal year is entitled to that proportion of one hundred (100) working days of extended leave per fiscal year which the number of hours or months of employment bears to 12 months.
- 10.2.5.3 Each day of full-pay sick leave and each day of extended sick leave used by an officer during the fiscal year for approved absences due to illness or injury reduces the number of days of extended sick leave available during the fiscal year by one (1) day. A return to active service does not result in an increase in the number of extended sick leave days available during the fiscal year for any subsequent illness or injury.
- 10.2.5.4 If an officer begins to receive extended sick leave for an accident or illness in one fiscal year and the same accident or illness continues into the following fiscal year, the officer will have available to carry over into the next fiscal year only the amount of extended sick leave not used the prior year for the same illness or injury. The total extended sick leave for one accident or illness cannot exceed 100 days or the prorated amount per 10.2.5.2.
- 10.2.5.5 If an officer is unable to assume the duties of his/her position after all extended sick leave and other authorized paid and unpaid leave is exhausted, the officer shall be placed on the reemployment list for 39 months. The employment of an officer who is medically released to duty but fails to return to an appropriate assignment shall cease as of the date specified for return to work.

10.3 Personal Necessity Leave

10.3.1 Each permanent or probationary officer shall be granted up to 5 days of paid leave per year for reasons of genuine personal necessity. Officers who work fewer than 40 hours per week are entitled to that proportion of personal leave granted full-time officers that is equal to the percent of a full-time contract. Eligibility for such leave begins on the first of the calendar month following six complete months of employment.

10.3.2 For the purpose of this section "personal necessity" means obligations or unavoidable duties of an individual officer that must be performed during regularly scheduled working hours. Circumstances under which personal necessity leave is appropriate include, but are not limited to:

10.3.2.1 Emergencies or obligations related to the officer's home or immediate family members, including medical or dental appointments for the officer's family members when the nature of the appointment requires the officer's presence, or special family obligations such as attending an immediate family member's graduation or marriage ceremony;

10.3.2.2 Emergencies or obligations related to the officer, including appointments for the purpose of conducting personal legal affairs or financial transactions, receipt of a court order requiring absence from work, or observation of a major religious holiday of the officer's faith.

Personal necessity leave may not be used for recreation, planning a vacation, or social events, nor may it be used in lieu of vacation or sick leave (except after an illness of 10 working days or more and no full-pay sick leave is available, a officer may use personal necessity leave.) Unless there are unavoidable and compelling reasons (i.e., medical appointments or illness after being on extended sick leave) personal necessity leave may not be taken in conjunction with any holiday, sick leave, vacation, or other leave of absence.

10.3.3 The officer shall submit a completed Personal Necessity Leave Request on the Absence form to his/her immediate supervisor for approval at least three working days prior to the requested leave. If emergency circumstances prevent an officer from requesting prior written approval, the officer must submit a completed Personal Necessity Leave Request form to his/her immediate supervisor within three (3) working days after return to duty.

10.3.4 The entitlement to Personal Necessity Leave for a fiscal year expires at the end of the fiscal year; it does not carry over from year to year and cannot be accumulated.

10.3.5 A member of the immediate family as used in this section shall mean the mother, father, grandmother, grandfather or a grandchild of the officer or the officer's spouse or domestic partner, and the spouse or domestic partner, son, son-in-law, daughter, daughter-in-law, brother or sister of the officer, or any relative living in the immediate household of the officer.

10.4 **Industrial Accident and Illness Leave**

Industrial Accident and Illness leave is intended to compensate an officer who has an occupational illness or injury.

10.4.1 An officer must report all work-related injuries, no matter how slight, immediately to his/her supervisor and file a report of injury with the Human Resources Office.

10.4.2 An officer must have completed three years of continuous service with the District prior to the occupational injury or illness in order to be eligible for Industrial Accident and Illness Leave.

10.4.3 The total number of days of allowable Industrial Accident and Illness leave shall not exceed sixty (60) working days in any one fiscal year for the same accident or illness. Industrial Accident and Illness Leave shall commence on the first day of absence.

10.4.4 Payment for Industrial Accident and Illness Leave on any day shall not, when added to an award to the officer under the California Workers' Compensation laws, exceed his/her regular salary for the day.

10.4.5 Each day of authorized absence due to a claim made by an officer of an industrial accident or illness reduces the number of total days of Industrial Accident and Illness Leave by one (1) day regardless of whether the claim has been settled under Workers' Compensation.

10.4.6 When Industrial Accident and Illness Leave has been exhausted, other available full paid sick leave, vacation leave and comp time may be used in combination with any extended sick leave remaining for the fiscal year to provide for a full day of the officer's regular salary.

10.4.7 If an officer receives Industrial Accident and Illness Leave for an accident or illness which continues into the following fiscal year, the officer will have available to carry over into the next fiscal year only the number of days remaining at the end of the fiscal year in which the illness or injury occurred. Industrial Accident and Illness Leave for the same accident or illness cannot exceed a total of sixty (60) days.

- 10.4.8 An officer receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California, unless the Board of Trustees, by express written permission, authorizes travel outside the State.
- 10.4.9 If an officer is unable to assume the duties of his/her position after all Industrial Accident and Illness Leave and other authorized paid and unpaid leave is exhausted, the officer shall be placed on the reemployment list for 39 months. The employment of an officer who fails to accept an appropriate assignment shall cease as of the date of the officer's notice or date specified for return to work, whichever is earlier.

10.5 **Bereavement**

Each Officer shall be granted necessary time off, with pay, not to exceed three days, or five days if out-of-state travel is required, in the event of the death of any member of the officer's immediate family as defined in 10.3.5. Said leave shall not be deducted from accumulated sick leave. Such Bereavement Leave days shall be taken consecutively and within thirty (30) days of the death of the qualifying family member.

10.6 **Jury Duty**

An officer who has been regularly called for jury duty will be granted a paid leave of absence.

- 10.6.1 The officer called for jury duty shall immediately report such jury duty notice to his/her supervisor. A copy of the jury notice must be shown to the supervisor.
- 10.6.2 No deduction shall be made from an officer's salary while performing jury duty but any daily jury duty fee, exclusive of travel expenses, shall be remitted to the District.
- 10.6.3 When jury duty consumes only a portion of the work day, the officer is expected to report to work before the jury duty begins or immediately after the jury duty ends or take vacation leave.

10.7 **Quarantine**

An officer whose place of residence is quarantined by city or county health officers shall receive full pay during the period of enforced quarantine due to the illness of another person. If the officer is ill, a deduction shall be made from his/her days of paid sick leave. The official document of the public health authorities relative to the quarantine restrictions shall be required to be submitted to the Office of Human Resources prior to receiving pay.

10.8 Military Leave

An officer shall be entitled to military leave as provided by Military and Veterans Code Sections 395 to 395.9.

10.9 Unpaid Leaves of Absences

Leaves of Absence without pay may be granted by the Board of Trustees for a specific purpose and for a designated time period not to exceed one year.

10.9.1 Conditions. All the following conditions must be met:

10.9.1.1 A suitable short-term officer is available to fill the position of the officer on leave;

10.9.1.2 The officer's absence will not reduce the efficiency of the department;

10.9.1.3 The officer can give reasonable assurance that he/she will return to the position at the conclusion of the leave.

10.9.2 Requests. All requests for leaves of absence shall be made in writing to the designated administrator and shall specify the beginning date and return date. The administrator shall review the request and submit a recommendation to Human Resources. All leaves of absence require the approval of the Board.

10.9.3 Evidence of Necessity for Leave. The District may require supporting evidence of the necessity for the leave. If required, such evidence shall be submitted with the written request for leave.

10.9.4 Entitlements. During unpaid leaves of absence, an officer will not accrue vacation or sick leave or be entitled to holidays or other leaves. Time spent on unpaid leave does not count toward seniority or salary increments. During unpaid leave, an officer will not receive medical benefits, unless required by state or federal law.

10.9.5 Notice of Return. An officer shall notify District Human Resources no less than forty-five (45) working days prior to the termination date of the Leave of his/her intent to return to employment in the District. Failure to so notify the District shall constitute and be considered as abandonment of the officer's position and his/her employment will cease as of the forty-fifth (45th) working day prior to the termination date of the Leave.

10.9.6 Status of Officer Upon Return. Upon the expiration of an authorized unpaid leave of absence, providing the officer has met the conditions under which the Board-approved leave was granted, the officer shall be returned to his/her former position as an officer. If no officer position is available, the officer shall be placed on the reemployment list. The employment of an officer fails to return

to an appropriate assignment shall cease as of the date specified for return to work.

10.10 **Family Medical Leave Act/California Family Rights Act Leave**

In accordance with state and federal law and District policy, under certain conditions officers may be eligible for an unpaid leave of absence for up to twelve (12) weeks for reasons related to family circumstances. Use of family medical leave for a qualifying circumstance, including the officer's own serious illness, runs concurrently with other paid and unpaid leaves granted by the District. Officers should consult Appendix D regarding eligibility, application procedures, and other procedures related to such leave.

10.11 **Break in Service**

10.11.1 **Break in Service.** A break in service results from a separation from employment with the District because of resignation, retirement, layoff, or termination during probation or dismissal. A break in service results in loss of permanent status, seniority, accumulated sick leave, use of any other leave, vacation status, placement on the salary schedule, and eligibility for retiree and other benefits.

10.11.2 **Temporary Break in Service.** A temporary break in service results from disciplinary action of suspension. During suspension, an officer will not accrue vacation or sick leave or be entitled to holidays or other leaves, nor will an officer be able to use any accrued leave. Time spent on suspension does not count toward seniority or salary increments.

10.12 **Sick Leave Donation**

10.12.1 An officer may donate days of sick leave (see Appendix E) to individual District officers who, due to a serious health condition, have exhausted all accumulated sick leave. Donating officers must retain a sixty (60) day balance of sick leave after their donation. No officer may receive more than 40 days of donated leave per year.

10.12.1.1 A “serious health condition” is defined as an illness, injury, impairment or physical or mental condition which involves inpatient care in a hospital, hospice, or residential health care facility, or continuing treatment or continuing supervision by a health care provider as defined in 29 USC 825.114(a) and as certified by a officer’s physician or other qualified medical practitioner.

10.12.1.2 The Director of Human Resources and the Association President by mutual agreement will verify the certification for eligibility. If the certification from the officer’s physician is insufficient, a certification by a physician of the District’s choosing may be

required, at District expense. The District may require additional medical opinions.

10.12.2 Donated leave must be in one-day increments (no less than 8 hours). Recipients of donated sick leave shall be solely responsible for any state and federal taxes on the donated time. Such taxes shall be withheld at the normal rate for the recipient officer. In the event that the state or federal governments rule that tax liability is due other than as taxed, the recipient shall be solely liable for such liabilities.

10.12.2.1 The donated sick leave may be used only when the officer has exhausted accumulated sick leave and either is not eligible for long-term disability or is eligible but has not begun to receive the long-term coverage.

10.12.2.2 The Director of Human Resources shall be notified of solicitation of donations. Solicitations of donations may be made by the individual or his/her representative(s).

10.12.2.3 Donation of sick leave shall be authorized by a signed pledge form prepared by and filed with the District Office of Human Resources. In the event several officers donate sick leave, the sick leave shall be used in the order in which the signed pledge forms are filed with Human Resources.

10.12.2.4 If the officer does not use all donated sick leave, the sick leave shall be returned to the donating officer(s).

10.13 **Staff Development Leave**

To encourage and enable officers to enhance their value to the District through further job-related education, the upgrading of their skills, or retraining for a different career path, a Staff Development Leave has been established. After completing seven (7) years of service in the District, an officer is eligible to apply for a leave from one to ten months at 85% of full pay. Such leaves may be taken in one-quarter increments to a maximum of ten months. An officer becomes eligible for additional leaves after completing increments of seven (7) years of service to the District.

An eligible officer may, on a leave request form provided by the Human Resources Office, apply through his or her supervisor for a Staff Development leave. The leave may be used to complete interrupted studies, learn by observing methods used in industry or other educational institutions, or get a substantial start on a goal of better education. The written application (see Appendix F) must present a detailed description of the proposed activities of the leave and the potential value of these activities to the District. If the officer intends to enroll in school, the application must identify the educational institution to be attended and, by academic term, a list of courses (with course descriptions) the

officer is interested in taking. The application shall contain precise dates for the beginning and ending of the leave.

All applications for the succeeding college year must be received by the Director of Human Resources before December 15. Each application that has been submitted and has received the recommendation of the immediate supervisor and the appropriate administrator shall be forwarded to the Classified Staff Development Leave Committee for review and recommendation to the Chancellor. This Committee shall be composed of one representative of OE3, an administrator designated by the Chancellor, and the Director of Human Resources, who will serve as chairperson. Funding for a maximum of one (1) ten-month leave per year shall be granted. If the number of recommended applications exceeds the number agreed upon for the year, the Committee shall establish procedures for deciding which leave shall be recommended to the Chancellor for submission to the Board. Any Board-approved leave will be announced by March 1 of each year.

If a leave is granted, the officer must agree in writing (see Appendix F) to render, upon return from leave, a minimum of two months of service to the District for each month of staff development leave. Failure to render this service will require the officer to refund the salary paid by the District during the leave. Within thirty days of return from a leave, the officer shall submit a written report to the Classified Staff Development Leave Committee of the activities of the leave, emphasizing the value to the District. If the officer attended school during the leave, he or she shall also submit a transcript or other appropriate documentation showing satisfactory attendance and successful completion of the course work as soon as reasonably possible. The officer may apply for Educational Assistance for courses taken during the leave.

After reviewing the report, the Classified Staff Development Leave Committee shall either approve the report or request further information from the officer. If, after requesting further information from the officer, the Classified Staff Development Leave Committee is unable to establish that the officer satisfied the conditions of the leave, the committee may, if it determines it is appropriate, after considering possible mitigating circumstances, recommend to the Director of Human Resources that the officer be required to compensate the District for the expense of the leave. The decision of the committee may be reviewed by the Chancellor at the request of the officer.

During the leave the officer will be entitled to all the benefits of classified contract officers except that only 85% of service time will be credited by the Public Employees Retirement System. The officer may, however, arrange to make a contribution to the System to insure full service credit for the period of the leave as provided by the regulations of PERS. During the leave the officer shall earn 85% of the normal credit for sick leave and seniority. No vacation credit shall be earned during a Staff Development Leave.

ARTICLE 11
UNIFORMS, EQUIPMENT AND EXPENSES

11.1 Uniforms

11.1.1 The District shall provide each officer with uniforms consisting of the following items:

- a. 2 long sleeve shirts
- b. 2 short sleeve shirts
- c. 2 pairs of pants
- d. 2 pairs of summer wear shorts
- e. 1 duty jacket
- f. 1 dress jacket (if required)
- g. 1 rain wear
- h. 1 pair duty boots
- i. 1 set BDU's (rip-stop material)
- j. 2 Department logo polo shirts
- k. 1 baseball cap w/patch
- l. 1 dress hat with hat badge

The Chief of Police may designate other items, as required.

11.1.2 Each officer shall be responsible for the cleaning of uniforms.

11.1.3 Replacement of uniforms will be at the discretion of the District.

11.1.4 The uniform shall be worn only while on duty. While off duty, including while commuting to and from duty assignments, an officer must wear an outer garment over his/her uniform so that the uniform is not visible to the public.

11.2 Equipment

11.2.1 The District shall provide each officer with the following items and other equipment as assigned:

- a. badge
- b. identification card
- c. handgun
- d. handcuffs, key and case
- e. flashlight and batteries
- f. body armor

11.3 **District Property**

11.3.1 All uniforms and items of equipment listed in this article shall remain the property of the District.

11.3.2 Each officer shall be responsible for the proper use and care of uniforms, equipment and District property, including District vehicles. Officers shall neither use, loan, nor permit for use any uniform, equipment, property and/or vehicle without authorization from the police chief.

11.3.3 Upon termination of employment, the officer must return all items issued. The officer will be financially liable for the cost of any item not returned.

11.4 **Mileage Reimbursement**

11.4.1 An officer may use his/her personal vehicle for a work-related purpose if a District vehicle is not available.

11.4.2 For purposes of reimbursement for mileage used by an officer's personal vehicle, mileage will be computed from the District work station to the work-related location and back by using the IRS standard mileage rates.

**ARTICLE 12
DISCIPLINARY ACTION**

12.1 Public Safety Officers Procedural Bill of Rights

The Disciplinary procedures set forth in this article shall satisfy all administrative appeal rights and protections afforded by the Public Safety Officers Procedural Bill of Rights, Government Code section 3300, et seq. to the extent such rights are applicable to officers.

12.2 For-Cause Discipline

The provisions of this article apply to permanent, non-probationary officers. Probationary officers are not entitled to the provisions of this article. Officers shall be subject to disciplinary action for cause, including reprimand, suspension, demotion and dismissal. Such cause shall include but not be limited to those set forth below in this article.

12.3 Cause

Cause for discipline shall include the following items listed. However, this list does not constitute all of the causes for discipline.

- 12.3.1 Absence or tardiness which is excessive or without authority or sufficient reason;
- 12.3.2 Abuse or misuse of sick leave or any other authorized leave;
- 12.3.3 Conviction of a felony or misdemeanor, any crime involving moral turpitude, any crime bringing discredit upon the District or any conviction that precludes employment as a Police Officer. A plea or verdict of guilty or a conviction following a plea of nolo contendere, is deemed a conviction;
- 12.3.4 Discourteous, offensive or abusive conduct or language towards others in the work setting, including employees, students or the public;
- 12.3.5 Dishonesty, including theft of District property;
- 12.3.6 Duplication of any key to a District facility without proper authorization;
- 12.3.7 Evident unfitness for service or conduct unbecoming an officer;
- 12.3.8 Failure or refusal to perform the normal and reasonable duties of the position;
- 12.3.9 Failure to meet job qualifications, including, but not limited to, failure to possess or keep in effect any license, certificate or other similar requirement

specified in the law or the officer's classification specification or otherwise necessary for the officer to perform the duties of the position;

- 12.3.10 Failure to comply with General Orders, procedures, rules and policies of the Police Department;
- 12.3.11 Failure to maintain a good personal or business driving record;
- 12.3.12 Immoral conduct;
- 12.3.13 Improper use of the District computer system, including accessing pornography, except when it is required in the performance of official duty;
- 12.3.14 Incompetence or inefficiency in the performance of duties;
- 12.3.15 Insobriety or intoxication or being under the influence of alcohol, controlled substances or habit-forming drugs on District property or while on duty;
- 12.3.16 Insubordination or insolence or disrespect toward superiors;
- 12.3.17 Misrepresentation or concealment of information supplied to the District, including but not limited to information on application forms, employment records, or other District records or reports;
- 12.3.18 Neglect of duty, including sleeping while on duty;
- 12.3.19 Offering anything of value or any service in exchange for special treatment in connection with employment, or accepting anything of value or any service in exchange for granting any special treatment to an employee or a member of the public;
- 12.3.20 Participation in any activity or enterprise, or acceptance of any employment that is clearly inconsistent, incompatible, in conflict with or inimical to the duties of the position;
- 12.3.21 Physical or mental condition unfitting him/her for service;
- 12.3.22 Possession on District premises of alcohol or of any narcotic, restricted dangerous drug or other substance regulated by the California Uniform Controlled Substances Act unless such possession is under a valid written prescription, except when it is required in the performance of official duty;
- 12.3.23 Sexual harassment;
- 12.3.24 Using the credit, time, facilities, equipment or supplies of the District for the officer's private gain or advantage or the private gain or advantage of another;

- 12.3.25 Violation of or refusal to obey the laws of the state pertaining to community college districts or the rules and regulations of the District;
- 12.3.26 Willful damage to public property, waste of public supplies or equipment, or carelessness with District property or funds.

12.4 **Procedure for Suspension or Termination**

12.4.1 **Preliminary Notice of Proposed Suspension or Termination**

- 12.4.1.1 A permanent officer shall receive a preliminary written notice of any proposed suspension without pay or termination. The notice shall contain a statement of the specific charges against the officer and the date the disciplinary action will be effective. The officer may be placed on administrative leave from duty with pay pending a determination regarding the disciplinary action.
- 12.4.1.2 The officer may examine the written materials, reports and documentation upon which the proposed disciplinary action is based.
- 12.4.1.3 The officer shall have the right to respond either orally or in writing within a specified reasonable time to the Chancellor's designee. The Chancellor's designee shall consider the officer's response and make a recommendation to the Chancellor regarding the proposed disciplinary action.

12.4.2 **Notice of Suspension or Termination**

- 12.4.2.1 A permanent officer who is suspended without pay or terminated shall receive written notice of the specific charges on which the action is based. The notice shall contain a statement of the officer's right to an appeal hearing on the charges. The suspension or termination shall be effective on the date of service of the notice.
- 12.4.2.2 The officer may request an appeal hearing in writing within five (5) working days after service of the notice of suspension or termination. Service is deemed completed at the time of deposit in the U.S. Mail. A form shall be provided with the notice. The return of the signed form shall constitute a request for an appeal hearing and denial of all charges. Failure to request an appeal hearing within five (5) working days of service of the notice of discipline shall be a waiver of the officer's right to an appeal hearing, unless special circumstances are present which justify extension of the time period.

12.4.3 Procedure for Appeal Hearing

12.4.3.1 Hearing Authority

The Board of Trustees shall determine whether an appeal hearing will be conducted before the Board or before a Hearing Officer appointed by the Board.

12.4.3.2 Notice of Hearing

The Board or the Hearing Officer shall set the matter for an appeal hearing and provide at least twenty (20) calendar days' notice in writing to the officer of the date and place of such hearing.

12.4.3.3 Officer Rights

The officer shall attend the appeal hearing, unless excused by the Board or the Hearing Officer, and shall be entitled to:

- 12.4.3.3.1 be represented by counsel or any other person;
- 12.4.3.3.2 testify under oath;
- 12.4.3.3.3 compel the attendance of other employees of the District to testify as witnesses on behalf of the officer, but only for the time they are needed to testify;
- 12.4.3.3.4 cross-examine witnesses;
- 12.4.3.3.5 present such evidence as the Hearing Authority deems pertinent;
- 12.4.3.3.6 argue the case.

12.4.3.4 Transcription

- 12.4.3.4.1 The officer may arrange for the appeal hearing to be transcribed. If requested, any related costs will be assumed in full by the Operating Engineers.
- 12.4.3.4.2 The District may request a copy of the transcript. If the District obtains a copy, the District shall be responsible for one half of the related costs associated with the transcription services and the full cost of the copy.

12.4.3.5 Findings and Decision

Upon completion of the hearing, a written decision shall be issued by the Board. If the hearing is before a Hearing Officer, the Hearing Officer shall prepare written findings and recommendations to be submitted to the Board for its approval.

12.4.3.5.1 If the Board accepts the findings and conclusions of the Hearing Officer, it need not review the record of the hearing.

12.4.3.5.2 If the Board declines to accept the findings and conclusions of the Hearing Officer, it shall review the record or provide for an additional opportunity to be heard. The Board may then adopt the findings and conclusions of the Hearing Officer or make its own findings and conclusions.

12.4.3.6 Confidentiality

The evidence, proceedings, and conduct of the hearing shall remain confidential and shall not be made public by the District, by any of the participants at the hearing or by any person attending the hearing, except as any of the foregoing may be filed in court or introduced as evidence in an administrative or court proceeding brought to review an action taken pursuant to these procedures. In the event such matters do become public, however, such public statements as are appropriate may be made. This policy of confidentiality shall not preclude discussion of the case with others as necessary to prepare for the hearing, nor shall it preclude the District from taking any action following appropriate procedures against any officer on the basis of evidence developed at the hearing.

12.5 Actions not Affecting Pay

12.5.1 An officer may be disciplined through actions not affecting an officer's pay. Such disciplinary actions include written reprimands and transfers for purposes of punishment.

12.5.2 The procedures in 12.4 are applicable to written reprimands and to transfers for disciplinary purposes, except that there is no right to confront and cross-examine witnesses as provided in 12.4.3.3.4.

12.6 Investigations

- 12.6.1 Questioning of an officer by a supervisor on a subject that may lead to punitive action constitutes an investigation. Subjects of investigation may include complaints against an officer made by a member of the public, but do not include interrogations in the normal course of duty, counseling, instruction, informal verbal admonishment or other routine verbal contact with an officer's supervisor or the Chief of Police.
- 12.6.2 The officer has a right to have a representative of his/her choice present during an investigation. The role of the representative is to assist the officer in responding to questions.

ARTICLE 13
LAYOFF AND REDUCTION IN HOURS

13.1 **Layoff**

The District may abolish a position for lack of work or lack of funds and lay off a probationary or permanent officer.

13.2 **Reduction in Hours**

If a decision to reduce hours is negotiated, any reduction in regularly assigned hours shall proceed in the order of layoff as prescribed in this article. Officers experiencing such reduction shall be considered laid off for purposes of determining all rights and benefits.

13.3 **Notice of Layoff**

An officer who is to be laid off shall receive notice at least 45 days prior to the layoff. The notice of layoff shall be in writing and shall include the effective date of the layoff and a statement of the officer's reemployment rights. A copy of the notice will be provided to the Association.

13.4 **Order of Layoff**

The order of layoff shall be determined by hours in paid status within the Peace Officer class. The officer with the least hours in paid status based on the hire date in the Peace Officer class shall be laid off first. If the hire dates of two or more officers are identical, the determination shall be made by lot. An Association representative shall be afforded the opportunity to be present during any such determination by lot.

13.5 **Retirement in Lieu of Layoff**

An officer who is eligible for retirement and who has received a notice of layoff may, in lieu of layoff, elect to accept service retirement without loss of reemployment rights.

13.6 **Reemployment Rights**

A permanent officer who has been laid off or who has taken a reduction in hours in lieu of layoff shall have reemployment rights to a vacant position in the Peace Officer class for a period of 39 months from the date of layoff or reduction in hours. Reemployment shall be in order of seniority. An officer who is reemployed after layoff shall be fully restored to his/her position as a permanent officer, including his/her former placement on the salary schedule and earned service credit.

13.7 **Notice of Vacancy and Worker Response**

When the District notifies an officer who is on the reemployment list of a vacancy in the Peace Officer class, the officer shall notify the District of his/her intent to accept or refuse reemployment within 10 calendar days of the mailing of the reemployment notice. If the officer accepts reemployment, he/she must report to work within 30 calendar days following the mailing of the notice. If the officer fails to reply within 10 days or refuses the offer of reemployment, his/her reemployment rights shall terminate.

13.8 **Improper Layoff**

An officer who has been improperly laid off shall be reemployed immediately upon discovery of the error and shall be reimbursed for any loss of salary or benefits.

13.9 **Effects of Layoff**

Officers who are laid off shall be entitled to the following:

- 13.9.1 Paid medical benefits for 3 months for officers and their eligible dependents;
- 13.9.2 Preference for officers whose work year or hours have been reduced in filling temporary jobs that would ordinarily be filled by short-term officers;
- 13.9.3 Reasonable paid release time for the purpose of seeking employment for officers who are subject to termination because of layoff;
- 13.9.4 Payment of accrued vacation hours for officers with fewer than six (6) months of service;
- 13.9.5 Priority registration privileges for officers who have been terminated because of layoff;
- 13.9.6 Eligibility to apply for Educational Assistance funds in accordance with the terms of this agreement during the first six months of layoff. Applications for funds shall be submitted to the Director of Human Resources who shall sign in lieu of the officer's former administrator;
- 13.9.7 Career counseling and job placement assistance for officers who have been terminated because of layoff.

This article expresses the entire understanding between the parties regarding the effects of layoff and each party waives the right to meet and negotiate on the effects of layoff for the life of this *Agreement* except as to those effects that the parties mutually agree to negotiate.

ARTICLE 14
GRIEVANCE PROCEDURE

14.1 Definitions

14.1.1 “*Agreement*” means the collective bargaining agreement negotiated between the District and Local 3 pursuant to the Educational Employment Relations Act.

14.1.2 "Grievance" means a written statement filed:

14.1.2.1 by an officer or by Local 3 on behalf of an officer alleging that the officer has been directly wronged by the District's violation, misinterpretation or misapplication of a specific provision of the *Agreement*; or

14.1.2.2 by Local 3 alleging that the Union itself has been directly wronged by the District's violation, misinterpretation or misapplication of a specific provision of the *Agreement*.

14.1.3 To "file" means to deliver a grievance to the District, either personally, or by certified mail return receipt requested. A grievance is "filed" on the day it is received by the District.

14.1.4 "Working day" means any day during which the central administrative offices of the District are open for business.

14.1.5 "Union representative" unless specified may mean a business representative, a steward, and/or an officer of Local 3.

14.2 Who May File a Grievance?

A grievance may be filed by any of the following individuals:

14.2.1 An officer who is a member of the bargaining unit at the time the grievance is filed;

14.2.2 A Union representative who has been authorized to file the grievance on behalf of the officer or Local 3.

14.3 Representation

The officer and the District’s designee may each be assisted by a representative who may advise or act for the party he or she represents.

14.4 **Informal Grievance**

- 14.4.1 Prior to filing a formal grievance,
 - 14.4.1.1 if the grievance alleges an officer has been directly wronged by the District's violation, misinterpretation or misapplication of a specific provision of the *Agreement*, the officer, or Local 3 on behalf of the officer, must bring the issue to the attention of the sergeant or the Chief of Police and attempt to resolve the matter informally.
 - 14.4.1.2 if the grievance alleges Local 3 itself has been directly wronged by the District's violation, misinterpretation or misapplication of a specific provision of the *Agreement*, Local 3 must bring the issue to the attention of the Director of Human Resources and attempt to resolve the matter informally.
- 14.4.2 The attempts at informal resolution of a grievance must take place within 30 working days prior to filing a formal grievance.

14.5 **Filing a Formal Grievance**

- 14.5.1 A grievance is initiated by the filing of a Notice of Grievance on the prescribed notice form (included in Appendix G).
- 14.5.2 The grievance must be filed within 30 working days after the grievant discovered or reasonably could have discovered the circumstances or action giving rise to the grievance. The attempts at informal resolution required by Section 14.4 do not extend the 30 working day period.
- 14.5.3 The Notice of Grievance must be filed with the Chief of Police and the Director of Human Resources. If the officer is initiating the grievance directly, a copy of the grievance must also be provided to Local 3. Failure to file the grievance with the required parties within the time limit of Subsection 14.5.2 will invalidate the filing of the grievance.

14.6 **First Level of Review**

- 14.6.1 If a grievance has been filed by Local 3 pursuant to Section 14.5, if the Director of Human Resources and Local 3 agree that it is not appropriate to consider the grievance at the first level, the grievance may be initially considered at the second level. The District and Local 3 may also agree to proceed immediately to arbitration on any grievance filed by Local 3.
- 14.6.2 If the grievance is going to be considered at the first level, either the officer or the Chief of Police may request a conference. At such a conference, the parties

may exchange written and oral information about the grievance. The officer and the Chief of Police may each have a representative at the conference.

- 14.6.3 Regardless of whether there is a conference, within ten (10) working days following the receipt of the grievance, the Chief of Police shall render a written decision including the reasons therefore. Copies of the decision shall be provided to the officer, the Director of Human Resources and Local 3.

14.7 **Second Level of Review**

- 14.7.1 If the Chief of Police denies the grievance, or fails to render a timely decision, the officer may proceed to the second level of review by filing a request for a second level review within ten working days of the denial with the Director of Human Resources.
- 14.7.2 Upon receipt of a request for a second level review, the Director of Human Resources may hold a conference with the officer, the Union representative and the Chief of Police who may express their arguments regarding the grievance and submit any relevant information.
- 14.7.3 Within ten working days following the receipt of the request for a second level review, the Director of Human Resources shall render a written decision including the reasons therefore. Copies of the decision shall be provided to the officer, the Chief of Police and Local 3.

14.8 **Request for Arbitration and Selection of Arbitrator**

- 14.8.1 If the Director of Human Resources denies the grievance or fails to make a timely decision, Local 3 may refer the grievance to arbitration by filing a written request for arbitration.
- 14.8.2 The request for arbitration must be filed with the Director of Human Resources within ten working days following the date of the decision at the second level of review or, in the event the Director of Human Resources fails to make a timely decision, within ten working days following the date on which the decision at the second level of review was due under Article 14.7.3.
- 14.8.3 Within fifteen working days following the filing of a request for arbitration, the Director of Human Resources and a representative of Local 3 shall attempt to agree on an arbitrator.
- 14.8.4 In the absence of an agreement between the District and Local 3 regarding the designation of an arbitrator, the parties shall jointly petition the State Mediation and Conciliation Service for a list of five disinterested persons who are experienced in grievance arbitration. Upon receipt of the list of five names each party shall alternate in striking individual names, and the person remaining after

four names have been stricken shall be designated as the arbitrator. The designation of the party that will first strike a name shall be determined by the toss of a coin.

- 14.8.5 All fees and expenses of the arbitrator shall be shared equally by the District and Local 3.

14.9 **Arbitration Hearing**

- 14.9.1 The arbitrator shall establish an arbitration date with the concurrence of the parties, provided, however, that if an arbitration date cannot be established within ninety (90) calendar days of the selection of the arbitrator, either party may request the appointment of another arbitrator pursuant to Article 14.8.

- 14.9.2 Within the guidelines established by these procedures, the arbitrator shall establish the rules for conduct of the hearing and shall decide all procedural issues presented including matters regarding the admission of evidence.

- 14.9.3 Attendance at the hearings shall be limited to:

- 14.9.3.1 the individual officer who is the grievant;

- 14.9.3.2 an officer or steward of Local 3;

- 14.9.3.3 an advocate for Local 3, who may be an attorney;

- 14.9.3.4 the Director of Human Resources, or designee;

- 14.9.3.5 an advocate for the District, who may be an attorney; and

- 14.9.3.6 witnesses called by either party.

- 14.9.4 Local 3 shall demonstrate, by a preponderance of the evidence, that the officer or Local 3 was directly wronged by the District's violation, misinterpretation or misapplication of a specific provision of the *Agreement*.

14.10 **Arbitrator's Decision and Report**

- 14.10.1 The arbitrator's authority shall be limited to interpretation of contract provisions. The arbitrator shall have no authority to add to, subtract from, or otherwise modify the terms of the contract.

- 14.10.2 Following the conclusion of the hearing, the arbitrator shall be requested to make his or her decision within sixty (60) days.

14.10.3 The arbitrator shall prepare a report which includes detailed findings of fact. Any award shall be limited to those measures necessary to remedy the contract violation, if one is found. If the award includes back pay, back pay shall be limited to one year from the date the grievance was filed. Copies of the report shall be sent to the Chancellor, the officer and Local 3.

14.10.4 The arbitrator's decision shall be final and binding.

14.11 **Miscellaneous Provisions**

14.11.1 The time limits specified in these procedures are maximum limits. Notwithstanding this provision, any time limits specified in these procedures may be extended by agreement of the parties.

14.11.2 When two or more grievances involving the same alleged violation, misinterpretation or misapplication of the *Agreement* or presenting a common question of fact and law have been submitted, the District and Local 3 may agree that said grievances be consolidated.

14.11.3 A grievance may be withdrawn or settled at any time.

14.11.4 All documents, communications and records dealing with the processing of a grievance shall be placed in a separate grievance file, except that any document or record removed from a personnel file, or any other file, for use in a grievance proceeding shall be returned to the original file.

ARTICLE 15
RETIREE HEALTH BENEFITS

Upon reaching qualifying age, all current District employees and retirees are required to provide information for Medicare verifying Medicare eligibility and to update that information as appropriate.

15.1 Health Insurance Benefits for Retirees Hired Before July 1, 1997

Each retired employee, hired before July 1, 1997 who qualifies under this section, and her or his eligible dependents covered at the time of retirement shall receive medical insurance benefits, prescription drug benefits, vision care benefits, and dental benefits as provided in this section and described in Article 7.

15.1.1 A qualified employee is one:

15.1.1.1 who is age 55 or older, who has retired from service from the State Teachers Retirement System or the Public Employees Retirement System (or who has applied for and is eligible to receive a service retirement from either of said retirement systems), and who has rendered service to the District as a permanent or probationary worker with a normal work week of at least 20 hours for 10 or more years immediately preceding her/his retirement; or

15.1.1.2 who is on a disability retirement from the State Teachers Retirement System or the Public Employees Retirement System and who has rendered service to the District as a permanent or probationary worker with a normal work week of at least 20 hours for 10 or more years immediately preceding her/his retirement; or

15.1.1.3 who was hired before July 1, 1997, and has rendered service to the District as a permanent or probationary worker with a normal workweek of at least 20 hours for 20 or more years immediately preceding her or his resignation. If the worker qualifies under this subsection benefits shall be provided to the worker and her/his spouse or domestic partner only.

No absence from the service of the District under a leave of absence shall constitute a break in the continuity of service required by this section, nor shall any absence from service for 39 months or less because of layoff constitute a break in the continuity of service required by this section. However, time spent on a leave of absence without pay or in layoff status shall not count towards the service requirement prescribed by this section.

- 15.1.2 The benefits provided to eligible dependents pursuant to this section shall cease upon the death of the retired worker. However, a surviving spouse or domestic partner may continue to receive benefits under this section by prepaying the District quarterly for the full premium or its equivalent for all of the benefits provided.
- 15.1.3 Retired workers may change health benefit plans during a scheduled open enrollment period. This section shall not be construed as prohibiting any change in benefits or benefit plans as specified in Section 15.1.7.
- 15.1.4 It is the sole responsibility of the retired employee to satisfy the requirements of Medicare. Each retired worker and every eligible dependent shall, upon obtaining eligibility for Medicare, receive benefits under this section only in a manner that augments the benefits that the worker or dependent receives from Medicare. Failure to enroll in Medicare Part A and B shall disqualify the retired employee from receiving District paid benefits under the provisions of the *Agreement*. To be eligible for Standard Medicare Part B Premium, the retiree is required to submit proof of Medicare Part B payment in accordance with the District's established guidelines. This section shall not apply to retired employees or their eligible dependents whose social security status does not qualify them for Medicare benefits.
- 15.1.5 If a retired employee's eligible dependents receive benefits under any other health benefits plan, the benefits provided under the other plan shall be primary and the benefits provided under this section shall be secondary in accordance to health plan design.
- 15.1.6 To obtain the benefits provided under this section a worker shall complete all necessary enrollment forms with the Office of Human Resources before the last date of her/his employment with the District.
- 15.1.7 The benefits provided under this section shall remain subject to modification, revision, or termination by any future agreement negotiated between the Board and the exclusive representative for OE3.

15.2 **Health Insurance Benefits for Retirees Hired After July 1, 1997**

Benefits Bridge Program

Each retired employee, hired after July 1, 1997 who qualifies under this section, and qualifying spouse or domestic partner covered at the time of retirement, shall be eligible for the Benefits Bridge Program. The program is a contribution towards the payment for medical insurance benefits, prescription drug benefits, vision care benefits, and dental benefits as provided in this section and described in Article 18. The Benefits Bridge program is to cover the time between retirement and eligibility for Medicare coverage.

Once eligible for Medicare coverage, the contributions provided by the program shall cease.

15.2.1 A qualified employee is one:

- who is age 55 or older;
- who has retired from service from the State Teachers Retirement System or the Public Employees Retirement System (or who has applied for and is eligible to receive a service retirement from either of said retirement systems); and
- who has rendered service to the District as a permanent or probationary worker with a normal work week of at least 20 hours for 15 or more years immediately preceding his or her retirement.

No absence from the service of the District under a leave of absence shall constitute a break in the continuity of service required by this section, nor shall any absence from service for 39 months or less because of layoff constitute a break in the continuity of service required by this section. However, time spent on a leave of absence without pay or in layoff status shall not count towards the service requirement prescribed by this section.

15.2.2 The District agrees to contribute towards the payment of the worker's choice of health benefits premium a maximum of either 2.8% or 5.6% of Range 70, Step F of the salary schedule as follows:

15.2.2.1 If the retiree has no qualifying spouse or domestic partner at the time of retirement, the maximum amount of the benefit to be paid will be 2.8% of Range 70, Step F of the salary schedule.

15.2.2.2 If a retiree's qualifying spouse or domestic partner possesses medical benefit insurance in his/her own right as a primary insured, the maximum amount of the benefit to be paid will be 2.8% of Range 70, Step F of the salary schedule.

15.2.2.3 If the retiree is married or has a qualified domestic partner as of the date of retirement, and the spouse or domestic partner has no medical benefits coverage as a primary insured, the retiree will receive up to a maximum of 5.6% of Range 70, Step F of the salary schedule for the payment of medical insurance premiums for him/her self and his/her spouse/domestic partner

15.2.2.4 The Benefits Bridge Program ceases under the following conditions:

- a. Once the retired employee is eligible for Medicare coverage, the contributions provided by the program shall cease.
- b. If the retired employee is employed and that employment provides for medical benefit coverage, the contributions provided by the program shall cease.
- c. Once the retiree is ineligible for the Benefits Bridge Program, the contributions provided by the program shall cease for qualifying spouse or domestic partner.

15.2.3 Notwithstanding any other provision of this article, a worker eligible to receive retiree health insurance benefits under this article may be denied such benefits if it is established that the worker engaged in felonious criminal activity (1) involving District property or (2) involving students or persons employed by the District and said activity occurred on District premises."

ARTICLE 16 SAFETY

16.1 District Compliance

The District shall comply with all health, safety, fire and sanitation requirements imposed by state or federal law or applicable OSHA regulations. An officer who believes that a requirement is not being complied with should notify the Office of Risk Management.

16.2 No Discrimination

No officer shall be in any way discriminated against as a result of reporting to the District any condition believed to be in violation of Section 16.1 of this Article.

16.3 Officer Driving Record

16.3.1 An officer using a District vehicle on or off District property may be required to show on request by the department issuing the vehicle, a current valid California vehicle operator's permit.

16.3.2 In work assignments where an officer may be required to have use of a District vehicle on frequent occasions, an obligatory vehicle driving background check through the Department of Motor Vehicles will be required to assure that the individual is not presently on driver's suspension or has a recent history of traffic violations. The officer must authorize the record check through completion of a Driving Record Release form.

16.3.3 The driving record check is confidential and is maintained by the Office of Risk Management.

16.4 Health Services

Any injury occurring to an officer while on duty must be reported to the campus Health Services or Human Resources within 24 hours or Workers' Compensation claims may be denied.

ARTICLE 17
NO DISCRIMINATION

- 17.1 Neither the District nor the Association shall interfere with, intimidate, restrain, coerce, or discriminate against members of the bargaining unit because of the exercise of rights to engage in or refuse to engage in Association activities. The District shall not discriminate against a worker because of race, gender, political activity, sexual orientation, age, mental or physical disability or religion. Allegations of discrimination, which may be referred to a state or federal administrative agency, shall not be subject to the grievance procedure.

ARTICLE 18
MANAGEMENT RIGHTS

18.1 **Rights**

It is understood and agreed that the District has all the customary and usual rights, powers, functions, and authority to discharge its obligations. Any of the rights, powers, or authority which the District had prior to this *Agreement* is retained except as they are specifically abridged or modified by this *Agreement* or by any supplement to this *Agreement* arrived at through the process of collective bargaining.

ARTICLE 19 NEGOTIATIONS

19.1 Notification

If either part wishes to alter or amend this *Agreement*, it shall, not later than 120 days prior to the termination date set forth under Article 20 provide written notice and a proposal to the other party of said desire and the nature of the amendments. Such notice shall be made public according to PERB regulations.

19.2 Commencement of Negotiations

By mutual agreement, negotiations may begin at any time upon specific portion of this *Agreement*. If a request to commence negotiations is made by either party at any time within six months immediately preceding the expiration of this *Agreement*, as set forth in Article 20, negotiations shall commence within 30 days of the filing of the request.

19.3 Public Notice

Public notice shall be given of any reopening of negotiations upon all or any part of this *Agreement* and of any additional or changes in this *Agreement* that are ratified and signed by both parties.

19.4 Released Time for Negotiations

OE3 shall have the right to designate one member who shall be given a reasonable amount of released time to participate in negotiations.

19.5 Reopeners

With the exception of years when the entire *Agreement* is open for negotiation, either party may reopen negotiation on Article 6 (Pay and Allowances), Article 7 (Insurance) and one additional article of either party's choice.

ARTICLE 20
DURATION

20.1 **Length of Agreement**

This *Agreement* is effective January 1, 2013 and shall continue in effect through December 31, 2015 provided however, that either party may reopen negotiations as specified in Article 19 (Negotiations).



APPENDICES

APPENDIX A
POLICE OFFICER JOB DESCRIPTION

BASIC FUNCTION:

Under the direction of an assigned supervisor, provide police protection to the students, personnel, equipment and property of the District. Patrol an assigned area on foot or in a vehicle to investigate and prevent crime and enforce law and order; prepare and file accident and criminal reports and related police records.

REPRESENTATIVE DUTIES:

1. Patrol an assigned area of District properties and facilities on foot or in a vehicle on an assigned shift; provide police protection to the students, personnel, equipment and property of the District.
2. Prevent entry and detain unauthorized persons on grounds or in buildings. Investigate situations and disturbances as needed; pursue and apprehend individuals discovered committing crimes or suspected to have committed crimes against District personnel, pupils or property; perform arrests and transport suspects to appropriate local law enforcement agencies; assure compliance with established laws, rules and procedures.
3. Respond to suspicious activity, emergency situations, property damage and unlawful activity on District property; respond to calls involving thefts, disturbances, vandalism and malicious mischief; provide first aid as needed.
4. Prepare investigative, crime, follow-up and incident reports relating to observed violations; perform computerized investigation of car registration and various records.
5. Provide security at school functions; open and close schools for meetings.
6. Issue citations and control parking and safe movement of vehicles in parking areas as needed.
7. Inspect and monitor the security of doors, windows and gates.
8. Detect and report fire and safety hazards; respond to fire and burglar alarms; summon fire department personnel as needed.
9. Interview victims, suspects and witnesses; gather and preserve evidence; testify in court and present evidence as needed.
10. Perform other functions including dispatching, fingerprinting, traffic control, class lectures, line-ups, public relations and other functions as directed.

11. Operate a variety of police equipment including patrol car, two-way radio, firearms and various tools including, batons, handcuffs and others; operate a computer and other office equipment as assigned.
12. Provide information and respond to questions from students, staff and visitors.
13. Train and provide work direction to assigned staff.
14. Provide police protection for all persons and property.
15. Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

1. Methods and practices of effective law enforcement and investigation.
2. Applicable sections of the State Penal Code, State Education Code, Motor Vehicle Code,
3. Health and Safety Code and others as assigned.
4. Federal, State and local laws, rules and regulations related to assigned activities including evidence, search and seizure, arrests and others.
5. Crowd and traffic control techniques.
6. Use and maintenance of a firearm and proper operation of specialized equipment.
7. Vehicle operations and safe driving practices.
8. Multi-frequency/multi-jurisdiction radio operation.
9. Advanced record-keeping techniques related to police work.
10. Interpersonal skills using tact, patience and courtesy.
11. Technical aspects of field of specialty.

ABILITY TO:

1. Demonstrate understanding of, sensitivity to, and respect for the diverse academic, socio-economic, ethnic, cultural, disability, religious background and sexual orientation of community college students, faculty and staff.
2. Preserve and protect District property, personnel, students and the public.
3. Conduct investigations, make arrests and file criminal complaints and reports.
4. Observe activities accurately and remember names, faces, numbers, incidents and places.
5. Utilize and maintain firearms, baton and other equipment in a safe and proper manner.
6. Analyze situations accurately and adopt an effective course of action.
7. Patrol effectively, detecting and preventing problems and criminal activity.
8. Establish and maintain cooperative and effective working relationships with others.
9. Meet standards of physical endurance and agility established by the District.
10. Prepare accurate written reports.
11. Render first aid in emergency situations.
12. Communicate effectively both orally and in writing.

13. Comply with uniform regulations, laws, procedures and other regulations.
14. Observe legal and defensive driving practices.
15. Work independently with little direction.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: Twenty semester units of course work.

LICENSES AND OTHER REQUIREMENTS:

1. Completion of appropriate POST requirements including graduation from POST academy within the preceding 36 months.
2. Valid California driver's license.
3. Valid First Aid and CPR certificates.
4. Pass psychological and medical examinations, comprehensive background investigations, a physical agility test and appropriate written tests.
5. Minimum age 21 years.
6. Excellent moral character.

WORKING CONDITIONS:

ENVIRONMENT

1. Indoor and outdoor work environment
2. Substantial driving and walking, standing for extended periods of time
3. Adverse weather conditions

PHYSICAL ABILITIES:

1. Must meet all minimum standards as set by POST including, but not limited to:
 - a. Height and weight proportional
 - b. 20/100 vision without eyeglasses, correctable to 20/20. Normal color vision
2. Normal hearing, speaking
3. Dexterity adequate to carry out duties as required
4. Running or walking over rough or uneven surfaces
5. Bending at the waist, kneeling or crouching
6. Restraining / Subduing individuals
7. Sitting or standing for long periods of time
8. Lifting 50 pounds or more

HAZARDS

1. Contact with abusive or combative individuals
2. Possible fights and confrontations.
3. First responder to emergency scenes.

ADDITIONAL TESTING MAY INCLUDE:

1. Physical Agility Test
2. Oral Board Interview
3. In-depth Interview with Chief of Police
4. Medical Examination
5. Background Investigation
6. Written Test and/or assessment test
7. Psychological Evaluation
8. Polygraph evaluation

DATE APPROVED: July 2000

GRADE: 50

EEO-CATEGORY: H-70

**APPENDIX B
SALARY SCHEDULE**

Grade	Step	Annual Monthly Hourly	Step	Annual Monthly Hourly	Step	Annual Monthly Hourly	Step	Annual Monthly Hourly	Step	Annual Monthly Hourly	Step	Annual Monthly Hourly	Step	Annual Monthly Hourly
50	1	\$54,128.04	2	\$56,754.00	3	\$59,717.52	4	\$62,603.64	5	\$65,802.00	6	\$69,129.72	7	\$71,895.00
	1	\$4,510.67	2	\$4,729.50	3	\$4,976.46	4	\$5,216.97	5	\$5,483.50	6	\$5,760.81	7	\$5,991.25
	1	\$25.92	2	\$27.18	3	\$28.60	4	\$29.98	5	\$31.51	6	\$33.11	7	\$34.43

NOTES REGARDING TYPES OF EARNINGS:

Longevity Award: Longevity increments are awarded to acknowledge continued satisfactory performance with the District. The monthly increments are cumulative (and subject to proration) and will be paid at the completion of the officer's years of consecutive service as follows:

Eighth Year	\$130 per month
Thirteenth Year	\$140 per month
Eighteenth Year	\$150 per month
Twenty-Third Year	\$170 per month
Maximum	\$7,080 per year

Shift Differential Pay:

Swing Shift - A full time officer who has selected a shift which the hours worked extend after 9:00 p.m. shall be entitled to the swing shift differential of 4.5% of the officer's base pay.

Grave Shift - A full time officer who has selected a shift which the hours worked during the shift extend after 5:00 a.m. shall be entitled to the graveyard shift differential of 6% of the officer's base pay.

Weekend Shift - A full time officer who has selected a shift including a Saturday or Sunday shall be entitled to additional compensation of \$75 per month.

APPENDIX C
ELIGIBILITY CRITERIA FOR DOMESTIC PARTNERS

I. Definitions

Domestic Partnership. Domestic partners are two persons, each aged 18 or older, who have chosen to live together in a committed relationship, who are not legally allowed to marry in the state in which they reside, and who have agreed to be jointly responsible for living expenses incurred during the domestic partnership.

- Live Together. "Live together" means that two people share the same living quarters. Each partner must have the legal right, documented in writing, to possess the living quarters.
- Living Expenses. "Responsible for living expenses" means that the partners are jointly responsible for the common welfare and financial obligations of each other which are incurred during the domestic partnership.

II. Eligibility and Enrollment Criteria

- A. In order to enroll for coverage of the domestic partner, the employee and his or her domestic partner must complete, sign under penalty of perjury, and file with the District an affidavit attesting to their meeting eligibility requirements, as provided below.
- B. In order to be eligible for domestic partner coverage, the following criteria must be met:
1. The benefit must be one for which the employee's spouse would be eligible, if the employee were married.
 2. The employee and the non-employee must be domestic partners according to the definition in Section I above.
 3. Both members of the domestic partnership must have reached the age of 18 and be mentally competent to consent to contract.
 4. The employee and non-employee must be each other's sole domestic partner.
 5. Neither member of the domestic partnership may be married.

6. Neither member of the domestic partnership may have had another domestic partner within the previous six months, unless that domestic partnership terminated by death.
7. Neither of the partners is related to the other by blood as would prevent them from marrying under California law (i.e., parent, child, sibling, half-sibling, grandparent, grandchild, niece, nephew, aunt, uncle).
8. The domestic partners must share the same principal place of residence and intend to do so indefinitely. They must disclose the address of that residence.
9. The domestic partners must agree that they both are jointly responsible for the common welfare and financial obligations of each other which are incurred during the domestic partnership. The partners' practice need not be to contribute equally to the cost of the living expenses as long as they agree that both are responsible for the total cost.
10. The domestic partners must intend that the circumstances which render them eligible for enrollment will remain so indefinitely.
11. The domestic partners must acknowledge that they understand and agree that the employee domestic partner may make health plan and other benefit elections on behalf of the non-employee domestic partners.
12. The domestic partners must acknowledge that the District may require supportive documentation satisfactory to the District concerning any and all eligibility criteria. Such documentation may include but not be limited to: a deed showing joint ownership of property, a lease stating both partners' names as lessees, a joint bank account, or other similar documentation.
13. The domestic partners must acknowledge that they understand that in addition to the eligibility requirements of the District for domestic partner coverage, there are terms and conditions and limitations of coverage set forth in the offered benefit plans themselves. The domestic partners must agree that by executing the affidavit, each agrees to be bound by the terms and conditions of coverage of the plans.
14. The employee must acknowledge that he or she understands that under applicable federal and state tax law, District-provided benefits coverage of the non-employee domestic partner could result in imputed taxable income to the employee, subject to income tax withholding and applicable payroll taxes.
15. The domestic partners must agree to notify the District within 30 days if there is any change of circumstances attested to in their affidavit. The

notice is to be in the form of an amendment of their affidavit. The non-employee domestic partner must agree that the employee domestic partner may terminate the domestic partner benefits unilaterally, at any time, irrespective of the view of the non-employee. If the employee executes such an option, that employee shall notify the non-employee domestic partner as soon as possible that his or her benefits have been terminated and it shall be sole responsibility of that employee to make such notification.

16. The domestic partners must acknowledge that they understand that, if either has made a false statement regarding his or her qualification as a domestic partner or has failed to comply with the terms of the affidavit, the District shall have the absolute right to terminate any and all of the domestic partner's benefits in accordance with the eligibility procedures specified in the health benefits plan. Additionally, if the District suffers any loss thereby, the District may bring a civil action against either or both of the domestic partners to recover its losses, including reasonable attorney's fees and court costs.
17. The domestic partners must acknowledge that the District Administrator of any benefit plan at issue will be the sole and final judge of whether a domestic partner is qualified for benefits.

AFFIDAVIT FOR ENROLLMENT OF DOMESTIC PARTNERS

I, _____,
(print name of employee)

and

I, _____,
(print name of non-employee domestic partner)

certify that:

1. We are domestic partners of one another within the following definitions:

Definitions

Domestic Partnership. Domestic partners are two persons, each aged 18 or older, who have chosen to live together in a committed relationship, who are not legally allowed to marry in the state in which they reside, and who have agreed to be jointly responsible for living expenses incurred during the domestic partnership.

- **Live Together.** "Live together" means that two people share the same living quarters. Each partner must have the legal right, documented in writing, to possess the living quarters.
 - **Living Expenses.** "Responsible for living expenses" means that the partners are jointly responsible for the common welfare and financial obligations of each other which are incurred during the domestic partnership.
2. Each of us understands that in addition to meeting the definition of domestic partnership provided in Section I above, we must satisfy the additional eligibility criteria provided herein.
 3. We are both eighteen (18) years of age or older and are mentally competent to consent to contract.
 4. We are each other's sole domestic partner.
 5. Neither of us is married.
 6. Neither of us has been a member of another domestic partnership within the previous six (6) months, unless that domestic partnership terminated by death.
 7. Neither of us is related to the other by blood as would prevent us from marrying under California law (i.e., parent, child, sibling, half-sibling, grandparent, grandchild, niece, nephew, aunt, uncle).

8. We share the same principal place of residence and we intend to do so indefinitely. Currently the address of our principal place of residence is:

9. By signing this Affidavit for enrollment of a Domestic Partner for District benefits, we agree that we both are jointly responsible for the common welfare and financial obligations of each other which are incurred during the domestic partnership. We understand that our practice need not be to contribute equally to the cost of our living expenses but we agree that both of us are responsible for the total cost.
10. Each of us intends that the circumstances which render us eligible for enrollment will remain so indefinitely.
11. Each of us understands and agrees that the employee domestic partner may make health plan and other benefits elections on behalf of the non-employee domestic partner.
12. Each of us understands and agrees that the District may in its discretion; require supportive documentation satisfactory to the District concerning the eligibility criteria and assertions herein. Such documentation may include but not be limited to: a deed showing joint ownership of property, a lease stating both partners' names as lessees, a joint bank account, or other similar documentation.
13. Each of us understands that, in addition to the eligibility requirements of the District for domestic partner coverage, there are terms and conditions and limitations of coverage and eligibility criteria set forth in the offered benefit plans themselves. We understand that we are also bound by the terms of these policies and agreements.
14. Each of us understands that under applicable federal and state tax law, District-provided benefits coverage of the non-employee domestic partner could result in imputed taxable income to the employee, subject to income tax withholding and applicable payroll taxes.
15. Each of us agrees that if there is any change of circumstances attested to in this affidavit, we will, within thirty (30) days of such change of circumstances, file an amendment of this affidavit. The non-employee domestic partner agrees that the employee domestic partner may terminate the domestic partner benefits unilaterally, at any time, irrespective of the view of the non-employee. If the employee-domestic partner executes such an option, the employee shall notify the non-employee domestic partner as soon as possible that his or her benefits have been terminated and it shall be the sole responsibility of that employee to make such notification.
16. Each of us understands that if either of us has made a false statement regarding his or her qualifications as a domestic partner or has failed to comply with the terms of the Affidavit, the District shall have the absolute right to terminate any and all of the domestic partner's benefits in accordance with the eligibility procedures specified in the health benefits plan. Additionally, if the District suffers any loss thereby, the District may bring a civil action against either or both of the domestic partners to recover its losses, including reasonable attorneys' fees and court costs.

- 17. Each of us understands and agrees that the District Administrator of any benefit plan at issue shall be the sole judge of determining whether we qualify as domestic partners.
- 18. Each of us declares under penalty of perjury under the laws of the State of California that the assertions in this Affidavit are true and correct.

Signature of Employee

Date of Birth

Signature of Non-Employee
Domestic Partner

Date of Birth

State of California)
) ss.
County of Santa Clara)

On this _____ day of _____,
in the year _____, before
me, _____,
a Notary Public, State of California, duly
commissioned and sworn, personally appeared
_____ personally
known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s) whose
name(s) _____
subscribed to the within instrument and
acknowledged to me that _____ he _____
executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on
the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC, STATE OF CALIFORNIA

My commission expires:

APPENDIX D
FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT

Policy

In compliance with the Family Medical Leave Act (FMLA) and the California Family Rights Act, eligible District employees may take unpaid leave of up to 12 weeks for qualified medical and family reasons. The purpose of the Family Medical Leave Act is to provide employees reasonable leave to care for an eligible family member, or the employee himself or herself, in the event of a serious medical condition, or to enable the employee to care for a child within one year of the child's adoption or receipt into foster care. While on leave, employees are entitled to District paid benefits.

Note

Family Medical Leave runs concurrently with other applicable leaves. This means that the leave is granted only to ensure a total of 12 weeks of leave with benefits for certain qualifying events (see below). For example, if an employee has paid personal necessity leave of one week available, the Family Medical Leave will be for an additional 11 weeks, making a total of 12 weeks of leave in any 12 month period.

Eligibility

Full-time or part-time employees are eligible for this leave that have been employed for more than 12 months with the District and have worked at least 1,250 hours in the 12-month period prior to the date the leave begins.

Qualifying Events for Purpose of Family Medical Leave

The conditions for which Family Medical Leave may be taken are:

1. birth or adoption of a child, or the receipt of a child into foster care, within one year of such birth or placement, or
2. the employee's own serious health condition that makes the employee unable to work at all or unable to perform essential job functions, or
3. a serious health condition of an employee's child, spouse, parent or member of the immediate household, which requires the employee to care for the family member.

A serious health condition means an illness, injury, impairment, or physical or mental condition which involves either inpatient care or continuing treatment or supervision by a health care provider.

Eligible Child

An eligible child is defined as:

1. a biological, adopted or foster child, a stepchild, or a legal ward under the age of 18, or
2. an adult dependent child over the age of 18 who is incapable of self-help due to a mental or physical disability, or
3. a child under 18 who is treated as the employee's child or for whom the employee has been "in loco parentis."

Applications for Leave

A request for Family Medical Leave must be made in writing by completing the Family Medical Leave application form. The application must be submitted to the employee's administrator and then forwarded to the Office of Human Resources at least thirty days before the requested start of the leave unless the reason for the leave is due to an emergency, in which case the request must be made immediately. The completed application must state the reason for the leave and the beginning and ending dates of the leave.

Conditions of Leave

1. An employee who requests medical leave for his or her own serious health condition is required to use all accrued paid leave, including vacation time, sick leave and extended sick leave if applicable concurrently with the Family Medical Leave Act leave. Because Family Medical Leave is limited to twelve workweeks, it is unlikely that an employee will run out of extended sick leave within the duration of this leave.
2. An employee who requests Family Medical Leave to care for his or her spouse, child, parent or member of the immediate household with a serious medical condition must first use all available paid leave, including vacation time and personal necessity and then sick leave to the extent allowed in the employee's relevant bargaining unit agreement for care of family members. At the exhaustion of all paid leaves, the remainder of the leave - up to a maximum of twelve weeks - will be unpaid.
3. Leave taken because of the serious health condition of an employee, spouse, child, parent or member of the immediate household may be taken intermittently or on a reduced medical schedule when medically necessary. Leave may be counted in full or partial days or full or partial weeks. Such intermittent or reduced time schedule leave may require the employee to transfer temporarily to another position. Leave taken because of the birth or placement of a child may not be taken intermittently or on a reduced schedule leave unless expressly approved by the Director of Human Resources.
4. While in unpaid status under Family Medical Leave, an employee will not accrue additional benefits such as sick leave, vacation, or seniority. However, Family Medical

Leave is counted as active work status for the purposes of pension vesting or eligibility in pension plans.

5. If both a husband and wife work for the District, their leave is limited to a combination of twelve weeks for the qualifying event of a birth, adoption, or foster care placement.

Medical Certification Statement

An application for leave based on the serious health condition of the employee or the employee's spouse, child, parent or member of the immediate household must be accompanied by a Medical Certification Statement completed by a health care provider. The certification must state the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts regarding the condition. If leave is for the care of a family member, it should also estimate the amount of time that the employee will be needed to care for the patient. If leave is for the employee's own health condition, certification should also state that the employee is unable to perform the functions of his or her own position. The District may require the employee to obtain a second medical opinion at District expense. If the two medical opinions conflict, the opinion of a third medical provider, approved jointly by the employee and the District, may be required at District expense, and the third opinion will be final and binding. If additional leave is requested beyond the period stated in the certification, the District may require recertification in accordance with these procedures.

Return From or Failure To Return From Leave

The employee is expected to return to work on the date stated in the application for leave. If the employee wishes to return earlier, both the employee's administrator and the office of Human Resources should be notified at least 5 days before the employee's planned return. Failure to return from leave without notification may be construed as an abandonment of the employee's position. The District will require a certification that the employee is physically able to return to work upon return from leave due to the employee's own serious health condition. However, if an employee returning from Family Medical Leave due to his or her own serious medical condition is unable to perform the essential functions of his or her job because of a physical or mental condition, the Americans with Disabilities Act may govern.

Reinstatement Rights

Unless considered a "key" employee, an employee on Family Medical Leave is entitled to be returned to the same position held prior to the leave, if still available, or to a comparable position with equivalent pay, benefits, if applicable, and other terms and conditions of employment, subject to provisions of the contract with the relevant bargaining unit. A "key" employee is one who is among the highest paid 10% of the District's employees and whose reinstatement would cause substantial economic injury to the district's operations. An employee on Family Medical Leave will not suffer the loss of any other employment benefit that the employee earned or was entitled to before using the leave.

Health Care Benefits (if applicable):

District paid benefits will continue during the period of Family Medical Leave. If the employee does not return from leave for a reason other than continuation or recurrence of the serious health condition that entitled the employee to leave in the first place and employment is terminated, the District can recover the cost of the health care premiums from the employee.

Coordination with Pregnancy Disability Leave

Family Medical Leave is separate and distinct from disability leave for pregnant employees. Pregnant employees may be entitled to a disability leave in addition to the Family Medical Leave.

An eligible employee may be entitled to take a pregnancy disability leave of up to four months and a Family Medical Leave of up to twelve weeks for a combination of approximately seven months.

Reference

The Family Medical Leave Act became effective on August 5, 1993.

The California Family Rights Act was amended by AB 1460 to conform the state law to the federal Family Medical Leave Act. These amendments were effective on October 5, 1993.

APPLICATION FOR FAMILY MEDICAL LEAVE/CFRA

NAME: _____ DIVISION: _____

CAMPUS: _____

Beginning Date of Leave: _____ Ending Date of Leave: _____

Reason for Leave (check one):

- ___ a) birth or adoption of a child, or the receipt of a child into foster care, within one year of such birth or placement, or
- ___ b) the employee's own serious health condition that makes it impossible to perform essential job functions, or
- ___ c) a serious health condition of an employee's eligible child, spouse, parent or member of the immediate household, which requires the employee to care for the family member.

Explanation (if necessary): _____

A leave request based on an employee's serious health condition or the serious health condition of an employee's spouse, child, parent or member of the immediate household must be accompanied by a verifying medical certification from a physician.

I hereby authorize the Foothill-De Anza Community College District Office of Human Resources to contact my physician to verify the reason for my requested leave or for any other information concerning my requested Family Medical Leave.

I concur with the terms and conditions of the leave and understand that it will be my obligation to return to District employment on the working day following the ending date of the leave. I am aware that failure to return from leave may be construed as abandonment of the employee's position.

Signature of Employee

Date

Approved Rejected

Administrator

Date

Director of Human Resources

Date

APPENDIX E
DONATION OF SICK LEAVE PLEDGE FORM

In accordance with Article 10.12 of the *Agreement* between OE3 and the District, I hereby authorize the following sick leave donation to (please type or print):

Name: _____

Campus: _____

Division: _____

I understand that I must retain a minimum of 60 days (480.00 hours) of sick leave and that I must donate sick leave in not less than 8-hour increments.

DONATING EMPLOYEE INFORMATION: (Please type or print)

Name: _____ CWID _____

Campus: _____ Division: _____

Number of sick leave hours being donated: _____ Anonymous Donation

Effective date of sick leave transfer: _____

Donating Employee's Signature: _____ Date: _____

Return This Form To:
Office of Human Resources
Foothill-De Anza Community College District
12345 El Monte Road, Los Altos Hills, CA 94022

For Office Use Only (initials of processor)

_____ Criteria Met _____ Balance of **donor's** sick leave before donation _____ Criteria Not Met

_____ Sufficient verification of certification for eligibility of **donee** _____ Not Sufficient

Donor's sick leave balance **decreased** to _____ hours by _____ effective _____

Donee's sick leave balance **increased** to _____ hours by _____ effective _____

Copy to Payroll Services on _____ by _____

APPENDIX F
APPLICATION FOR STAFF DEVELOPMENT LEAVE

1. Obtain application and return to the Department of Human Resources, an application for Classified Staff Development Leave before December 15.
2. Included with the application must be a detailed plan of activities and two (2) recommendations, one from the immediate supervisor and the other from the appropriate administrator.
3. The application shall then be forwarded to the Classified Staff Development Leave Committee for recommendation.
4. If at anytime plans or the leave change, the officer shall, as soon as feasible, notify the Director of Human Resources.
5. If the leave is granted, the officer must agree in writing to render, upon return from leave, two (2) month of service to the District for every month of leave.
6. The officer shall file a written report of the activities of the leave within thirty (30) days after return from leave.

APPLICATION FOR STAFF DEVELOPMENT LEAVE

For details, see Article 10.13 of the *Agreement* between the Board of Trustees and OE3.

Name _____

Date of first employment as a contract employee _____

Date of most recent Staff Development Leave _____

Length of leave requested _____ months. _____

I request a Staff Development Leave from my position as _____
(job title)

from _____ through _____
(starting date) (ending date)

I plan to use this Staff Development Leave, if granted by the Board of Trustees, to: _____

If you plan to enroll in school, give the name of the school, a list of courses with course descriptions by academic term and the number of units of credit for each. Use the attached activity summary page for this purpose.

I believe this Staff Development Leave activity will benefit my development as a District employee and, consequently, the District by accomplishing the following objectives:

Additional Comments or details about leave activities:

Summary Page Completed

Date

Applicant's Signature

Staff Development Leave Activity Summary

Name of School _____

1st Quarter (or Semester)

Starting Date _____ Ending Date _____

<u>Course Title</u>	<u>Units</u>	<u>Non-Coursework Activities</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

2nd Quarter (or Semester)

Starting Date _____ Ending Date _____

<u>Course Title</u>	<u>Units</u>	<u>Non-Coursework Activities</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

3rd Quarter (or Semester)

Starting Date _____ Ending Date _____

<u>Course Title</u>	<u>Units</u>	<u>Non-Coursework Activities</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Attach course descriptions.
(Attach additional pages if necessary)

Staff Development Leave Activity Summary
(continued)

Administrator's recommendation: _____

Date: _____ Administrator's Signature: _____

Date: _____ President's/Chancellor's Signature: _____

Committee's recommendation: _____

Date: _____

Conditions of Leave Approval

Reporting requirements: _____

Deliverables: _____

Reporting requirements: _____

Board Approval _____ Denial _____ Date _____

Date Received in District Personnel _____ Processed by _____

**APPENDIX G
NOTICE OF GRIEVANCE FORM**

Grievant's Name: _____

Address: _____
(Street) (City) (Zip)

Home Phone: _____ Work Phone: _____ Ext. _____

Site: _____

Department: _____ Classification: _____

Dept: _____ Immediate Supervisor: _____

Approximate Date Grievance Occurred: _____

1. STATEMENT OF GRIEVANCE (Be specific. What happened and where?):

2. WITH WHOM IS GRIEVANCE FILED: _____

3. MEMORANDUM, RULE, LAW, REGULATION, POLICY VIOLATED, IMPROPERLY INTERPRETED OR MISAPPLIED, OR ANY OTHER RULE, REGULATION, POLICY OR SECTION OF THE AGREEMENT APPLICABLE TO SAID ACT, INCLUDING BUT NOT LIMITED TO:

4. CORRECTIVE REMEDY: _____

5. INFORMAL ATTEMPT TO RESOLUTION: _____

GRIEVANT: _____ DATE: _____

STEWARD: _____ DATE: _____

UNION REPRESENTATIVE: _____ DATE: _____

EMPLOYER COPY RECEIVED BY: _____ DATE: _____
 (Give copies to: Grievant and Union)

FIRST LEVEL OF REVIEW

(File with supervisor/administrator, copies to Director, Human Resources and Union Representative)

1. To be completed by grievant:

Request for conference: () Yes () No

Designation of representative: () Yes () No

Name of representative: _____

Grievant's signature: _____

2. To be completed by immediate supervisor/administrator:

Date grievance was filed: _____

Immediate supervisor's decision and reason(s) for decision: _____

Immediate supervisor's signature: _____ Date: _____

SECOND LEVEL OF REVIEW

(File with second level administrator, copies to Director, Human Resources and Union Representative)

1. To be completed by grievant:

Request for conference: () Yes () No

Name of representative (if different from first level): _____

Grievant's signature: _____

2. To be completed by Manager:

Date grievance was filed at second level: _____

Decision of Administrator, and reason(s) for decision: _____

Administrator's signature: _____ Date: _____

REQUEST FOR ARBITRATION (File with Director, Human Resources)

Grievant's signature: _____ Date: _____

Signature of authorized representative of Operating Engineers, Local 3: _____