



COLLECTIVE BARGAINING AGREEMENT

July 1st, 2023 – June 30th, 2026



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PREAMBLE

This is an agreement made and entered into the 22nd day of May 2024, between the San Bernardino Community College District, hereinafter referred to as DISTRICT, and the San Bernardino Community College District Police Officer Association, hereinafter referred to as ASSOCIATION.

Reference to the PARTIES shall include both the DISTRICT and the ASSOCIATION.

Reference to “day(s)” shall mean a business day, defined as a weekday (Monday – Friday) with the exception of DISTRICT holidays as identified in the DISTRICT’S Non-Academic Calendar (click [here](#) for Non-Academic Calendar), unless otherwise referred to as a calendar day(s).

ARTICLE 1: RECOGNITION

- 1.1 **ACKNOWLEDGEMENT.** The DISTRICT recognizes the ASSOCIATION as the exclusive representative for all sworn college school police officers (“unit members”) except those positions identified as management and non-sworn employees. Excluded are all other employees.
- 1.2 The DISTRICT agrees to adhere to Education Code Section 88003.1 and the ASSOCIATION retains the right to negotiate.
 - 1.2.1 The contract does not cause the displacement of DISTRICT unit members. The term “displacement” includes layoff, demotion, involuntary transfer to a new classification, involuntary transfer to a new location requiring a change of residence, and time base reductions. Displacement does not include changes in shifts or days off, nor does it include reassignment to other positions within the same classification and general location or employment with the contractor, so long as wages and benefits are comparable to those paid by the school DISTRICT.

ARTICLE 2: MANAGEMENT RIGHTS

- 2.1 It is understood and agreed that the DISTRICT retains all of its powers and authority to direct, manage, and control its operation as specified by and to the full extent of the law, except as specified in this Agreement.
- 2.2 Included in, but not limited to, those duties and powers are the exclusive right to:
- a. Determine the times and hours of operation;
 - b. Determine the kinds and levels of services to be provided, and the methods and means of providing them (see Article 1);
 - c. Establish the educational policies, goals and objectives;
 - d. Ensure the rights and educational opportunities of students;
 - e. Determine staffing patterns;
 - f. Determine the number and kind of personnel required;
 - g. Direct the work of unit members;
 - h. Maintain the efficiency of DISTRICT operations;
 - i. Determine the curriculum;
 - j. Build, move, or modify buildings and facilities;
 - k. Establish budget procedures and determine budgetary allocation;
 - l. Determine the methods of raising revenue; and
 - m. Determine the level of safety standards to comply with Federal and State requirements.

The DISTRICT also retains the right to hire, classify/reclassify, evaluate, promote, layoff, terminate, and discipline unit members.

- 2.3 The DISTRICT retains its right to amend, modify, or rescind policies and practices set forth in this Agreement in cases of emergency and to determine when an emergency exists. For the purpose of this Article, the term “emergency” shall mean a situation which could not have been reasonably foreseen and which when not acted upon might incur loss of life or limb or serious damage to property such as a natural disaster, conflagration, epidemic, or work stoppage.
- 2.4 The exercise of these powers, rights, authority, duties, and responsibilities shall be directed by the DISTRICT; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.
- 2.5 The exercise of any right reserved to the DISTRICT in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the DISTRICT’s right to preclude the DISTRICT from executing the right in a different manner.

2.6 The ASSOCIATION, on behalf of its unit members, agrees that it will not cause, encourage, participate in, or support any strike, boycotting, or work stoppage, or refuse to render services or to work at any time during the term of this Agreement. In the event of a violation of this section by the ASSOCIATION and/or the unit members, the DISTRICT may, in addition to other remedies, discipline such unit members up to and including discharge. Unit members shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, work stoppage, or other interruption of work.

ARTICLE 3: NON DISCRIMINATION

- 3.1 Refer to DISTRICT Discrimination and Harassment policy (click [here](#) for policy).
- 3.2 The San Bernardino Community College District complies with all State and Federal rules and regulations and does not discriminate on the basis of race, color, national origin, gender, or disability. This holds true for all DISTRICT employment and opportunities. Harassment of any employee/student with regard to race, color, national origin, gender, or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to the DISTRICT's Title IX Officer and/or Section 504/ADA Coordinator. The Title IX Officer and/or Section 504/ADA Coordinator is the Vice Chancellor of Human Resources, or designee, Office of Human Resources, 550 E Hospitality Lane Suite 200, San Bernardino, CA 92408, (909) 388-6950.
- 3.3 It is understood and agreed that neither the DISTRICT nor the ASSOCIATION shall discriminate against any unit member because of rights guaranteed by the Educational Employment Relations Act. Such discrimination is subject to unfair practice procedures and shall not be grievable under Article 18 of this Agreement.

ARTICLE 4: DUES AND ORGANIZATIONAL SECURITY

4.1 PROVISIONS.

4.1.1 The DISTRICT shall deduct ASSOCIATION membership dues and any other agreed-upon payroll deduction to the extent permitted by law from the pay of each unit member in accordance with the procedures set forth herein.

4.2 DUES DEDUCTION.

4.2.1 The ASSOCIATION has the sole and exclusive right to have unit member organization membership dues and service fees deducted by the DISTRICT for unit members.

4.2.2 Employees shall communicate their request to begin or cancel membership deductions to the ASSOCIATION and the ASSOCIATION shall inform the DISTRICT. Dues paying unit members who have affirmatively consented to or authorized dues deductions shall be entitled to have dues deducted by signing and filing with the ASSOCIATION an authorization form provided by the ASSOCIATION. The ASSOCIATION will notify the DISTRICT of the unit member's name and amount of dues to be withheld.

4.2.3 The DISTRICT agrees to direct each unit member to the ASSOCIATION with regard to any questions or concerns related to membership dues or any other mutually agree upon payroll deduction.

4.2.4 The ASSOCIATION is responsible for providing the DISTRICT with timely information regarding changes to unit member's dues and any other lawful ASSOCIATION related payroll deductions.

4.2.5 Dues withheld by the DISTRICT shall be transmitted monthly to the ASSOCIATION officer designated in writing by the ASSOCIATION as the person authorized to receive the funds, at the address specified.

4.2.6 If dues deduction would result in a negative balance for an unit member, the dues will not be withheld, and the ASSOCIATION will be notified.

4.2.7 The ASSOCIATION shall refund to the DISTRICT any amounts paid to it in error upon presentation of supporting evidence. The DISTRICT will pay to the ASSOCIATION any amounts which were not deducted in accordance with the procedures prescribed in this section.

4.2.8 The DISTRICT shall make payroll deductions in reliance on the ASSOCIATION's certification that the ASSOCIATION has and will maintain an authorization signed

by each unit member who affirmatively consents to pay ASSOCIATION membership dues. Similarly, the DISTRICT shall only cancel or modify membership dues or any other mutually agreed payroll deduction for any unit member in reliance on information provided by the ASSOCIATION to the extent permitted by law.

4.2.9 The DISTRICT shall not request the ASSOCIATION to provide a copy of any unit member's authorization unless a dispute arises about the existence or terms of the authorization.

4.2.10 The ASSOCIATION shall indemnify, defend, protect and hold harmless the DISTRICT and its elected and appointed officials, officers, employees, officers and agents (collectively hereafter the "Indemnitees") from and against any and all claims, liabilities, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, judgments, costs, and expenses arising from the application of this section, including, but not limited to, any claims made by unit members for the return of membership dues deductions the DISTRICT made in reliance on the ASSOCIATION's certification, and any claims made by any unit members for any deduction cancellation or modification the DISTRICT made in reliance on the information provided by the ASSOCIATION.

ARTICLE 5: RIGHTS OF ASSOCIATION AND MEMBERS

- 5.1 Nothing in this Agreement shall be construed to deny or restrict any unit member's rights provided under the Educational Employment Relations Act or other applicable State Laws and Regulations. The PARTIES recognize the right of unit members to join and participate in the legal activities of the ASSOCIATION, and the alternative right of unit members not to join the ASSOCIATION and participate in such activities.
- 5.2 The ASSOCIATION shall have the following rights in addition to any rights contained in other portions of this Agreement pursuant to the following:
- 5.2.1 **ACCESS TO EMPLOYEE WORK AREA.** A reasonable number of ASSOCIATION representatives shall have the right to access the areas in which unit members work during non-duty hours, such as lunch and rest periods, provided there is no undue interference with DISTRICT operations.
- 5.2.2 **COMMUNICATION WITH MEMBERS.** The ASSOCIATION may use boards, mailboxes, and other means of communication subject to reasonable regulations by the DISTRICT. Prior to posting on bulletin boards, a copy of the communication shall be furnished to the DISTRICT. All terms to be posted shall bear the date of posting and the name and authorization of the ASSOCIATION and shall be removed by the ASSOCIATION when applicability ceases.
- 5.2.3 **USE OF DISTRICT FACILITIES.** The ASSOCIATION shall have the right to use designated DISTRICT facilities, equipment and buildings during non-duty hours, provided that advance permission is secured from the appropriate site administrator and all costs of materials are borne by the ASSOCIATION, unless waived by the Chancellor or designee.
- 5.2.4 **COPIES OF THE CONTRACT.** The DISTRICT shall maintain this Agreement on the DISTRICT's website in order to provide access to all unit members.
- 5.2.5 **FINANCIAL INFORMATION.** Upon request by the ASSOCIATION, the DISTRICT shall make available to the ASSOCIATION all public documents relating to finances which are relevant to the representation of the bargaining unit, after adoption by the Board of Trustees.
- 5.2.6 **PAID RELEASE TIME.** All requests for ASSOCIATION release time in this Article require the ASSOCIATION to provide written notice to the Chief of Police and the Vice Chancellor of Human Resources via e-mail no less than ten (10) days in advance, when possible, prior to the requested release time.
- 5.2.6.1 **RELEASE TIME FOR ASSOCIATION BUSINESS.** The President of the ASSOCIATION or designee shall be granted one-hundred (100) hours of

paid release time per fiscal year to be used for ASSOCIATION business. The President of the ASSOCIATION will be allowed to designate unit members other than the President to use portions of this allocation. The DISTRICT shall provide the ASSOCIATION release time subject to the following requirements:

- a. Any hours beyond the one-hundred (100) hours require approval of the DISTRICT and will require the unit member to use their personal leave(s) for those hours.
- b. The Chief of Police will have the discretion to restrict attendance for safety/shift coverage reasons.
- c. Any hours used by unit members as ASSOCIATION Paid Release Time shall be noted as "ART" on the unit member's work report.

5.2.6.2 Release time for statutory representational time, such as negotiations, mediation, disciplinary meetings and attendance at grievance hearings shall not be charged against time as described in 5.2.6.1.

5.2.6.3 Individual unit members may not use more than five (5) ASSOCIATION leave days per fiscal year.

5.2.6.4 The DISTRICT shall allow two (2) ASSOCIATION members paid time off to take a maximum of five (5) days, if necessary, to attend POA Leadership Training sponsored by Peace Officer Research Association of California (PORAC) Legal Defense Fund (LDF) Panel Attorneys. The days for this training shall not count against the maximum number of hours as described above. Out of state training/travel must receive specific approval from the Chancellor or designee. The DISTRICT shall provide the ASSOCIATION this release time subject to the following requirements:

- a. The Chief of Police will have the discretion to restrict attendance for safety/shift coverage reasons.
- b. Any hours used by unit members as Leadership Training Paid Release Time shall be noted as "LRT" on the unit member's work report.

5.2.6.5 **RELEASE TIME FOR GRIEVANCE PROCESSING.** Reasonable paid time shall be used by the ASSOCIATION for grievance investigation or preparation. The DISTRICT shall provide the ASSOCIATION this release time subject to the following requirements:

- a. An authorized ASSOCIATION officer or representative shall be released from their regular work duties, with pay, when grievance resolution meetings are scheduled during regular working hours.

- b. The Chief of Police will have the discretion to restrict attendance for safety/shift coverage reasons.
- c. Any hours used by unit members as Release Time for Grievance Processing shall be noted as “GRT” on the unit member’s work report.

5.2.6.6 RELEASE TIME FOR NEGOTIATIONS PROCESSING. The ASSOCIATION shall have the right to designate two (2) unit members who shall be given reasonable time without loss of compensation to prepare for and participate in matters of employer-employee relations. In addition, each ASSOCIATION negotiations unit member will receive reasonable time for travel to and from the negotiations site and shall receive five (5) hours per week to work on proposals and/or counterproposals, not to include travel and scheduled break times. Additional time may be requested through the Vice Chancellor of Human Resources. The ASSOCIATION may designate additional unit members under this provision for the ASSOCIATION ratification processes for tentative agreements agreed to with the DISTRICT. The DISTRICT shall provide the ASSOCIATION this release time subject to the following requirements:

- a. The Chief of Police will have the discretion to restrict attendance for safety/shift coverage reasons.
- b. Any hours used by unit members as Release Time for Negotiations Processing shall be noted as “NRT” on the unit member’s work report.

5.2.6.7 RELEASE TIME FOR NEW HIRE EMPLOYEE ORIENTATION. Reasonable paid release time shall be used by the ASSOCIATION for the purpose of preparing and presenting information on POA membership at new hire employee orientations. When possible, an ASSOCIATION representative(s) will be designated by the President to attend the DISTRICT scheduled orientation to be conducted. The DISTRICT shall provide the ASSOCIATION this release time subject to the following requirements:

- a. The Chief of Police will have the discretion to restrict attendance for safety/shift coverage reasons.
- b. Any hours used by unit members as Release Time for New Hire Employee Orientation shall be noted as “NEO” on the unit member’s work report.

ARTICLE 6: HOURS OF WORK & OVERTIME

6.1 **WORK YEAR.** The standard work year for full-time unit members shall be 260 working days. Any year that exceeds the standard 260 working days (e.g. 261 or 262), the DISTRICT will calendar the additional day(s) as non-contract day(s) before or after the Winter Recess period outlined in Article 12. During such years, the DISTRICT will provide notification to the ASSOCIATION on or before July 1st of the fiscal year affected.

6.2 **WORK PERIOD.** The regular work period for unit members covered by this agreement shall consist of 80 hours in a 14-day period which may consist of 12-hour, 10-hour, 9-hour, or 8-hour work shifts.

6.2.1 **WORKWEEK.** The regular workweek of unit members shall be on consecutive days Sunday through Saturday. Each unit member's workweek may begin on any day during the week. The beginning of the unit member's workweek shall be used to determine eligibility for overtime pay or compensatory time off. Unit members shall be scheduled consecutive days off except in the case of shift rotation/change where consecutive days off are not guaranteed. The day of the week that the unit members begin their workweek is subject to change with each departmental work shift rotation.

The DISTRICT and ASSOCIATION agree to delay the implementation of the 7-day workweek outlined in section 6.2.1 to a future date ("New Implementation Date") that will be determined at the sole discretion of the DISTRICT. The DISTRICT shall be required to provide the ASSOCIATION with no less than sixty (60) calendar days' notice prior to the shift bidding process for the next work shift rotation which includes the 7-day workweek.

6.2.2 **WORKDAY.** The length of the workday shall be designated by the DISTRICT for each classified assignment in accordance with the provisions set forth in this Agreement. Each unit member shall be assigned a fixed, regular, and ascertainable minimum number of hours.

6.3 **ALTERNATIVE WORK SCHEDULE.** The DISTRICT has the right to assign alternative schedules in the best interest of the Department. These schedules include, but are not limited to: Five-Eight Workweek (5/8 schedule); Four-Ten Workweek (4/10 Schedule); Nine-Day, Eighty Hour Schedule (9/80 Schedule); or Three-Twelve Workweek (3/12 Schedule).

6.3.1 Where, in the exclusive opinion of the Chief of Police, minimum staffing has fallen below safe and effective levels, and to a point where an alternative work schedule is no longer feasible or operational needs of the Department are not consistent with an alternative work schedule, the DISTRICT reserves the right to change to an eight (8) hours per day schedule. However, the Chief of Police or designee shall

provide at least fourteen (14) calendar days' notice to the unit members prior to changing their shift. The ASSOCIATION shall have the right to confer on any shift changes pursuant to section 6.3.1.

6.4 **WORK SHIFT ROTATION.** Work shift schedules shall be developed approximately every four (4) months. On or about the first week in December, April, and August, unit members will bid for their desired shift for consideration of the shift rotation for the next four (4) months. The Chief of Police or designee shall post the shifts necessary for the following rotation noting the days normally scheduled for work and days scheduled off and shall not encompass site location. The posting shall remain in place for up to seven (7) days, at which time it will be published. New shift rotations will begin starting the first full work week in January, May and September. For the purpose of this Agreement, the following conditions shall apply:

6.4.1 **SHIFT BIDDING.** Shift bidding will be done based on classification seniority, except in circumstances where the Chief of Police determines that, due to the assignment of a probationary unit member, a different distribution of unit members assigned is necessary to meet the reasonable operating needs of the Department. Additionally, between shift rotations, the Chief of Police may, for a good cause and reasonable operating needs of the Department, reassign unit members to different shifts. The DISTRICT will attempt to minimize the movement of members' seniority based on shift picking due to the placement of probationary officers.

6.4.1.1 **EQUAL SENIORITY.** If two (2) or more unit members have equal seniority within the classification, priority shall be given to the unit member with the greater overall DISTRICT seniority (length of time employed by the DISTRICT as a contract employee). If seniority is still equal, priority shall be given to the unit member with the greater overall sworn law enforcement seniority (length of time employed by a POST agency as a sworn peace officer). If seniority is still equal, determination shall be made within the first six (6) months of hire date by a drawing of numbers conducted by the Office of Human Resources in the presence of the ASSOCIATION President or their designee.

6.4.2 **SHIFT SELECTION.** Unit members may work two (2) consecutive work shift rotations and then will be required to select a different rotation based on the beginning of watch and end of watch times, i.e., unit members who work two (2) consecutive Day Shifts will be required to work a Graveyard Shift the following shift rotation and vice versa.

6.4.3 **SHIFT TRADE.** Unit members may agree solely with their option, but with the advance written approval of their supervisor, to substitute for one another during scheduled hours of work. To allow adequate time for processing, shift trade

requests shall be submitted for approval on the Shift Trade Request Form (accessible on the DISTRICT intranet), at least seventy-two (72) hours in advance. Both unit members and the supervisor must approve of and sign the Shift Trade Request Form which shall then be submitted to the Office of Human Resources. Substitutions may be denied by a supervisor on a case-by-case basis due to operational or training needs, overtime, or other scheduling impacts.

6.4.4 **SHIFT VACANCY.** In circumstances where existing shifts become vacant due to termination, resignation, promotion, demotion, or other events the vacant shift shall be posted for seven (7) calendar days. Unit members shall indicate their interest in filling that vacancy within the allotted time frame in writing to a supervisor. If more than one (1) unit member has indicated an interest in the vacancy, the unit member with the highest seniority shall be selected and consistent with section 6.4.1.1. In the event that no unit member expresses an interest in the vacant shift, that shall be filled consistent with section 6.4.5. Even though a unit member is selected to fill the vacancy, the unit member will only be credited as if they worked their regular bid work shift rotation and as if the substitution had not occurred.

6.4.5 **SHIFT TRANSFER.** The Chief of Police may move a unit member from one work shift to another work shift if the change is deemed to be in the best interest of the Department and the DISTRICT. However, the Chief of Police shall provide at least twenty-one (21) calendar days' notice to the unit member prior to changing their shift. In the case where a shift change is between two (2) or more unit members, the unit member with the most seniority shall have the right to accept or reject the transfer. All schedule changes shall be made with the needs of the Department being primary, and the needs of the unit member being secondary.

6.4.5.1 The affected unit member may schedule a meeting with the Chief of Police to discuss the rationale for the transfer. The decision of the Chief of Police shall be final.

6.5 **LUNCH PERIODS.** Unit members shall be entitled to a lunch period of no less than thirty (30) minutes inclusive of hours worked, which may not be duty free.

6.6 **OVERTIME.** A unit member who works overtime shall be compensated for all overtime worked at the rate of one and one-half (1 ½) times their regular hours of pay. The regular rate of pay based on a unit member's regular salary schedule placement at the time the overtime is earned.

6.6.1 For unit members assigned to work a four-day (4) workweek consisting of four (4) consecutive days, ten (10) hours per day, overtime shall be considered as time worked in excess of ten (10) hours per day, or in excess of forty (40) hours in any

workweek. Work performed on the fifth, sixth, or seventh consecutive days in a workweek shall also be considered overtime.

- 6.6.2 For unit members assigned to work a three-day (3) workweek consisting of three (3) consecutive days, twelve (12) hours per day and one (1) biweekly eight (8) hour day in a 14-day period, overtime shall be considered as time worked in excess of the normally scheduled hours for that day, or in excess of eighty (80) hours in any work period.
- 6.6.3 For unit members assigned to the 9/80 work schedule consisting of eight (8) nine (9) hour days and one eight (8) hour day in a 14-day work period, overtime shall be considered in excess of the normally scheduled hours for that day, or in excess of eighty (80) hours in any work period.
- 6.6.4 For unit members assigned to work a five-day (5) workweek consisting of eight (8) hours per day, overtime shall be considered as time worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in a workweek.
- 6.6.5 Overtime shall also be defined as any time worked on a sixth or seventh consecutive workday by unit members having an average workday of four (4) hours or more during his or her regular workweek; or any time worked on a seventh consecutive workday by a unit member having an average workday less than four (4) hours during his or her regular workweek. Unit members may be assigned overtime when such is necessary to carry on the business of the DISTRICT (Education Code Section 88026). Overtime must be authorized in advance by a supervisor.
- 6.7 **OVERTIME DISTRIBUTION.** Overtime work shall be assigned as equally as is practical among qualified unit members, taking into consideration the nature of the work to be performed and the needs of the DISTRICT. Assignment of overtime shall not be arbitrary or capricious. Overtime shall be offered in the following order of priority:
 - a. On a rotational basis, based on seniority, determined by hire date, among those unit members in the same classification who normally perform the work involved.
 - b. When no unit members elect to work the overtime, assignment shall be based on inverse order of seniority.
- 6.8 **COMPENSATORY TIME.** Unit members may elect to earn compensatory time off in lieu of cash compensation for overtime work, not to exceed a total of four-hundred and eighty (480) hours at any given time. The unit member will notify their supervisor of their election to receive compensatory time in lieu of overtime at the time the overtime is assigned. Such notification shall be made to their supervisor in writing. The unit member reserves the right to determine the type of compensation received.

- 6.8.1 All overtime for which compensatory time is granted must be reported monthly to the payroll office on the Classified Contract Comp Timesheet. Compensatory time off shall be granted at the rate of one and one-half (1-1/2) times the number of overtime hours worked.
- 6.8.2 The DISTRICT shall total the number of hours of compensatory time off for each unit member on or about September 1 of a given year. The DISTRICT shall pay unit members in cash for all accumulated compensatory time accrued as of this date. Such payment is to be based on the unit member's rate of pay at the time compensatory time off was earned.
- 6.8.3 Unit members who request compensatory time off shall do so by submitting a Classified Time Off Request Form (accessible on the DISTRICT intranet) to their supervisor for approval and shall be taken at a time which is least disruptive of DISTRICT operations. A unit member's request for compensatory time off must be responded to and answered by the supervisor within forty-eight (48) hours of its receipt. Every effort will be made by the DISTRICT to accommodate a unit member's request to take compensatory time off.

ARTICLE 7: PAY AND ALLOWANCES

For purposes of this Article, the following shall define the different anniversary dates:

- a. **ANNIVERSARY DISTRICT HIRE DATE.** The date that a unit member is hired into a permanent position with the DISTRICT.
- b. **ANNIVERSARY LONGEVITY DATE.** The date that a unit member is hired into a permanent position with the DISTRICT, less any unpaid leaves for longer than thirty (30) days at a time.
- c. **ANNIVERSARY SENIORITY/POSITION HIRE DATE.** The hire date that a unit member is hired and/or promoted into a new classification.
- d. **ANNIVERSARY STEP/INCREMENT DATE.** The date that a unit member advances to the next step on the salary step schedule.

7.1 **RATE OF PAY.** The regular rate of pay for each position in the bargaining unit shall be as set forth in the salary schedule attached as Appendix A.

- a. Effective July 1, 2023, the salary schedule shall increase to ten (10) steps (G, H, I, J) with a 3.0% differential between steps, totaling 12%. The ASSOCIATION or the DISTRICT may re-open Article 7: Pay and Allowances for the 2024-2025 year as outlined in Article 24: Completion of Meet and Negotiation to view the formula and see the proportionate share of the increased unrestricted revenue which is above an established base amount less mandatory expenditures that will be applied as illustrated in Appendix B.
- b. Effective July 1, 2024, and July 1, 2025, the ASSOCIATION shall receive its proportionate share of the increased unrestricted revenue which is above an established base amount less mandatory expenditures as illustrated in Appendix B.

7.2 SHIFT DIFFERENTIAL.

- 7.2.1 **SUNRISE SHIFT.** The regular assigned working hours on at least one (1) day of the normal five (5) day workweek begins at 5:00 a.m. or earlier. Alternative work schedules such as 9/80, 4/10 and 3/12 are excluded from receiving a sunrise differential. The DISTRICT shall pay a shift differential at the rate of one and one-half (1-1/2) percent of a unit member's daily rate for sunrise shift.
- 7.2.2 **TWILIGHT SHIFT.** The regular assigned working hours on at least one (1) day of the normal five (5) day workweek go beyond 6:00 p.m. Alternative work schedules such as 9/80, 4/10 and 3/12 are excluded from receiving a twilight differential. The DISTRICT shall pay a shift differential at the rate of one and one-half (1-1/2) percent of a unit member's daily rate for twilight shift.
- 7.2.3 **SWING SHIFT.** The regular assigned working hours, on at least one (1) day of the normal five (5) day workweek, begins at 11:00 a.m. or later and goes beyond 7:30 p.m. Alternative work schedules such as 9/80, 4/10 and 3/12 are excluded from

receiving a swing shift differential. The DISTRICT shall pay a shift differential at the rate of two and one-half (2-1/2) percent of the unit member's daily rate for swing shift.

7.2.4 **GRAVEYARD.** The regular assigned working hours, on at least one (1) day of the normally scheduled workweek, begins at 7:00 pm or later and goes beyond 3:00 a.m. The DISTRICT shall pay a shift differential at the rate of five (5) percent of the daily rate for graveyard shift.

7.2.5 **SPLIT SHIFT.** The regular assigned working hours are split by a break of two (2) or more hours on at least one (1) day of the normal five (5) day workweek. The DISTRICT shall pay a shift differential at the rate of two and one-half (2-1/2) percent of the unit member's daily rate for split shift.

7.2.6 **SPLIT SHIFT and SWING SHIFT.** Unit members must be concurrently working a SPLIT SHIFT and a SWING SHIFT in accordance with the provisions of a SPLIT SHIFT and a SWING SHIFT. The DISTRICT shall pay a shift differential at the rate of five (5) percent of the unit member's daily rate for split shift and swing shift.

7.2.7 **SPLIT SHIFT and GRAVEYARD SHIFT.** Unit members must be concurrently working a SPLIT SHIFT and a GRAVEYARD SHIFT in accordance with the provisions of a SPLIT SHIFT and a graveyard shift. The DISTRICT shall pay a shift differential at the rate of seven and one-half (7 ½) percent of the unit member's daily rate for SPLIT SHIFT and GRAVEYARD SHIFT.

7.3 **SPECIAL COMPENSATION.** Special compensation will be paid for services and/or skills a unit member provides the DISTRICT as listed below.

7.3.1 **BILINGUAL PREMIUM.** The DISTRICT will pay a bilingual premium of \$50.00 per month for each foreign language a unit member is required to verbally translate (the only approved foreign language at this time is Spanish and American Sign Language). Premium payments shall be retroactive to the month after successfully passing the examination with a score of 80% or higher. Those unit members achieving a score of 80% or higher shall be placed on an eligibility list. Once a unit member has been placed on the eligibility list, they shall remain eligible for the remainder of their employment with the DISTRICT without further examinations required.

7.3.1.1 Unit members who desire to receive the bilingual premium shall notify the DISTRICT of their intent to take the competency examination prescribed by the DISTRICT. The examination shall be offered annually in March.

7.3.1.1.1 Unit members hired after the annual March testing date but prior to January 1 who desire to receive the bilingual premium shall notify the DISTRICT of their intent to take the competency examination prescribed by the DISTRICT within thirty (30) days of hire. The examination shall be offered by the Office of Human Resources as soon as practicable.

7.3.2 **BI-LITERATE PREMIUM.** The DISTRICT will pay a bi-literate premium of \$50.00 per month for each foreign language a unit member is required to translate or interpret written material (the only approved foreign language at this time is Spanish). Premium payments shall be retroactive to the month after successfully passing the examination with a score of 80% or higher. Those unit members achieving a score of 80% or higher shall be placed on an eligibility list. Once a unit member has been placed on the eligibility list, they shall remain eligible for the remainder of their employment with the DISTRICT without further examinations required.

7.3.2.1 Unit members who desire to receive the bi-literate premium shall notify the DISTRICT of their intent to take the competency examination prescribed by the DISTRICT. The examination shall be offered annually in March.

7.3.2.1.1 Unit members hired after the annual March testing date but prior to January 1 who desire to receive the bi-literate premium shall notify the DISTRICT of their intent to take the competency examination prescribed by the DISTRICT within thirty (30) days of hire. The examination shall be offered by the Office of Human Resources as soon as practicable.

7.3.3 **PEACE OFFICER STANDARDS & TRAINING (POST) CERTIFICATE PAY.** The DISTRICT will pay any unit members who have achieved the following POST certificates:

POST Intermediate Certificate – 2.5% of base pay

POST Advanced Certificate – 7.5% [total] of base pay

POST Certificate Pay shall not be “stackable”; for example, a unit member receiving 7.5% of their base pay for the POST Advanced Certificate will not receive an additional 2.5% for the possession of the POST Intermediate Certificate.

Written notification and supporting documentation shall be submitted to the DISTRICT via the POA P.O.S.T. Certificate Pay Request Form (accessible on the DISTRICT intranet). Pay will be effective on the first of the month following the

date that the DISTRICT approves the POA P.O.S.T. Certificate Pay Request Form, along with the supporting documentation submitted by the unit member.

7.3.4 UNDERGRADUATE/GRADUATE/DOCTORAL CREDIT. The DISTRICT will pay any unit members who have achieved the following Education:

- Associate's Degree – 2% of base pay
- Bachelor's Degree – 3% [total] of base pay
- Master's and/or Doctorate Degree – 5% [total] of base pay

Education incentives shall not be "stackable"; for example, a unit member receiving 5% of their base pay for a master's and/or doctorate degree will not receive an additional 3% for the possession of a bachelor's degree.

Written notification and supporting documentation shall be submitted to the DISTRICT via the POA Undergraduate/Graduate/Doctoral Credit Request Form (accessible on the DISTRICT intranet). Pay will be effective on the first of the month following the date that the DISTRICT approves the POA Undergraduate/Graduate/Doctoral Credit Request Form, along with the supporting documentation submitted by the unit member.

7.3.4.1 Unit members may not seek undergraduate/graduate/doctoral credit for degree programs that include courses that have been reimbursed by the DISTRICT as outlined in Article 7.10 and Article 7.10.6.

7.3.5 FIELD TRAINING OFFICER PREMIUM. Unit members who are certified as a Field Training Officer and who are assigned a trainee, shall receive a premium in the amount of five percent (5%) of their base pay for the entire shift.

7.3.6 CORPORAL PREMIUM. The Chief of Police shall have the sole discretion to determine who shall be assigned as corporal and the duration of the corporal assignment. In determining who will be assigned the Chief of Police may consider criteria such as:

- a) Experience
- b) Overall job performance
- c) Career development
- d) Certification

The Chief of Police may make adjustments to the corporal assignment based on the overall needs of the department. Unit members assigned as corporal shall receive a premium in the amount of five percent (5%) of their base pay for the duration of the assignment.

The Field Training Officer premium and the Corporal premium shall not be “stackable.” A unit member receiving 5% of their base pay for the Field Training Officer assignment will not receive an additional 5% for the Corporal assignment and vice versa.

7.4 **PAYCHECKS.** All payroll warrants of unit members within the unit shall be itemized to include all deductions, subject to payroll procedures of the County Superintendent of Schools.

7.5 **FREQUENCY.** All unit members shall be paid once per month payable on the last working day of the month. The DISTRICT shall not be responsible for delays or errors caused by instrumentalities beyond its control, including the Office of the County of Superintendent of Schools or the U.S. Mail.

7.6 **SPECIAL PAYMENTS.** Any payroll adjustment due to a unit member as a result of working out of class, re-computation of hours, or other reasons other than procedural errors shall be made by a supplemental check issued not later than the next regular pay period.

7.6.1 **PAYROLL ERRORS.** Payroll errors include any adjustment which affects the unit member’s net pay. Whenever it is determined an error has been made in the wages of a unit member, the party identifying the error shall notify the other party in writing as soon as possible.

UNDERPAYMENT. In the event of an underpayment to the unit member, the DISTRICT will provide the unit member with a statement of correction and payment within ten (10) workdays. No underpayment for which a correction must be made, shall exceed a period of three (3) years.

OVERPAYMENT. In the event of an overpayment to the unit member, the unit member will be given a reasonable opportunity to meet with the DISTRICT representatives to discuss the error. In the event that the DISTRICT and the unit member do not mutually agree to a repayment schedule, the DISTRICT will deduct a portion of the unit member’s wages (not to exceed 10% of the monthly net salary) in subsequent months until the DISTRICT is fully reimbursed. An exception to the 10% deduction restriction shall be made when the unit member’s employment in the DISTRICT is in the process of being or has been terminated or the full 10% deduction would cause undue hardship on the unit member.

7.7 **PROMOTION.** A promotion shall be defined as a unit member being moved to a higher classification with a corresponding higher starting salary for that higher classification. In the event that the DISTRICT adds classifications to the POA salary schedule, the unit members promoted shall be given a five percent (5%) salary increase over their present salary and shall be placed on the step of the range of their new classification which most

nearly corresponds to the five percent (5%) increase but not less than such increase. If, however, the five percent (5%) increase exceeds Step J on the range of the new classification, the unit member shall be placed on Step J. If a unit member is eligible for a step increase in their old classification within ninety (90) days of the effective date of the promotion, such step increase shall be used for purposes of computing five percent (5%) promotional salary increase.

7.7.1 INITIAL PLACEMENT PROMOTED UNIT MEMBERS. A promoted unit member's previous experience may warrant a higher placement, which in no case exceeds Step C unless the provisions of Article 7.7 apply. Unit members placed on Step A of the POA salary schedule will be advanced to Step B on the first of the month following six (6) complete months of service. Unit members who are initially placed on any step other than Step A will be advanced to the next step on the first of the month following twelve (12) complete months of service. All advancements thereafter will be on a yearly basis.

7.7.2 INITIAL PLACEMENT NEW UNIT MEMBERS. New unit members are placed on Step A of the POA salary schedule unless previous experience warrants a higher placement, which in no case exceeds Step C. Unit members placed on Step A of the POA salary schedule will be advanced to Step B on the first of the month following six (6) complete months of service. Unit members who are initially placed on any step other than Step A will be advanced to the next step on the first of the month following twelve (12) complete months of service. All advancements thereafter will be on a yearly basis.

7.8 MINIMUM CALL BACK TIME. Any unit member called back from off campus to perform services outside their regular hours shall receive a minimum compensation of three (3) hours for such services. This section shall not apply where such services are performed immediately preceding or succeeding the unit member's regular hours.

7.9 WORKING OUT OF CLASS. Any unit member required to work out of classification for five (5) or more working days within a fifteen (15) calendar day period shall have their salary adjusted upward beginning with the first working day in the higher classification. A unit member required to work out of class shall receive five percent (5%) salary increase unless the increase exceeds the highest step of the higher classification, in which case the unit member shall be paid at the highest step. Working out of class assignments shall be limited to six (6) months unless the period is extended by mutual agreement by the DISTRICT and the ASSOCIATION.

7.9.1 Unit members required to work out of classification not within the bargaining unit shall have their salary adjusted to the rate of pay of the position that is not within the bargaining unit if it exceeds their current salary range. The DISTRICT and ASSOCIATION shall meet and negotiate the effects.

- 7.10 **ENROLLMENT FEES FOR UNIT MEMBERS.** The DISTRICT shall reimburse permanent unit members employed at least twenty (20) hours per week with one (1) year of service for credit courses, excluding community service courses, successfully completed with a grade of “C” or better at either of the two (2) DISTRICT campuses provided all of the following conditions are satisfied:
- 7.10.1 All classes must be taken outside of the regular scheduled working hours of the unit member.
 - 7.10.2 Only those classes offered by either of the two (2) DISTRICT campuses shall qualify for fee reimbursement.
 - 7.10.3 To qualify for enrollment fee reimbursement, a unit member must present verification of successful completion of the course and out-of-pocket expense for enrollment fee(s) only.
 - 7.10.4 Enrollment fee reimbursement shall be limited to the current enrollment fee per semester for each unit member.
 - 7.10.5 All courses for which a unit member seeks tuition reimbursement must have prior approval by their immediate supervisor and then the Chancellor’s designee. If the request is denied, it may be appealed to the Chancellor. Forms can be found in Appendix C and on the DISTRICT website.
 - 7.10.6 **REIMBURSEMENT.** Unit members on the POA unit member salary schedule shall be eligible for eighty percent (80%) tuition cost reimbursement for courses completed outside of the DISTRICT with a grade of “C” or better which pertain to their classification. Such reimbursement shall be actual costs not to exceed twenty-four (24) semester / thirty-six (36) quarter units of coursework per year. However, no tuition cost paid by the DISTRICT is to exceed on a per unit basis cost of similar coursework at the University of California, Riverside.
 - 7.10.6.1 Unit members may not seek both reimbursement for a course and undergraduate/graduate/doctoral credit as outlined in Article 7.3.4.
 - 7.10.6.2 Only full-time unit members who have completed their probationary period as a unit member shall be eligible for this benefit.
 - 7.10.6.3 All courses for which a unit member seeks tuition reimbursement must have prior approval by their immediate supervisor and the Chancellor’s designee. If the request by the immediate supervisor is denied, it may be appealed to the Chancellor’s designee.

- 7.11 **ENROLLMENT FEES FOR BENEFIT ELIGIBLE DEPENDENTS.** The DISTRICT shall reimburse benefit eligible dependents of unit members employed at least twenty hours (20) per week with one year of service for credit courses, excluding community service courses, successfully completed with a grade of “C” or better at either of the two (2) DISTRICT campuses provided all of the following conditions are satisfied:
- 7.11.1 Only those classes offered by either of the two (2) DISTRICT campuses shall qualify for fee reimbursement.
 - 7.11.2 To qualify for enrollment fee reimbursement, the unit member or benefit eligible dependent must present verification of successful completion of the course and out-of-pocket expense for enrollment fee(s) only.
 - 7.11.3 Enrollment fee reimbursement shall be limited to the current enrollment fee(s) per semester for each unit member and their eligible dependents.
 - 7.11.4 Definition of Benefit Eligible Dependent includes a unit member’s legal spouse, registered domestic partner, and children to age 26. Children are defined as, natural children, adopted children and stepchildren. Fully disabled children over age 26 who are incapable of self-sustaining employment by reason of mental or physical handicap and chiefly dependent on employee for economic support.
- 7.12 **GOLD CARD.** When a unit member retires from the DISTRICT with at least fifteen (15) years of service, they shall be eligible to receive the benefits of the DISTRICT “Gold Card”. The “Gold Card” allows the retiree to continue receiving College campus discounts offered to active unit members and a waiver of parking fees of DISTRICT sites/facilities.

ARTICLE 8: UNIT MEMBER EXPENSES AND MATERIALS

- 8.1 **UNIFORMS.** The DISTRICT shall pay the full cost of the purchase, lease, or rental of uniforms, equipment, identification badges, emblems, and cards required by the DISTRICT to be worn or used by unit members.
- 8.2 **PHYSICAL EXAMINATIONS.** The DISTRICT shall reimburse unit members for the cost, if any, of a physical examination required as a condition of continued employment under Education Code Section 88021.
- 8.3 **PARKING.** The DISTRICT will waive parking fees at all of their sites/facilities for ASSOCIATION unit members.
- 8.4 **MILEAGE.** Unit members who are pre-authorized in writing by the DISTRICT's Office of Human Resources to use their vehicles on DISTRICT business shall be reimbursed for all miles required by the DISTRICT to be driven in the performance of assigned duties at a rate established by Board Policy for all DISTRICT employees.
- 8.5 **MEALS AND LODGING REIMBURSEMENT.** The DISTRICT shall reimburse unit members for the reasonable cost of meals and lodging in accordance with Board Policy, where the unit member is on authorized DISTRICT business requiring their to spend the night away from home.

ARTICLE 9: LAYOFF AND REEMPLOYMENT

9.1 LAYOFF.

9.1.1 **REASON FOR LAYOFF.** Pursuant to Education Code Section 88127, classified employees shall be subject to layoff for lack of work or lack of funds as determined by the DISTRICT. Education Code Section 88017 provides that layoff may result when a specially funded program expires.

9.1.2 **NOTICE OF LAYOFF FOR GENERAL FUNDED PROGRAMS.** The DISTRICT shall send written notice of layoff following the decision of the Board of Trustees adoption of the layoff to the affected unit member(s) and the ASSOCIATION no later than March 15th, that a unit member's services will not be required for the ensuing year due to lack of work or lack of funds. This written notice of layoff shall be sent by certified mail, return receipt requested, electronic mail, or delivered in-person to the affected unit member(s) by the DISTRICT. Affected unit member(s) shall be informed of the reason for layoff, their displacement rights, if any, statement of seniority, and reemployment rights with copies of the letters provided to the ASSOCIATION.

9.2 ORDER OF LAYOFF.

9.2.1 The DISTRICT shall determine the specific positions to be discontinued.

9.2.2 The order of layoff of unit members shall be determined by length of service. The unit member who has been employed the shortest time in the affected classification, including time employed in a higher classification, shall be laid off first.

9.2.3 For purposes of this section, "length of service" means date of employment in the regular classified service. Seniority within a classification shall be calculated by length of service within a classification, plus higher classification(s) in which the unit member is serving or has served. For the purpose of this section, a higher classification is any classification in a higher salary range. A unit member who is voluntarily transferred laterally to a new classification shall retain seniority in the prior classification. A unit member who is voluntarily transferred laterally and/or voluntarily demoted to a new classification shall accrue seniority in the new classification.

9.3 SENIORITY.

9.3.1 **COMPUTATION OF SENIORITY.** Seniority is based on length of continued service with the DISTRICT as a Sworn Peace Officer. For the purposes of this Article,

“length of service” shall be based upon the unit member’s original hire date in the classified service.

9.3.1.1 Seniority is not earned during periods of separation (e.g., layoffs, unpaid leaves in excess of thirty (30) calendar days, etc.) from the service of the DISTRICT except as otherwise authorized in 9.3.1.2 below.

9.3.1.2 Seniority shall be accumulated during absences due to illnesses, military leave, industrial injury/illness leave or other paid leaves of absence as long as such seniority is not terminated in accordance with other provisions of this Agreement.

9.3.1.3 Paid service performed prior to entering into a probationary status for a Sworn Peace Officer classification(s) shall not be credited toward seniority.

9.3.1.4 A unit member transferred from one class to another, or reclassified to a higher class, shall retain their seniority in the former class; seniority in the new class shall begin accumulating on the date of transfer.

9.3.2 **EQUAL SENIORITY.** If two (2) or more unit members have equal seniority within the classification, priority shall be given to the unit member with the greater overall DISTRICT seniority (length of time employed by the DISTRICT as a contract employee). If seniority is still equal, priority shall be given to the unit member with the greater overall sworn law enforcement seniority (length of time employed by a POST agency as a sworn peace officer). If seniority is still equal, determination shall be made within the first six (6) months of hire date by a drawing of numbers conducted by the Office of Human Resources in the presence of the ASSOCIATION President or their designee.

9.3.3 **SENIORITY ROSTER.** The DISTRICT shall maintain an updated seniority roster indicating each unit member's classification seniority and hire date seniority. Such rosters shall be available to the ASSOCIATION annually in December or prior to layoff.

9.4 **RIGHTS IN LIEU OF LAYOFF.**

9.4.1 **BUMPING RIGHTS.** Unit members notified of layoff from their present position may bump into the same or previously held classification only if they successfully completed probation and have greater seniority than the incumbent being bumped.

a. Bumping into a lower class shall be considered a voluntary demotion and salary

placement shall be at the step which nearly corresponds to, but does not exceed, the unit member's current salary placement.

9.4.2 **OPTIONAL TRANSFER IN LIEU OF LAYOFF.** Unit members, upon mutual agreement, may be transferred to vacant positions within the DISTRICT provided they meet minimum qualifications.

a. Unit members shall serve a probationary period of six (6) months for a non-Peace Officer position and shall receive job-specific training.

9.4.3 **VOLUNTARY DEMOTION OR VOLUNTARY REDUCTION OF HOURS.** Unit members may take voluntary demotions or voluntary reductions in assigned time in lieu of layoff in accordance with Education Code Section 88117.

a. Bumping into a lower class shall be considered a voluntary demotion and salary placement shall be at the step which nearly corresponds to, but does not exceed, the unit member's current salary placement.

b. Unit members shall serve a probationary period of six (6) months for a non-Peace Officer position and shall receive job-specific training unless in a classification previously held.

9.4.4 **LAYOFF IN LIEU OF BUMPING.** Unit members may elect layoff in lieu of bumping rights and maintain their reemployment rights under this Agreement.

9.5 **REEMPLOYMENT RIGHTS.**

9.5.1 A unit member who is laid off shall be placed on a thirty-nine (39) month or sixty-three (63) month reemployment list in accordance with Education Code Section 88117.

9.5.2 If, during a unit member's eligibility period for reemployment, a classification becomes vacant to which the unit member has a return privilege, the DISTRICT shall send written notice offering reemployment by certified mail, return receipt requested, to the last known address of such unit member(s). A copy of this written notice shall be sent to the ASSOCIATION. The unit member shall be required to maintain their current residential address on file with the Office of Human Resources.

9.5.3 A unit member who receives such notice of reemployment and fails to respond in writing within ten (10) calendar days shall be deemed to have rejected the offer of reemployment.

- 9.5.4 If the unit member in a layoff status accepts the position being offered, the unit member shall have up to thirty (30) calendar days from the postmark date of the notice to report to work. This does not preclude a unit member from returning to work in fewer than thirty (30) calendar days. Failure to report to work within the thirty (30) calendar days shall be considered a rejection of the offer of reemployment.
 - 9.5.5 A unit member rejecting an offer of reemployment under the conditions set forth under 9.5.3 or 9.5.4 above, on three (3) occasions shall have their name permanently removed from the reemployment list. This does not include offers of reemployment that do not restore the unit member to the level of pay and status previously held at the time of layoff.
 - 9.5.6 A unit member reemployed after being laid off shall be fully restored to their classification with all rights to permanent status. Service credit and benefits shall not accrue during the period of layoff.
 - 9.5.7 Unit members placed on the thirty-nine (39) month or sixty-three (63) month reemployment list shall be reemployed in the highest rated job classification available in accordance with their classification seniority. In order to be appointed to a lower position, unit members, must meet the minimum qualifications. Unit members who accept a position lower than their highest classification held prior to layoff shall retain their original thirty-nine (39) month rights to the higher paid position.
- 9.6 The PARTIES agree to meet and negotiate the impact of such layoff on those matters within the scope of representation.

ARTICLE 10: HEALTH & WELFARE BENEFITS

- 10.1 **HEALTH & WELFARE BENEFITS.** The DISTRICT shall provide to each unit member and their eligible family members, health and welfare benefits. Health and welfare benefits are defined as medical, dental, vision, chiropractic, life insurance, and employee assistance program (EAP).

Individual unit members may select among plans as outlined in Appendix D.

During the life of the agreement the DISTRICT shall fully fund the least expensive medical/dental/vision/chiropractic/life insurance/EAP package for each unit member who works twenty (20) or more hours per week on a regular basis. Individual unit members who elect to enroll in more expensive health and welfare packages shall be responsible for the difference in cost between the least expensive medical package and the package selected by the individual through payroll deductions.

The DISTRICT and the ASSOCIATION must agree to any proposed changes in benefits and/or plans. In addition, the ASSOCIATION retains the right to negotiate the out of pocket cost to unit members.

- 10.2 **HEALTH & WELFARE COMMITTEE.** The DISTRICT will establish a standing health and welfare committee. The ASSOCIATION will designate a unit member to the committee. The purpose of the committee is to monitor costs and recommend changes. The committee's recommendations are non-binding on the bargaining unit.

- 10.3 **"OPT OUT" OPTION (MEDICAL ONLY).** Individual unit members who provide proof of other medical coverage may decline enrollment in a medical plan with the DISTRICT based on the following:

- a. An annual amount of \$3,000 shall be paid to members who opt out of medical coverage. This will be paid in twelve (12) equal payments.
- b. Any member who elects this option shall not be eligible for medical coverage until the next open enrollment period unless a qualifying event occurs.
- c. Any savings generated under this section shall be used to help offset current/future insurance costs for the DISTRICT and employees.

- 10.4 **FINANCIAL HARDSHIP CLAUSE.** Notwithstanding other provisions of the collective bargaining agreement regarding re-opener language, the DISTRICT and the ASSOCIATION agree to reopen this Article during the term of this agreement in the event of a financial hardship as declared by the DISTRICT or the ASSOCIATION. The DISTRICT and/or the ASSOCIATION will notify the other in writing and provide the supporting documentation to show impending hardship. Upon receipt of this information, the DISTRICT and the ASSOCIATION agree to schedule negotiations within ten (10) working days. The DISTRICT and the ASSOCIATION agree that the DISTRICT's contribution per

employee per medical/dental/vision/chiropractic/life insurance/employee assistant program (EAP) package will at no time decrease below the amount equivalent to the least expensive medical/dental/vision/chiropractic/life insurance/employee assistant program (EAP) package at the time the DISTRICT claims financial hardship.

ARTICLE 11: LONGEVITY SERVICE RECOGNITION

Completed Years of Service with the DISTRICT	Amount of Stipend (per month)
5-10	\$54.17
11-15	\$66.67
16-20	\$79.17
21-25	\$91.67
26-30	\$104.17
31-35	\$116.67
36 and over	\$129.17

- 11.1 **INITIAL PAYMENT.** The first long service recognition payment will be made the following monthly pay cycle after the completion of five (5) consecutive years of employment.
- 11.2 **PAYMENT.** The long service recognition pay will be paid on the unit member’s monthly paycheck.
- 11.3 **ELIGIBILITY.** In order to be eligible for long service pay, a unit member must qualify for inclusion in the retirement program. Unit members whose DISTRICT employment contract is less than fifty (50%) percent shall be eligible to receive the same percentage of the long service stipend as the percentage of their DISTRICT employment contract.

ARTICLE 12: HOLIDAYS

12.1 **HOLIDAYS.** The DISTRICT agrees to provide unit members with the following scheduled paid holidays:

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Friday following Thanksgiving

Christmas Eve

Winter Break (Five weekdays from December 25 – December 31)

New Year's Day

Dr. Martin Luther King Jr. Day

Lincoln's Day

Washington's Day

Memorial Day

Juneteenth

12.1.1 **FLOATING HOLIDAY.** Unit members will be given one (1) floating holiday in lieu of the Saturday after Thanksgiving. The Floating Holiday is to be taken at the discretion of the unit member with at least five (5) working days' written notice, using the Classified Time Off Request Form (accessible on the DISTRICT intranet), to a supervisor. This day must be scheduled within the calendar year and may not be accumulated. The floating holiday shall not become a vested right until completion of the unit member's probationary period.

12.1.2 **BIRTHDAY HOLIDAY.** Unit members will be given a birthday holiday, which will be recognized as an additional holiday. The Birthday Holiday is to be taken at the discretion of the unit member with least five (5) working days' written notice, using the Classified Time Off Request Form (accessible on the DISTRICT intranet), to a supervisor. This day must be scheduled within the calendar year and may not be accumulated. The birthday holiday shall not become a vested right until completion of the unit member's probationary period.

12.1.3 **ADDITIONAL HOLIDAYS.** Unit members shall be entitled to such additional holidays, other than those in Article 12.1 as are mandated by the United States President, the Governor, or the Governing Board under Section 88203 of the Education Code.

12.2 **HOLIDAY COMPENSATION.** A unit member required by a supervisor to work on a holiday shall receive their regular rate of pay, plus two (2) times their regular rate of pay for their hours worked or earn compensatory time off. If the unit member does work and receives pay on a holiday, they shall not receive an additional day off.

In the event that a DISTRICT holiday falls on a unit member's regularly scheduled day off, resulting in a loss of a DISTRICT holiday, the unit member shall be provided with a substitute holiday, or compensation in the amount to which the unit member would have been entitled to had the holiday fallen within his or her regularly work schedule in accordance with Education Code Section 88206. Unit members requesting holiday compensation shall notify their immediate supervisor no less than thirty (30) calendar days prior to the DISTRICT holiday.

- 12.3 **HOLIDAY ELIGIBILITY.** A unit member must be in paid status during the workday immediately preceding or succeeding the holiday in order to be eligible to receive holiday pay.

ARTICLE 13: PERFORMANCE EVALUATION PROCEDURES

13.1 **PERFORMANCE EVALUATION.** The purpose of an evaluation shall be to provide constructive feedback that will assist unit members with continuous improvement of performance in line with DISTRICT expectations and performance standards.

13.1.1 **PERFORMANCE EVALUATION FORM.** The performance evaluation shall be submitted by using the Employee Performance Evaluation Form (accessible via the DISTRICT's intranet) and for reference purposes, a copy of the Employee Performance Evaluation Form is located in Appendix E.

13.1.2 **PERFORMANCE EVALUATION EVALUATOR.** The evaluator shall be the unit member's supervisor unless otherwise designated by the DISTRICT; however, the evaluator shall only be a person holding the rank of Sergeant or above.

13.2 **PERFORMANCE EVALUATION – FREQUENCY.**

13.2.1 **PERMANENT UNIT MEMBERS.** The DISTRICT shall evaluate permanent unit members once every year during their anniversary month (for purposes of this Article, "anniversary month" shall mean the month the unit member started in their current classification), except in emergency circumstances as defined in Article 2 (Management Rights) or when the unit member is on leave.

13.2.2 **PROBATIONARY UNIT MEMBERS.** Per POST Requirements, every College Police Officer employed by the DISTRICT shall be required to serve in a probationary status for twelve (12) months from the date appointed to the position. Probationary unit members shall be evaluated no less than two (2) times during the probationary period as follows:

- a. Unit members required to take part in the 16-week Field Training Officer (FTO) Program shall be evaluated on or about the sixth (6th) and the ninth (9th) month from their anniversary month; or
- b. Unit members who are not required to take part in the 16-week FTO program shall be evaluated on or about the fourth (4th) and the eighth (8th) month from their anniversary month.

13.2.3 The DISTRICT retains its prerogative to make additional evaluations as it deems necessary.

13.3 **PERFORMANCE EVALUATION – TIMELINE AND COMPONENTS.** The comprehensive performance evaluation for unit members shall be comprised of the following two (2) distinct components:

- a. **UNIT MEMBER SELF-ASSESSMENT.** As part of the performance evaluation process, each unit member shall complete the self-assessment portion of the Employee Performance Evaluation Form (accessible via the DISTRICT's intranet) during the month prior to their anniversary month. The self-assessment shall be shared with the evaluator and will become part of the evaluation report: and
- b. **EVALUATOR'S EVALUATION.** As part of the performance evaluation process, the evaluator shall prepare the unit member's performance evaluation by completing the Employee Performance Evaluation Form (accessible via the DISTRICT's intranet). In the event, the overall performance evaluation rating is "Performance Needs Improvement" or "Unsatisfactory Performance" the evaluator, in consultation with the Office of Human Resources shall develop a written Performance Improvement Plan (PIP).

13.4 **PERFORMANCE EVALUATION – CONFERENCE.** The evaluator shall meet with the unit member and shall discuss and review the performance evaluation form.

In the event, the overall performance evaluation rating is "Performance Needs Improvement" or "Unsatisfactory Performance" the evaluator, in consultation with the Office of Human Resources shall develop a written Performance Improvement Plan (PIP). The written PIP shall include an explanation of the reason(s) for such deficiencies specified in the Employee Performance Evaluation Form and assist the unit member in making improvements. Expectations shall be outlined and discussed with the unit member to give an opportunity for improvement. The unit member's performance must be reviewed within sixty (60) days to document the unit member's progress, including any recommendations for continued success.

13.5 **PERFORMANCE EVALUATION – EMPLOYEE ACKNOWLEDGMENT AND RESPONSE.** A unit member may acknowledge that they have received the performance evaluation by electronically signing and dating the evaluation; however, the unit member's electronic signature does not reflect either agreement or disagreement with the performance evaluation. In the event, that the unit member does not electronically sign the performance evaluation, the evaluator shall state on the performance evaluation form that the unit member refused to sign and shall identify the date on which they discussed and reviewed the performance evaluation with the unit member.

A unit member shall be provided thirty (30) calendar days to provide a written response and/or documentation to the performance evaluation. A unit member's written response and/or documentation shall be filed in accordance with the DISTRICT's online performance evaluation system and shall become part of the unit member's personnel file.

13.6 The substance of any evaluation, including the observations, opinions, and conclusions of the evaluator, shall not be subject to the grievance procedure. The evaluation procedure as provided hereinabove shall be grievable.

ARTICLE 14: LEAVES

- 14.1 **BEREAVEMENT LEAVE.** Unit members shall be entitled to a paid leave of absence, not to exceed five (5) days on account of the death of any member of their immediate family. A member of the immediate family means mother, father, grandparent, or grandchild of the unit member or the spouse/registered domestic partner of the unit member, and the spouse/registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, or sister-in-law of the unit member or any relative living in the immediate household of the unit member. Bereavement Leave shall be recorded on the unit member's work report including relation to the unit member or spouse. Leave taken pursuant to this section does not need to be used consecutively. If a unit member requires more than allocated for bereavement leave, a unit member may use other applicable leave(s) to extend their bereavement leave.
- 14.2 **JUDICIAL LEAVE.** Unit members called for jury duty, or as a subpoenaed witness as an employee of the DISTRICT, or as a litigant on behalf of the DISTRICT, during working hours, shall be entitled to paid leave in accordance with Education Code Sections 87035 and 87036, excluding allowances for meals, mileage, or parking. Absences due to judicial leave should be recorded on the member's work report.
- 14.2.1 The unit member's regularly assigned number of work hours that day should not exceed nor be less than the unit member's regularly assigned number of work hours for that day, which includes travel time from court to work. The DISTRICT shall assess any unusual work shift on an individual basis, taking into consideration what is reasonable under the circumstances giving due respect to the needs of the DISTRICT and the health and welfare of the unit member.
- 14.2.2 Unit members called for jury duty, or as a subpoenaed witness as an employee of the DISTRICT, or as a litigant on behalf of the DISTRICT, shall notice the DISTRICT as soon as possible upon receipt of the summons. The DISTRICT will require unit members absent on jury duty, or as a subpoenaed witness as an employee of the DISTRICT, or as a litigant on behalf of the DISTRICT, to submit verification from the court indicating the reporting and release times.
- 14.2.3 Unit members subpoenaed as witnesses related to the performance of their duties shall appear as required whether on- or off-duty. Unit members appearing off-duty shall be compensated pursuant to Article 7.
- 14.3 **MILITARY LEAVE.** A unit member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave. Request for such military leave shall be made in writing and verified by a copy of the military orders requiring military duty. Time spent in military service shall be included in computation of service with the DISTRICT. Absences due to military leave shall

be recorded on the unit member's work report. Compensation shall be in accordance with the provisions of the California Military and Veterans Code.

14.4 **SICK LEAVE.** Unit members with a full-time assignment shall accrue sick leave, a total of twelve (12) days per year (for unit members working a five-day workweek) or eight (8) hours per month (for unit members working an alternative work schedule) in accordance with Education Code Section 88191, beginning with the first (1st) month in which the unit member begins work in the DISTRICT. For unit members working partial months the proportional sick leave hours shall be calculated pursuant to the formula in Article 19 (Vacation - see section 19.2.2). The accrual rate shall be proportional for assignments other than full-time.

14.4.1 Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day of injury or illness.

14.4.2 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each unit member. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new unit member of the DISTRICT shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be eligible under this section, until the first day of the calendar month after completion of six (6) months of active service with the DISTRICT.

14.4.3 If a unit member does not take the full amount of leave allowed in any fiscal year, the amount not taken shall be accumulated from year to year.

14.4.4 A unit member absent due to surgery, serious injury or illness for five (5) or more consecutive assigned workdays shall be required to submit a medical release from a physician to the Office of Human Resources prior to being permitted to return to work. A unit member absent for five (5) or more consecutive assigned workdays shall notify the Office of Human Resources of their approximate return date. The DISTRICT may also require a unit member to submit a medical release from a physician for absences less than five (5) consecutive assigned workdays pursuant to section 14.10 of this Article. For purposes of this section, the medical release shall identify the dates that the unit member utilized for sick leave and any job restrictions, if any and include the date upon which the unit member is released back to work.

14.4.5 A unit member may be required to submit to medical examinations, at the DISTRICT's expense and discretion.

14.4.6 **FAMILY ILLNESS LEAVE.** In accordance with California Labor Code Section 233 a unit member may use earned and available sick leave up to fifty (50%) percent of their annual accrual rate of sick leave for an illness of a child, parent, spouse,

registered domestic partner, grandparent, grandchild, sibling or designated person. Absences due to family illness leave shall be recorded on the unit member's work report.

14.4.7 TRANSFER AND CONVERSION OF SICK LEAVE.

14.4.7.1 NEW HIRES (TRANSFERABLE SICK LEAVE). A newly hired unit member who has been employed by some other school DISTRICT for a period of one (1) calendar year or more, and who voluntarily terminates (not terminated for cause) such employment and who subsequently accepts a position with the DISTRICT within one (1) year of such voluntary termination, shall upon request have transferred all of their unused accumulated sick leave.

14.4.7.2 SEVERING EMPLOYMENT WITH DISTRICT. The DISTRICT shall cancel all sick leave rights of accumulations when a unit member severs all official employment connection with the DISTRICT.

14.4.7.3 TRANSFERRING SICK LEAVE TO ANOTHER DISTRICT. All accumulated sick leave may be transferred pursuant to the provisions of Education Code Section 88202.

14.4.7.4 CONVERTING SICK LEAVE TO RETIREMENT CREDIT. A unit member who has any sick leave earned but unused on the date of retirement may have those converted to retirement credit, if appropriate, in accordance with applicable law.

14.4.7.5 CONVERTING SICK LEAVE TO VACATION. Upon retirement, if sick leave cannot be used for retirement credit, sick leave will be converted to vacation days subject to the following limitations:

- a. A ratio of five (5) sick days (forty (40) hours) to one (1) vacation day (eight (8) hours). Unit members working less than full time shall be prorated accordingly.
- b. Only days earned while employed by the DISTRICT are eligible for conversion benefits.
- c. Only unit members who have rendered five (5) years or more of unbroken service to the DISTRICT are eligible for conversion benefits.
- d. The maximum number of sick days which may be converted to vacation days shall not exceed the number of days the retiring unit member earns annually under the provisions of Article 19 (see section 19.3).

- 14.4.8 **EXTENDED SICK LEAVE AT 50% PAY.** A unit member shall be credited on July 1st of each fiscal year with the total of 100 working days of paid extended sick leave, excluding sick days under section 14.4 of this Article. Such days of paid extended sick leave in addition to those days of sick leave under section 14.4 of this Article shall be compensated at 50% of the unit member's regular salary; the 50% extended sick days will be utilized only after all accrued regular full-pay sick leave is exhausted. Such additional days shall be exclusive of any other paid leaves, holidays, vacation or compensatory time to which the unit member may be entitled. Any remaining 50% extended sick leave will not carry forward to the next fiscal year. At the conclusion of the 100 working days of 50% extended sick leave the unit member may elect to use any other available leaves.
- 14.4.9 Sick leave shall be taken in increments of not less than one-quarter (1/4) hour (15 minutes).
- 14.4.10 A unit member shall contact the on-duty supervisor and/or the watch commander, or their designee, as soon as the need to be absent is known or at least two (2) hours prior to the beginning of the work shift. This does not apply where the unit member cannot reasonably provide the notification. The unit member shall inform their on-duty supervisor, or their designee, as to the expected date of return. Required documentation shall be submitted to the Office of Human Resources in accordance with the provisions in sections 14.4.4 and 14.10.
- 14.4.11 **SICK LEAVE STATUS REPORT.** All unit members shall have access to view their individual status report online.
- 14.4.12 When all available leaves of absence, paid or unpaid, have been exhausted, the unit member shall be placed on a reemployment list for a period of thirty-nine (39) months in accordance with Education Code Section 88195.
- 14.5 **INDUSTRIAL ACCIDENT AND ILLNESS LEAVE.** Absences due to industrial accident or illness leave should be recorded on the unit member's work report. Unit members shall be entitled to industrial accident and illness leave in accordance with Education Code Section 88192 and the following provisions.
- 14.5.1 **DEFINITION.** For the purposes of this Article, an industrial accident or illness leave shall be defined as disability absences resulting from an injury or illness, as solely determined to be an accepted Workers' Compensation claim by the DISTRICT's Workers' Compensation insurer or Claims Administrator.
- 14.5.2 **NOTIFICATION OF INDUSTRIAL ACCIDENT AND/OR ILLNESS.** A unit member who has sustained an alleged job-related injury and/or illness shall:

- a. Report the injury and/or illness to the on-duty supervisor as soon as possible, but not later than twenty-four (24) hours of the occurrence unless the nature of the injury makes notification impossible,
- b. Complete and submit the SBCCD Employee Workers' Compensation Packet as soon as possible, but not later than twenty-four (24) hours of the occurrence, to the on-duty supervisor unless the nature of the injury makes notification impossible.

14.5.3 **LEAVE ALLOWANCE.** The DISTRICT provides a maximum of sixty (60) working days of pay leave for each industrial accident or illness commencing on the first day of absence. For the purpose of this Article, a day of leave is equivalent to the unit member's usual workday.

Industrial accident or illness leave shall not accumulate from year to year. All absences or leaves related to industrial accident or illness leave shall run concurrently with any time eligible to the unit member under existing federal and state laws (Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), etc.).

In the event that an absence has not been approved as a valid industrial accident or illness leave when the payroll for the unit member is being computed, the unit member's sick leave balance will be charged for any absences which have been supported by a workers' compensation physician's written statements. Upon subsequent notification that the absence has been accepted as an industrial accident or illness leave the regular sick leave balance will then be adjusted to its previous balance. The DISTRICT or its representative shall comply with legal notification requirements (currently ninety [90] days) for notifying unit members of acceptance or rejection of a claim.

14.5.4 **COMPENSATION.** During the first sixty (60) working days of an approved industrial accident claim, the unit member shall receive full salary. Thereafter, the unit member will receive their regular pay utilizing any temporary disability allowance the unit member is receiving combined with accumulated sick leave, accumulated compensatory time off, accrued vacation and/or half pay sick leave. The amount of sick and other paid leave will be used only in the amount needed to provide the normal wage or salary. In no event shall the unit member, for any period of disability, receive compensation greater than their normal salary.

14.5.5 Payment for wages on any day shall not, when added to an award granted the unit member under the Workers' Compensation laws of this State, exceed the normal wage for the day. During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off or other available leave provided by law or the action of the Board of

Trustees, the unit member may endorse to the DISTRICT wage loss benefit checks received under the Workers' Compensation laws of this State. In the absence of such endorsement, the DISTRICT shall pay the difference between the wage loss benefit check and any entitlement the unit member may have.

14.5.6 The industrial accident or illness leave is to be used in lieu of sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave will then be used. If, however, a unit member is still receiving Workers' Compensation benefits at the time of the exhaustion of benefits under this section, they shall be entitled to use only so much of their accumulated and available sick leave and vacation leave, which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.

14.5.7 When all available leaves of absence, paid or unpaid, have been exhausted, and if the unit member is not medically able to assume the duties of their position, they shall, if not placed in another position after completion of the interactive process, be placed on a reemployment list for a period of thirty-nine (39) months.

If the unit member is medically cleared by the DISTRICT during the thirty-nine (39) month period, the unit member shall be reemployed in a vacant position in the class of their previous assignment over all other available candidates, except for a reemployment list established because of lack of work or lack of DISTRICT funds in which case the employee shall be listed in accordance with appropriate seniority regulations. A unit member whose name has been placed on a reemployment list and who has been medically cleared by the DISTRICT for return to duty, and who refuses to accept an appropriate assignment, shall have their name removed from the reemployment list.

14.5.8 Leave under this section shall commence on the first day of absence. The DISTRICT may select the examining physician and require a physician's report as verification of illness or injury due to industrial accident or illness.

14.6 **PERSONAL NECESSITY LEAVE.** Absences due to personal necessity leave shall be deducted from the unit member's sick leave balance and recorded on the unit member's work report. Any days of leave of absence for illness or injury under section 14.4 of this Agreement may be used by a unit member, at their election in cases of personal necessity, including, the following:

a. Death of a member of the unit member's immediate family when additional leave is required beyond that provided in section 14.1 of this Article.

- b. Accident involving their person or property, or the person or property of a member of their immediate family.
- c. Appearance in court as a litigant, party or witness under subpoena or any order made with justification. If the unit member receives payment for this appearance, such payment will be forfeited to the DISTRICT.
- d. A serious illness of a member of the family.
- e. Such other reason approved by the DISTRICT.

A maximum of seven (7) days of accumulated, full-salary sick leave credit may be used for personal necessity leave in each fiscal year. Under no circumstances shall leave be available for purposes of recreation of any kind, engaging in other employment of any kind, including direct or indirect self-employment, social events, vacation, any concerted refusal to work, pursuit of other business, financial or economic interests of the unit member, or any illegal activity. For purposes of this section, members of the immediate family mean the mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse/registered domestic partner of the unit member, and the spouse/registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the unit member, or any relative living in the immediate household of the unit member.

The unit member shall notify their supervisor no less than five (5) days in advance of taking such leave, unless an emergency makes such notice impossible. Personal necessity leave requests shall be submitted to a supervisor by using the Classified Time Off Request Form (accessible on the DISTRICT intranet). The supervisor receiving the request shall provide the unit member with a response within five (5) calendar days from receipt of the request.

- 14.7 **UNAUTHORIZED LEAVE.** Absences due to unauthorized leave shall be recorded on the unit member's work report. Any unit member absent without being on approved leave shall have deducted from their salary the appropriate amount covering such period. The DISTRICT reserves the right to take any appropriate disciplinary action against such unit member. Failure to notify the DISTRICT of the anticipated absence prior to the commencement of the unit member's shift may constitute unauthorized leave.
- 14.8 **BREAK IN SERVICE.** No absence under any paid leave provisions of this Article shall be considered as a break in service for any unit member who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.
- 14.9 **ADDITIONAL LEAVE.** The DISTRICT may grant, in addition to the leaves set forth hereinabove, such additional leaves of absence, with or without pay, for such purposes and periods of time as it deems advisable.

14.10 **AUTHORIZED LEAVE VERIFICATION.** Prior or subsequent to approval of any paid leave, the DISTRICT may require a unit member to furnish a physician certificate, affidavit or other documentation, on forms prescribed by the DISTRICT, as verification of illness or other reason for authorized leave. Verification may be required when the DISTRICT has reason to question the validity or any request for approved leave.

14.11 **PARENTAL LEAVE AND FAMILY CARE AND MEDICAL LEAVE.** Absences due to Parental Leave and Family Care and Medical Leave shall be recorded on the unit member's work report.

14.11.1 **PARENTAL LEAVE/BONDING.** The DISTRICT will allow the use of paid sick leave for parental leave bonding up to a period of twelve (12) weeks within the first year following the birth or adoption of a child. A unit member shall not be provided more than one twelve (12) workweek period for parental/bonding leave during any twelve (12) month period.

- a. The unit member must have served as an employee of the DISTRICT for a period of one (1) year, however, the unit member is not required to have 1,250 hours of service during the previous (12) month period in order to take parental/bonding leave.
- b. If a unit member exhausts all available sick leave, including all accumulated sick leave, and continues to be absent from their duties on account of parental leave, the unit member shall be compensated at no less than fifty (50%) percent of the unit member's regular salary for the remaining portion of the twelve (12) workweek period of parental leave.
- c. During this leave, the DISTRICT will continue benefit coverage, sick leave and seniority will accrue, and pension contributions will be made by both DISTRICT and unit member.
- d. **INTERMITTENT LEAVE.** A unit member may request to use parental leave on an intermittent basis with duration of no less than two (2) week increments. However, the DISTRICT must grant a request for leave of less than two (2) weeks duration on any two (2) occasions.
- e. Parental leave will run concurrently with applicable state and federal laws.

14.11.2 **FAMILY AND MEDICAL LEAVE.** Unit members are entitled to Family Care and Medical Leave for a total of up to twelve (12) weeks in a one (1) year (12 months) period as set forth in applicable Federal and State law for the purpose of a birth of a child, an adoption, placement of a foster child, to care for a seriously ill family member, or because of an employee's own serious health condition.

- a. The unit member must have served as an employee of the DISTRICT for a period of one (1) year, and has at least 1,250 hours of service for the DISTRICT during the twelve (12) month period immediately preceding the leave.

- b. Sections 14.11.1 or 14.11.2 individually or in combination may not exceed a total of twelve (12) weeks in any twelve (12) month period.
- c. Upon exhaustion of sick leave, a unit member may utilize difference in pay up to completion of the twelve-week period.
- d. During this leave, the DISTRICT will continue benefit coverage, sick leave and seniority will accrue, and pension contributions will be made by both DISTRICT and unit member.
- e. For purposes of this section, family member is defined as a unit member's child, parent or spouse/domestic partner.

14.12 FAMILY SCHOOL PARTNERSHIP LEAVE. In accordance with Labor Code Section 230.8, a unit member who is a parent, guardian, stepparent, foster parent, or grandparent of, or a person who stands in loco parentis to a child or children in kindergarten or grades one (1) to twelve (12), inclusive, or attending a licensed child care provider, may take off up to forty (40) hours each calendar year, not exceeding eight (8) hours in any calendar month of the year, to participate in activities of the school or licensed child care provider of any of their children. The unit member shall notify their supervisor in advance of taking such leave. Absences due to participation in school activities of children shall be recorded on the unit member's work report.

14.12.1 If more than one (1) parent of a child are employed by the DISTRICT at the same worksite, the entitlement under section 14.12 of a planned absence as to that child applies, at any one (1) time, only to the parent who first gives notice to the employer.

14.12.2 Unit members may utilize existing vacation, personal leave or compensatory time off for the purposes of the planned absence.

14.12.3 A unit member, if requested by the DISTRICT, shall provide documentation from the school or licensed childcare provider as proof that they engaged in child-related activities permitted in section 14.12 on a specific date and at a particular time. Documentation means whatever written verification of parental participation the school or licensed childcare provider deems appropriate and reasonable.

14.13 STATE AND FEDERAL LEAVE LAWS. Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and Pregnancy Disability Leave (PDL) benefits are available to unit members as entitled under current state and federal law. Upon request, the DISTRICT shall provide the unit member a copy of their rights and benefits. All Federal and State Leave benefits will be calculated for eligibility and use on a 12-month basis.

- a. In cases of non-pregnancy related illness, State and Federal leave laws will run concurrently with Sick Leave if unit member meets the eligibility requirements.

- b. In cases of pregnancy related illness, applicable State and Federal leave laws will run concurrently with Sick Leave if unit member meets the eligibility requirements.

14.14 **CATASTROPHIC ILLNESS LEAVE DONATION PROGRAM.** The purpose of this program is to permit unit members with a catastrophic injury or illness to solicit individual donations of sick leave and/or vacation and/or compensatory time leave from DISTRICT employees.

All requests submitted to the Vice Chancellor of Human Resources or designee are handled with confidentiality and upheld throughout the process. The DISTRICT will make every effort to protect the identity and privacy of the catastrophic illness leave recipient.

14.14.1 **Definition of Catastrophic Leave:** The intent of this program is to permit unit members to donate eligible leave credits to a unit member when that unit member or a member of their family suffers from a catastrophic illness or injury. For purposes of this Article a catastrophic illness or injury is defined as one which is expected to incapacitate the unit member or a member of their family for an extended period of at least forty-five (45) or more calendar days and taking extended time off work creates a financial hardship for the unit member because they have exhausted all of their sick leave, extended sick leave, and other paid time off (e.g., vacation, compensatory time, holidays (including birthday and floating holidays), etc.). For purposes of this Article, eligible leave credits are: sick leave, vacation, and compensatory time.

A catastrophic leave donation request may be initiated immediately, using the process defined below, at the moment the need is known. However, catastrophic leave will not begin until all leaves have been exhausted as defined in this Article. The maximum amount of time for which donated leave credits may be used, but not to exceed use for a maximum period of twelve (12) consecutive months.

For purposes of this section, "family" means the mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse/registered domestic partner of the unit member, and the spouse/registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the unit member, or any relative living in the immediate household of the unit member.

14.14.2 **RECIPIENT REQUIREMENTS.**

The Recipient:

- a. Is a regular, non-probationary unit member who has exhausted all available paid leave credits, as referenced in section 14.14.1;

- b. Is incapacitated/absent for an extended period of time no less than forty-five (45) calendar days;
- c. Is incapacitated during assigned time. For example, in the case of ten (10) or 11-month employee only assigned time will be considered;
- d. May use donated time in partial day increments;
- e. May initially request not more than sixty (60) days. A unit member may request an additional sixty (60) days by filing an additional request;
- f. Recipient must fill out the Catastrophic Leave Donation Program Application, which must be requested from the Office of Human Resources. Any DISTRICT employee, supervisor, family member, Office of Human Resources, or the Recipient's medical provider may request Catastrophic Leave benefits on behalf of the Recipient;
- g. A portion of the Catastrophic Leave Request Donation Program Application, requires a written statement from a physician, which verifies catastrophic illness or injury of the Recipient or the Recipient's immediate family member as defined in 14.14.1. In the event a physician is unable or unwilling to fill out their portion of the Catastrophic Leave Request Donation Program Application, a separate written statement from a physician which provides the answers to all of the relevant healthcare provider questions on the Catastrophic Leave Request Donation Program Application will be accepted; and
- h. Must use all donated leave within a twelve (12) consecutive month period following the donations. If the Recipient returns to work and has a reoccurrence of the same or related catastrophic injury or illness, after using any accrued vacation or sick leave, previously donated leave days may be used if time remains available, within the same twelve (12) month period.

The Vice Chancellor of Human Resources or designee shall evaluate all requests for catastrophic leave and shall have authority for granting leave in accordance with this Article. Pledged donated leaves can be used only for the specified catastrophic injury or illness. A different catastrophic injury or illness must be handled as a separate second incident. If the DISTRICT has reasonable cause to believe there is abuse of the catastrophic leave policy by a unit member, the DISTRICT may require additional medical verification from a physician selected by the DISTRICT at the DISTRICT's expense.

The Office of Human Resources will notify DISTRICT employees in writing of the need for donations of catastrophic leave credits and collect all signed Catastrophic Donation Forms. The Office of Human Resources will notify Payroll of donated hours. Payroll will deduct donated hours from the donor and credit donated hours to the recipient. The Office of Human Resources and Payroll will keep a record of all donated leave credits.

If Recipient's request for catastrophic leave is denied, the Recipient or Recipient's agent or ASSOCIATION may request a review of the reason(s) for denial. If the denial is upheld the unit member or ASSOCIATION may appeal the decision to the Chancellor. If the denial is upheld at the Chancellor level, the decision is not subject to the grievance process.

14.14.3 **DONOR REQUIREMENTS.** Unit members may donate leave credits to an eligible classified, confidential, management or academic employee under the following conditions:

- a. Donors may volunteer no more than fifty percent (50%) of their accrued sick and/or vacation and/or compensatory time. Donors must have accrued no less than one-hundred and twenty (120) hours of leave credits prior to donation;
- b. Unit members wishing to donate catastrophic leave credits must donate credits in writing on a signed, Catastrophic Donation Form, distributed by the Office of Human Resources;
- c. The minimum amount of donated leave credits shall be eight (8) hours and in one (1) hour increments thereafter;
- d. The donor understands that donation of catastrophic leave credits is voluntary;
- e. Donations may be made by eligible classified, confidential, management or academic employees;
- f. All transfers of eligible leave credit are irrevocable. Unused leave credits will not be credited back to the donor; and
- g. Donated leave is charged on an hour-for-hour basis.

**ARTICLE 15: VACANCIES, VOLUNTARY DEMOTIONS, IN-HOUSE OR PROMOTIONAL ONLY
RECRUITMENTS**

- 15.1 **POSTING OF VACANCIES.** Notice of all job vacancies within the bargaining unit shall be posted to the DISTRICT's website. "In-House or Promotional Only" recruitment notices shall be sent to all unit members via DISTRICT e-mail in a timely manner.
- 15.1.1 The job vacancy notice shall remain posted for a period of ten (10) days, during which time unit members may file for the vacancy.
- 15.1.2 **NOTICE CONTENTS.** The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.
- 15.1.3 **FILING.** Any unit member may file for the vacancy by submitting written notice to the Office of Human Resources within the filing period.
- 15.1.4 **NOTIFICATION.** Any unit members who apply for "In-House or Promotional Only" recruitments shall be notified via DISTRICT e-mail whether they were or were not selected. All unit members' filings shall be reviewed in the following order: voluntary demotion then In-House or Promotional Only.
- 15.2 **VOLUNTARY DEMOTION.** Unit members requesting a voluntary demotion to a lower classification pursuant to Article 9 (Layoff and Reemployment) shall be given preference over other applicants with equal or lesser qualifications. If the position from which a unit member took a voluntary demotion pursuant to Article 9 (Layoff and Reemployment) is again vacant, that unit member will be given preference over other applicants with equal or lesser qualifications in filling the former position. This section shall be superseded by the provisions in Article 9 (Layoff and Reemployment) when applicable (see sections 9.4.1 and 9.4.3).
- 15.3 **"IN-HOUSE OR PROMOTIONAL ONLY" RECRUITMENTS.** "In-House or Promotional Only" recruitment shall only be used:
- a. When the position is being filled on an interim basis for the minimum time necessary to allow for full and open recruitment which shall not exceed nine-hundred and sixty (960) hours in a fiscal year.
- b. When there is a reorganization that does not result in a net increase in the number of unit members.
- 15.3.1 Unit members shall receive documentation of the temporary work assignment via DISTRICT's e-mail and it shall be placed in the unit member's personnel file.

15.3.2 The rate of pay for in-house promotional assignments shall be placed on the step of the range of their new classification which most nearly corresponds to a five percent (5%) increase but not less than such increase. If the increase exceeds the highest step of a higher classification, the unit member shall be paid at the higher step.

ARTICLE 16: PERSONNEL

16.1 **CLASSIFICATION.** The DISTRICT may create new classifications and fix duties, responsibilities, and assignments for such classifications, or reclassify or abolish positions as long as any such action is not inconsistent with other provisions in this Article or Agreement. Except by mutual agreement, the DISTRICT shall notify the ASSOCIATION in writing via DISTRICT e-mail thirty (30) days prior to the board calendaring of an agenda item of any new classification or the abolition of a classification. The ASSOCIATION shall notify the DISTRICT in writing via DISTRICT e-mail, within ten (10) days of the date that the DISTRICT sent the notice, of its intent to negotiate the effects of such new classifications or abolition of the classification.

16.1.1 The DISTRICT will notify the ASSOCIATION in writing via DISTRICT e-mail within ten (10) days, of implementing its decision to reorganize classified position(s) at the colleges or DISTRICT sites. The ASSOCIATION shall notify the DISTRICT in writing via DISTRICT e-mail within ten (10) days of the date that the DISTRICT sent the notice, of its intent to negotiate effects of such reorganization.

16.2 **PERSONNEL FILES.** The personnel file of each unit member shall be maintained at a single location determined by the DISTRICT.

16.2.1 Any supervisor or other administrator who writes and places into the personnel file a written adverse comment shall sign and date such memorandum or document. The unit member shall be provided with copies of any adverse comment and shall have thirty (30) days within which to file a written response with the Office of Human Resources to any adverse comment entered in his/her personnel file. Such written response shall be attached to, and shall accompany, the adverse comment.

Any written adverse comment in a personnel file shall be signed by the preparer and the unit member in question. If the unit member refuses to sign the document their refusal shall be noted on the document. In the event material containing adverse comments is found, upon inspection of a personnel file, which has not been signed by the unit member or does not include a notation that the unit member refused to sign the material, then the material shall be removed from the file immediately.

16.2.2 Pursuant to Government Code Section 3306.5, the DISTRICT shall at reasonable times and at reasonable intervals, upon the request of a public safety officer, during usual business hours, with no loss of compensation to the officer, permit that officer to inspect personnel files that are used or have been used to determine that officer's qualifications for employment, promotion, additional compensation, or termination or other disciplinary action.

The DISTRICT shall keep each public safety officer's personnel file or a true and correct copy thereof and shall make the file or copy thereof available within a reasonable period of time after a request therefore by the officer.

- 16.2.3 If, after examination of the unit member's personnel file, the unit member believes that any portion of the material is mistakenly or unlawfully placed in the file, the unit member may submit via DISTRICT e-mail, a request to the Office of Human Resources, that the mistaken or unlawful portion be corrected or deleted. Any request made pursuant to this subdivision shall include a statement by the unit member describing the corrections or deletions from the personnel file requested and the reasons supporting those corrections or deletions. A statement submitted pursuant to this subdivision shall become part of the personnel file of the unit member.

Within thirty (30) calendar days of receipt of a request made pursuant to section 16.2.3, the DISTRICT shall either grant the unit member's request or notify the unit member of the decision to refuse to grant the request. If the DISTRICT refuses to grant the request, in whole or in part, the DISTRICT shall state in writing the reasons for refusing the request, and that written statement shall become part of the personnel file of the unit member.

- 16.2.4 The DISTRICT shall maintain a log within each unit member's personnel file indicating the persons (other than employees in the Office of Human Resources) who have examined the file and the date of such examination. The log and the unit member's personnel file shall also be available to the appropriate ASSOCIATION representative with written authorization of the unit member where disciplinary action is pending against, or a grievance has been filed by the unit member. Such examination by the unit member or ASSOCIATION representative shall conform to the parameters set forth under section 16.2.2.

- 16.2.5 Upon written authorization of the unit member, an ASSOCIATION representative may review the unit member's personnel file. An ASSOCIATION representative may accompany any unit member in the review of that member's file.

- 16.3 **CLASSIFICATION AND COMPENSATION STUDIES.** The DISTRICT and the ASSOCIATION shall review each classification within the bargaining unit at least once within a three (3) year period.

- 16.3.1 The DISTRICT and the ASSOCIATION shall mutually agree on the compensation and classification study process. Any salary range adjustments shall be negotiated.

- 16.3.2 New position classifications and/or revisions to existing position classifications shall be subject to mutual agreement between the DISTRICT and ASSOCIATION.

ARTICLE 17: DISCIPLINE

- 17.1 Discipline is corrective in nature and is not intended to be punitive. Discipline is intended to provide unit members the opportunity to improve job performance and comply with policies and procedures.
- 17.2 The DISTRICT shall follow the principles of progressive discipline, when applicable. Exceptions to progressive discipline include, but are not limited to, cases of misconduct or cause as defined in section 17.3 of this Article. Discipline includes, but is not limited to, written reprimand, suspension without pay, demotion, and termination. Discipline for misconduct may commence at any step depending on the seriousness of misconduct.
- 17.2.1 **STEP 1 – PERFORMANCE DEFICIENCIES CONFERENCE.** Prior to any formal disciplinary action for performance related deficiencies, the unit member's immediate supervisor may notify the unit member of the deficiencies in their job performance that has been observed. If deficiencies are addressed by commencing with this Step 1 process, the supervisor shall identify improvements needed and how the unit member may improve their performance. The supervisor shall also provide a written improvement plan including coaching and training, as needed, to address the identified deficiencies. The unit member's performance must be reviewed within sixty (60) days to document the unit member's progress, including any recommendations for continued success. All documentation related to the performance deficiencies shall be placed in the unit member's personnel file and shall be used as supporting documentation in later steps. This Step 1 – Performance Deficiencies Conference shall also serve as the Performance Evaluation – Conference for unit members placed on a Performance Improvement Plan referenced in section 13.4 of this Agreement.
- 17.2.2 **STEP 2 – LETTER OF REPRIMAND.** If performance deficiencies identified in Step 1 have not improved, a supervisor may issue a Letter of Reprimand to the unit member. The Letter of Reprimand shall outline those specific areas or incidents of the unit member's misconduct and/or deficient performance, and written directives for improvement. The Letter of Reprimand shall not include any performance deficiencies or misconduct that were not included in Step 1.
- 17.2.2.1 **WRITTEN RESPONSE.** Unit members shall have thirty (30) calendar days from receipt of the Letter of Reprimand to file a written response. Such written response shall be attached to, and shall accompany, the Letter of Reprimand in the unit member's personnel file.
- 17.2.2.2 **ADMINISTRATIVE APPEAL - LETTER OF REPRIMAND.** If a unit member elects to appeal the Letter of Reprimand, the unit member shall request in writing to the Chief of Police or their designee such appeal

within five (5) days of receipt of the Letter of Reprimand. The appeal shall be heard by the Chief of Police or their designee within fifteen (15) days of receipt of the written request for the appeal. This appeal shall serve as the administrative appeal pursuant to Government Code Section 3304(b). The Chief or their designee shall render a decision within fifteen (15) days.

The Chief's or their designee's decision shall be final, binding, and not subject to any further appeal or grievance process.

17.2.3 **STEP 3 – SUSPENSION.** If performance deficiencies identified in Step 2 have not improved or if the unit member's conduct warrants starting the disciplinary action at Step 3, the Chief of Police may make a recommendation to the Vice Chancellor of Human Resources or designee that the unit member's deficient performance or misconduct may warrant a suspension without pay for a period not to exceed five (5) days, as deemed appropriate. Copies of the recommendation shall be sent to the unit member and placed in the unit member's personnel file. A Notice of Intent to Discipline shall be prepared in accordance with section 17.4 of this Article, sent to the unit member, and placed in the unit member's personnel file.

17.2.4 **STEP 4 – SIGNIFICANT DISCIPLINARY OPTIONS.** If performance deficiencies and/or misconduct identified in Step 3 have not improved after the above procedures have been followed or if the misconduct warrants disciplinary action beginning at Step 4, the Vice Chancellor of Human Resources or designee may propose the following disciplinary action be taken against the unit member: demotion, suspension, transfer, or reassignment without the unit member's voluntary consent, or termination. A Notice of Intent to Discipline shall be prepared in accordance with section 17.4 of this Article, sent to the unit member, and placed in the unit member's personnel file.

17.3 **CAUSES FOR DISCIPLINARY ACTION.** Cause is defined as those acts, omissions, or behaviors which are detrimental to the operations of the DISTRICT and/or its major instructional, student and administrative divisions, or which impair the DISTRICT's mission, purpose or objectives.

The term "cause" for disciplinary actions that occur outside the progressive discipline steps in the forgoing portions of Article 17 includes, but is not limited to:

- Insubordination including the refusal to perform assigned duties or the refusal to obey a lawful directive from a supervisor.
- Carelessness or negligence in the care and/or use of DISTRICT property.
- Discourteous offensive, or abusive conduct or language toward other employees, students, or the public.

- Dishonesty.
- Drinking alcoholic beverages on the job or reporting to work while intoxicated.
- Use of narcotics on the job or reporting to work under the influence. The use of drugs under and consistent with the directions of a physician which does not impair the performance of a classified employee is not prohibited.
- Personal conduct of an unlawful nature or other conduct which a reasonable person would know may have adverse impact on the DISTRICT.
- Engaging during required work time in political activity not authorized by law.
- Conviction of any felony or any crime involving moral turpitude.
- Repeated unexcused absence or tardiness.
- Abuse of any leaves.
- Intentionally falsifying any information supplied to the DISTRICT, including, but not limited to, information supplied on application forms, employment records, or any other DISTRICT records.
- Persistent violation or refusal to obey all rules and regulations made applicable to public schools by the Governing Board or by any appropriate Federal, State or local governmental agency.
- Offering of anything of value or offering any service in exchange for special treatment in connection with the classified employee's assigned duties, or the accepting of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
- Negligent or intentional violation of any law concerning the DISTRICT.
- Advocacy of overthrow of Federal, State or local government by force, violence or other unlawful means.
- Violating any DISTRICT, Governing Board, and/or Department policy and/or procedure.

17.4 **DUE PROCESS.** When disciplinary action amounting to a one-day suspension or more is being proposed against a unit member, the DISTRICT must comply with the procedural due process requirements before it may deprive a unit member their property right and/or interest. Due process mandates that at a minimum a unit member must be provided with the following pre-disciplinary safeguards:

- a. notice of the intended disciplinary action;
- b. cause(s) for the action;
- c. a statement of the charges signed by the Vice Chancellor of Human Resources or designee setting forth in clear and understandable language the specific act(s), error(s), or omission(s) giving rise to the charges;
- d. a copy of all materials including statements on which the DISTRICT relied upon preparing the Notice of Intent to Discipline;
- e. copies of any sections of this contract, rules, regulations, policies, procedures, or laws which are alleged to have been violated;

- f. notice of the right to respond to the charges either verbally or in writing prior to imposed discipline;
- g. the right to representation at all phases of the disciplinary process; and
- h. a statement of the unit member's right to hearing(s).

17.4.1 NOTICE OF INTENT TO DISCIPLINE. When disciplinary action amounting to a one-day suspension or more is proposed, the DISTRICT shall provide the ASSOCIATION and unit member a Notice of Intent to Discipline setting forth the cause of the action, the specific acts, and/or omissions upon which the proposed discipline is based and copies of all statements or documents upon which the DISTRICT relied on assessing the degree of proposed discipline. The notice should be in compliance with the provisions of Education Code Sections 88013 and 88016.

17.4.2 RIGHT TO A PRE-DISCIPLINARY MEETING (SKELLY CONFERENCE). The Notice of Intent to Discipline shall inform the unit member of their right to request a "pre-disciplinary meeting" (Skelly Conference) prior to the imposition of the discipline. Such request for a "pre-disciplinary meeting" (Skelly Conference) must be made in writing to the Office of Human Resources within five (5) days from receipt of the Notice of Intent to Discipline in the manner articulated in the Notice of Intent to Discipline. In the event of the unit member's timely request of a "pre-disciplinary meeting" (Skelly Conference), such a meeting shall be held no sooner than five (5) days but within a reasonable period of time of the unit member's request. At such a meeting the unit member shall be granted a reasonable opportunity, either in person or in writing, to make any representations the unit member believes are relevant to the case and put forth any information as to why the intended action should not proceed.

If a pre-disciplinary hearing is held, the DISTRICT shall provide the ASSOCIATION and unit member with a written notification of the Skelly Officer's recommendation to either continue, amend, reduce, or dismiss the proposed discipline within ten (10) days.

17.4.3 RIGHT TO AN EVIDENTIARY HEARING. If the unit member forgoes the "pre-disciplinary meeting" (Skelly Conference) or the DISTRICT chooses to impose disciplinary action amounting to a one-day suspension or more after the "pre-disciplinary meeting" the DISTRICT shall provide the unit member with a Final Notice of Discipline. The Final Notice of Discipline shall inform the unit member of their right to request an evidentiary hearing. Such request for an evidentiary hearing must be made in writing to the Office of Human Resources in the manner articulated in the Final Notice of Discipline within five (5) days from receipt of the Final Notice of Discipline. If the unit member requests an evidentiary hearing within the five (5) day period, at such hearing the unit member will be provided an opportunity to present oral and/or documentary evidence, confront and cross examine witnesses and to be represented by a representative of their choice. No

evidentiary hearing shall be held unless written notice is delivered to the Office of Human Resources in the manner articulated in the Final Notice of Discipline within five (5) days of the date this notice is served on the unit member.

Failure to file a timely request for an evidentiary hearing waives the unit member's right to an evidentiary hearing and no hearing will be held.

17.4.4 UNIT MEMBER'S RIGHT DURING AN EVIDENTIARY HEARING.

- a. **EVIDENTIARY HEARING:** All evidentiary hearings shall be conducted by a neutral Hearing Officer who shall be mutually agreed upon within twenty (20) days of the written request for an evidentiary hearing by the DISTRICT and ASSOCIATION. In the event the parties are unable to reach an agreement on the Hearing Officer within twenty (20) days from the date of the request for the hearing, a request for a list of five (5) qualified Hearing Officers will be submitted to the California Mediation and Conciliation Service by the DISTRICT. The Hearing Officer will be selected from the aforementioned list by alternate strike off. The first strike off will be determined by chance then each party will strike one name from the list until only one name remains. The remaining Hearing Officer will conduct the hearing. The hearing shall be conducted under rules of procedure established by the hearing officer which are consistent with the law. Both the DISTRICT and ASSOCIATION shall have the right to call witnesses, introduce evidence, cross examine any witness, and make motions or objections to the proceedings. All hearings shall be closed to the public unless the affected unit member specifically requests that the hearing be open to the public.
- b. **WITNESSES AND EVIDENCE:** The Hearing Officer shall have the authority to compel the production of such witnesses and evidence as may be necessary to ensure that the bargaining unit member's due process rights are protected. The technical rules of evidence shall not apply. Hearsay evidence may be submitted to support direct evidence but may not be sufficient standing alone to support a finding.
- c. **HEARING OFFICER'S NON-BINDING DECISION:** Following the Evidentiary Hearing, the Hearing Officer shall render their findings, and non-binding decision, which shall be served on both parties. The Hearing Officer's decision is a recommendation only to the Governing Board and is not binding.
- d. The Governing Board's decision shall be conclusive, final, binding on all parties, and not subject to further appeal.
- e. **COSTS:** The cost of the hearing and Hearing Officer will be borne by the DISTRICT.

17.5 **BURDEN OF PROOF.** When disciplinary action is to be imposed on the unit member, the burden of proof shall rest with the DISTRICT.

17.6 **PAID ADMINISTRATIVE LEAVE.** The Vice Chancellor of Human Resources or designee may, upon written notice, place a unit member on Paid Administrative Leave when investigating allegation(s) of misconduct, wrongdoing, illegal act(s), or for the safety or for the protection of the public, DISTRICT, or individual. The unit member shall remain on paid administrative leave while the investigation is being conducted, a decision is rendered, and subsequent action is taken. All of the aforementioned shall be conducted in a timely and expeditious manner. Paid Administrative Leave shall mean that the unit member shall not report to work but shall receive all pay and benefits and shall be accessible to the DISTRICT during all scheduled working hours.

ARTICLE 18: GRIEVANCE PROCEDURE

- 18.1 A “grievance” is a formal written allegation, on the prescribed DISTRICT form, by a unit member alleging a violation of this Agreement, DISTRICT policy, Federal or State law.
- 18.2 A “grievant” is a unit member, unit members, or the ASSOCIATION.
- 18.3 A “day” is any day in which the central administrative office of the San Bernardino Community College District is open for business.
- 18.4 The “immediate supervisor” is the lowest level supervisor having immediate jurisdiction over the grievant and who has been designated to adjust grievances.
- 18.5 **INFORMAL LEVEL.** A unit member’s grievance must be submitted orally in an informal conference with the unit member’s immediate supervisor within twenty (20) days after the act or omission giving rise to the grievance, or twenty (20) days after the unit member, through the exercise of reasonable diligence, should have had knowledge of the act or omission that have gave rise to the grievance. At the time of the conference, the unit member may be accompanied by another unit member.
- 18.6 **FORMAL LEVEL - STEP 1.** If the alleged grievance is not resolved at the informal conference, the grievant must within five (5) days after the informal conference, present their grievance in writing to their immediate supervisor. This statement shall be a clear, concise statement of the grievance, the decision rendered at the informal conference and the specific sections of the Agreement allegedly violated, misapplied, misinterpreted and the specific remedy sought. A grievance may include more than one (1) unit member provided the issue is the same.
- The immediate supervisor shall communicate their decision to the unit member in writing within five (5) days after receipt of the written grievance.
- 18.7 **STEP 2.** In the event the grievant is not satisfied with the decision rendered by the supervisor, they may appeal the decision to the Chief of Police or their designee within five (5) days after receipt of the immediate supervisor’s decision. This statement must include a copy of the original grievance, the decision rendered by the immediate supervisor, and the reason for the appeal. The Chief of Police, or their designee, will communicate a decision in writing within ten (10) days after receipt of the appeal.
- 18.8 **STEP 3.** In the event the grievant is not satisfied with the decision rendered by the Chief of Police, they may appeal the decision to the Chancellor or their designee within five (5) days after receipt of the immediate supervisor’s decision. This statement must include a copy of the original grievance, the decision rendered by the immediate supervisor, and the reason for the appeal. The Chancellor, or their designee, will communicate a decision in writing within ten (10) days after receipt of the appeal.

18.9 **STEP 4.** If the grievant is not satisfied with the decision of the Chancellor or their designee, the grievant may (with the approval of the ASSOCIATION) within thirty (30) days, submit a request in writing to the Chancellor for binding arbitration of the dispute.

18.9.1 The ASSOCIATION and the DISTRICT shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a list of five (5) names. Each PARTY shall alternately strike a name from the list until only one (1) name remains. The remaining person shall be the arbitrator. The order of the striking shall be determined by lot.

18.9.2 The fees and expenses of the arbitrator shall be borne equally between the DISTRICT and the ASSOCIATION. All other expenses shall be borne by the party incurring them. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue(s) submitted that shall be binding on the grievant, the ASSOCIATION and the DISTRICT. If the PARTIES cannot agree upon a submission agreement, the arbitrator shall determine the issue(s) by referring to the written grievance and the answer thereto at each step.

18.9.3 The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the DISTRICT.

18.9.4 The arbitrator shall submit their findings not later than twenty (20) days from the date of the close of the hearings or from the date the final statements and proofs are submitted to them. The arbitrator's findings of fact will be in writing and set forth their reasoning and decision on the issue(s) submitted.

18.10 **REPRESENTATION.** A unit member shall have the right to present grievances in accordance with these procedures with or without the intervention of the ASSOCIATION.

18.11 **ASSOCIATION NOTIFICATION.** In any instance where the ASSOCIATION is not represented in a grievance, the ASSOCIATION shall be notified of the intended disposition of the grievance ten (10) days prior to final action by the DISTRICT. The ASSOCIATION may respond in writing within the ten (10) day period.

18.12 **WAIVER.** The failure of the grievant to act within the prescribed time limits stated in this Article will act as a waiver of the grievance.

18.13 **DENIAL AND APPEAL.** The failure of the DISTRICT to issue a decision within the time limit at any step shall be deemed a denial and permit the grievant to proceed to the next step.

18.14 **SEPARATE GRIEVANCE FILE.** All documents, communications and records, dealing with the processing of a grievance shall be filed in a separate grievance file. Such materials may be

placed in a unit member's personnel file in cases where the document, communication or record may be relevant to a disciplinary matter.

18.15 **STATUS OF PARTIES PENDING OUTCOME.** As to matters related to the procedures of this section, the DISTRICT's action shall remain in effect pending the final outcome of the grievance.

ARTICLE 19: VACATION

19.1 PAID VACATION.

19.1.1 The first day of the month following the date of initial employment is considered the day and month in determining vacation entitlement.

19.1.2 Probationary unit members shall be eligible to accrue vacation, but earned vacation shall not become a vested right until completion of the initial six (6) months in paid status with the DISTRICT. After the completion of this initial six (6) month period, vacation leave earned under the provisions of this Article shall be available to each unit member to use or cashout.

19.2 VACATION ACCRUAL FORMULA.

19.2.1 Vacation for unit members shall be computed on an hourly basis, one-hundred and seventy-three (173) hours being equal to one (1) full month of employment. Vacation time shall be earned and accrued in hours based on the unit member's longevity date on a monthly basis according to the following schedule:

0 months through 4 years	10.67 hours per month
Beginning 5 years through 10 years	12.67 hours per month
Beginning 11 years through 15 years	14.67 hours per month
Beginning 16 years	15.33 hours per month
Beginning 20 years	16.33 hours per month
Beginning 25 years	17.33 hours per month

19.2.2 **PARTIAL MONTHS.** Vacation earned for partial months worked shall be as follows:

Less than 1 week	25% of a month's entitlement
1 week to 2 weeks	50% of a month's entitlement
More than 2 weeks	100% of a month's entitlement

19.3 **VACATION CAP.** Unit members anticipated to have more than four-hundred and eighty (480) hours of accumulated vacation at the end of the fiscal year will be required to reduce their balance to less than four-hundred and eighty (480) hours. Unit members shall meet with a supervisor to attempt to schedule time off.

AUTOMATIC VACATION CASH-OUT IMPLEMENTATION. Effective September 1, 2024, and each September 1 thereafter, any unit member with an excess of four-hundred and eighty (480) hours of vacation on September 1 of each calendar year will automatically be paid out those hours exceeding the four-hundred and eighty (480) hours. The unit

member shall receive cash compensation at the unit member's regular rate of pay and payout will be made available on the first available open pay cycle after October 1.

UNIT MEMBER INITIATED VACATION CASH-OUT. Once a unit member accrues two-hundred and forty (240) hours of vacation pay, the unit member may make a written election to cash-out some or all of the vacation pay that the unit member will accrue in the following calendar year. Such election to cash-out vacation pay must be made by the unit member on or before December 31st of the year prior to the unit member's payout date for the vacation pay being cashed-out. Such election will be irrevocable once made. The payout date for the cashed-out vacation pay will be specified on the Cash-Out Request Form, which shall be submitted to Payroll (payroll@sbccd.edu), and must be a date by which the unit member will have accrued in such payout year vacation pay which equals or exceeds the amount of vacation pay which the unit member has elected to cashout. Vacation cashouts shall be paid on the unit members' first available open pay cycle. Vacation pay shall be based upon the unit member's salary at the time the vacation is taken or cashed-out.

19.4 **STATUS REPORT ON VACATION.** All unit members shall have access to view their individual status report online. The report shall be updated quarterly.

19.5 **HOLIDAYS (DURING VACATION).** When a holiday falls during the scheduled vacation of any unit member, the day shall not be charged as a vacation day.

19.6 **VACATION SCHEDULING.**

19.6.1 Vacations shall be scheduled at times requested by unit members so far as possible within the DISTRICT's work requirements. If there is any conflict between unit members who are working on the same or similar job duties as to when vacations shall be taken, the vacations shall be rotated as equally as is practical among unit members within the department on a seniority basis, as follows:

Unit members may select one (1) full week of vacation based on seniority during the shift bidding process. After all unit members have been provided with an opportunity to select one (1) full week of vacation based on seniority, all additional requests for vacation during the work shift rotation shall be on a first come, first served basis.

19.6.2 **PRIOR APPROVAL.** Vacation requests shall be submitted to a supervisor by using the Classified Time Off Request Form (accessible on the DISTRICT intranet) and shall also be submitted as far in advance as possible. The supervisor receiving the request shall provide the unit member with a response within five (5) calendar days from receipt of the request. While the DISTRICT will make reasonable efforts to approve vacation requests that are convenient for the unit member, it reserves the right to deny requests based on DISTRICT's operational needs. If the request

is denied, this decision shall not be arbitrary or capricious and the reason for denial shall be provided to the unit member in writing.

19.6.3 **UNAUTHORIZED ABSENCE.** Any unit member absent without being on approved leave shall have deducted from their salary the appropriate amount covering such period. The DISTRICT reserves the right to take any appropriate disciplinary action against such unit member, including termination. Failure to notify the DISTRICT of the anticipated absence prior to the commencement of the unit member's shift may constitute unauthorized leave. Leaves due to unauthorized absences shall be recorded on the unit member's work report.

19.7 **VACATION INTERRUPTION.** A permanent unit member may interrupt or terminate their regular vacation leave in case of illness, and use sick leave before continuing regular leave or returning to work, subject to the following requirements:

- a. The unit member must notify their supervisor of the interruption or termination of their vacation prior to use of sick leave;
- b. The supervisor shall notify the unit member if they may continue their vacation leave, after use of sick leave, or if they must report to their normally assigned work; and
- c. Upon returning to the regularly assigned work, the unit member must furnish a doctor's medical certificate verifying the illness or injury which interrupted or terminated their vacation.

19.8 **SEPARATION OR TERMINATION OF EMPLOYMENT.**

19.8.1 **RESIGNATION AND RETIREMENT.** Upon termination, a unit member shall be entitled to all unused vacation pay earned and accumulated up to the time of termination, except unit members who have not completed the initial six (6) months of employment with the DISTRICT shall not be entitled to such compensation.

ARTICLE 20: HEALTH SERVICE, CONTINUATION AFTER RETIREMENT

20.1 **HEALTH COVERAGE AFTER RETIREMENT.** Any unit member who chooses early retirement or disability will continue to be eligible, if permitted by the carrier, to participate in one of the existing hospitalization/medical plan benefits pursuant to the provisions of Article 10, with the least expensive hospitalization/medical plan paid by the DISTRICT until age 65. Retirees shall be responsible for any additional cost in the event they select a more expensive hospitalization/medical plan. Coverage after retirement is subject to the following conditions.

To be eligible for health coverage after retirement under this Article, the unit member must either:

- a. Have attained the age of fifty-five (55) before terminating employment and have completed a minimum of ten (10) years of continuous service with the DISTRICT, or
- b. Have attained the age of fifty (50) before terminating employment and have completed a minimum of twenty (20) years of continuous service with the DISTRICT.

20.1.1 The unit member must be an employee of the DISTRICT immediately preceding retirement and must retire under the Public Employees' Retirement System (PERS) immediately upon retirement from the DISTRICT or within thirty (30) days.

20.2 **PERS SAFETY RETIREMENT.** The DISTRICT agrees to amend its contract with PERS to allow for the 2.7% @ 57 for CLASSIC and PEPRAs members.

20.3 **DISABILITY RETIREMENT.** The DISTRICT agrees to contract with Public Employees' Retirement System (PERS) for Industrial Disability Retirement (IDR).

20.4 Notwithstanding the foregoing, the following provisions apply to both safety and disability health benefits:

- a. Medical coverage terminates on the death of the retiree.
- b. The retiree has the responsibility to notify the Human Resources Office of any change of address by certified mail.
- c. The retiree must annually truthfully respond to a status questionnaire from the Office of Human Resources within forty-five (45) days of mailing. Failure to do so may result in termination of these benefits.
- d. Retirees covered under this Article may change from one (1) DISTRICT offered medical plan to another by notifying the DISTRICT Office of Human Resources prior to the end of the open enrollment period. Open enrollment periods may vary from year to year. Please contact the Office of Human Resources to verify period.

ARTICLE 21: SEVERABILITY

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

ARTICLE 22: EFFECT OF AGREEMENT

- 22.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over DISTRICT practices and procedures and over State laws to the extent permitted by State law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the DISTRICT.

ARTICLE 23: SAFETY

- 23.1 **UNSAFE/UNSANITARY CONDITION.** Unit members shall notify their supervisor in writing concerning an unsafe or unsanitary condition in the DISTRICT directly affecting their physical welfare. The supervisor shall acknowledge receipt of the written condition by initialing and dating the original request. Such initials acknowledge receipt only. Their supervisor shall investigate said reported unsafe or unsanitary condition and shall notify the unit member of any findings and suggested corrective action within five (5) working days of the receipt of the written request.
- 23.2 **SAFETY COMMITTEE.** The DISTRICT shall allow for unit member representation on any committee appointed by the DISTRICT for the purpose of investigating, developing and promulgating safety programs which significantly affect unit members.

ARTICLE 24: COMPLETION OF MEET AND NEGOTIATION

- 24.1 **TERM.** The DISTRICT and ASSOCIATION agree to a three-year Agreement beginning with July 1, 2023, and ending on June 30, 2026. The DISTRICT further agrees that the agreement shall remain in full force and effect until completion of a binding successor agreement is reached by the parties or until exhaustion of the statutory PERB procedures involved in resolving contract negotiation disputes including impasse and fact-finding procedures.

For 2024-2025 and 2025-2026, SBCCD POA reserves the right to re-open Article 7 for negotiations on salary increases in accordance with Appendix B/Salary Increase Memorandum of Understanding, dated December 20, 2023, both parties agree to open Article 10 Health & Welfare and related Appendices in each year of the agreement. In addition, each party may reopen up to two (2) other articles each year.

This Agreement has been ratified by SBCCD POA on May 22, 2024.

APPENDIX A: POA SALARY SCHEDULE

POA Salary Schedule
Board Approved 02/08/24

RANGE	POSITION	STEP									
		A	B	C	D	E	F	G	H	I	J
50	• College Police Officer	\$ 37.69	\$ 39.57	\$ 41.58	\$ 43.64	\$ 45.82	\$ 47.20	\$ 48.61	\$ 50.07	\$ 51.57	\$ 53.12

APPENDIX B: SBCCDPOA MOU

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
AND SAN BERNARDINO COMMUNITY COLLEGE DISTRICT POLICE OFFICERS
ASSOCIATION**

December 20, 2023

Terms and Conditions: This Memorandum of Understanding ("MOU") is entered by and between the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT ("District") and the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT POLICE OFFICERS ASSOCIATION ("Association"), collectively, "the parties."

WHEREAS, the intent is to continue being competitive within our region in offering one of the best total compensation packages in the surrounding area;

WHEREAS, the District continues to keep all employee groups within the median range based on total compensation with comparison districts;

WHEREAS, the District is making the commitment to all employees by implementing this formula, as long as there is additional revenue, we are distributing the majority of those revenues to our employees;

WHEREAS, this formula represents projected enrollment growth with the certainty of reaching these enrollment goals and showing our commitment to employees now by distributing these estimated revenues;

THEREFORE, for fiscal years 23-24; 24-25; and 25-26, total compensation (e.g. salary, health and welfare benefits) will be determined using the formula below, and will resolve negotiations for each year with regard to Article 7 and Article 10.

The bargaining unit shall receive its proportionate share of the increased unrestricted revenue which is above an established base amount less mandatory expenditures as illustrated in Attachment A. The bargaining unit's proportionate share of such revenues will be based upon:

- 1) The unit's total salary and benefit cost, including the cost of District contribution towards health coverage for all eligible POA position(s) which is compared to the total District salary benefit and contribution costs for authorized/filled positions of all District employee groups.
- 2) Authorized/filled positions which are funded from special programs/categorical funds are excluded from both the Association's unit's cost and other employee group costs.
- 3) Attachment A will be updated on an annual basis at the time the State Final Budget is approved (typically the month of July).

Attachment A provides the methodology as to how POA's "proportionate share" is calculated.

For the purposes of this Tentative Agreement, revenue is defined as the Total Computational Revenue ("TCR") less any revenue shortfall, as estimated by the State Chancellor's Office. The TCR includes revenue categories for COLA, base increases, growth, as well as other rate increases included in the Student-Centered Funding Formula. Estimated increased unrestricted revenue is calculated by comparing the TCR from the State Chancellor's Office (referred to by State Chancellor's Office as Exhibit C) or the

prior year to estimated revenue for the upcoming year, using the most current rates and guidance by the State Chancellor's Office.

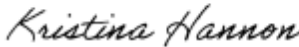
Any reference to the prior year refers to the fiscal year preceding one of the contract years stated above.

According to the current estimates, the formula will distribute over 80% to employees to cover increases in benefits, step and column. In the event that there is any "remaining amount" as indicated in Attachment A, that amount will be allocated proportionally (using the formula to determine "proportionate share" as indicated in Attachment A) to the Association to use in a manner it sees fit.

- 1) Effective July 1, 2023, the salary schedule shall increase to ten (10) steps (G, H, I, J) with 3.0% differential between steps, totaling 12%. POA or the District may re-open Article 7: Pay and Allowances for the 2024-2025 year as outlined in Article 24: Completion of Meet and Negotiation to view the formula and see the proportionate share that will be applied.
- 2) The results of the Compensation and Classification study shall be considered, with the goal being to get all positions as close as reasonably possible to the median based on the District's salary philosophy.
- 3) The above language regarding Section 7.1 will be placed within Article 7: Pay and Allowances once negotiations for the 2023-2026 Collective Bargaining Agreement are completed.

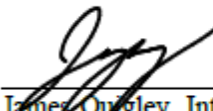
This agreement is subject to all approvals required by the CSEA 610 policy and the District.

For the District
Date: 12/20/23



Kristina Hannon, Vice Chancellor, Human Resources & Police Services

For the Association
Date: 12/20/23



James Quigley, Interim President, Police Officers Association

**SAN BERNARDINO COMMUNIITY COLLEGE DISTRICT
SALARY INCREASE FORMULA
FISCAL YEAR 2023-2024**

DESCRIPTION	AMOUNTS	NOTES
Forecasted Revenue over FY23	\$ 8,713,156	Includes Forecasted Enrollment Growth
Step and Column Amount		
Academic	381,170	
Classified	450,025	
Confidential	40,080	
Management (Academic)	365,315	
Management (Executive)	52,818	
POA	22,462	
Total Step and Column Amount	1,311,870	
Benefits Increase	1,063,824	Health and Workers Comp
Retirement Increase	753,815	
Increase for 9% of 4000s to 6000s	1,416,015	
Annual Expense Increase	4,545,524	
REVENUE LESS EXPENSES	\$ 4,167,632	

Internal Calculations			
Increase for 4000s to 6000s Object Codes			
	Increase for 1% to the 4000s to 6000s Object Codes	\$	157,335
	Percentage		9%
	Total Amount for 4000s to 6000s Object Codes	\$	1,416,015
Unit	1% Amount		Proportional Amount Per Unit
Confidential	21,115		95,018
CSEA	332,633		1,496,849
CTA	351,971		1,583,870
POA	7,080		31,860
Management	174,668		786,006
Executive Management	25,524		114,858
Totals	\$ 912,991	\$	4,108,460
	Remaining Amount:	\$	59,172

Total for Step and Column + Benefits + Retirement Costs	\$ 3,129,509
Percent Equivalent Step and Column + Benefits + Retirement Costs	3.43%
Maximum Parameter Percentage for Salary Increase	4.50%
Maximum Parameter Amount for Salary Increase	\$ 4,108,460
Total Effective Increase	7.93%
Amount of Additional Revenues Towards Employees	\$ 7,237,969
Percentage of Additional Revenues Toward Employees	83.07%

APPENDIX C: TUITION/ENROLLMENT REIMBURSEMENT FORMS

As a POA unit member for the San Bernardino Community College District (DISTRICT), you have two (2) education benefits:

1. Enrollment fee reimbursement for courses offered at San Bernardino Valley College and Crafton Hills College. This benefit applies to you and your dependents. Dependents include:
 - Spouse or registered domestic partner
 - Child up to age 19
 - Child is between 19 and 25 attending school full-time (9+ units) or are more than 50% financially dependent, unmarried and reside with parent or are away at college.
 - Disabled children over age 19

This benefit has the following restrictions:

- Must have completed one (1) year of service as a classified employee with the DISTRICT
- Employee courses must be taken outside of working hours
- Reimbursement is for enrollment fees only (cost for all units enrolled)
- Can only be used for credit courses
- Must earn a grade of "C" or better
- No prior approval required

To use this benefit, please do the following:

- Once you are employed for a year, register for courses, and pay the enrollment fees
- You or your dependent take the course and pass with a "C" or better
- Complete the appropriate **Enrollment Fee Reimbursement** Form (found on the following pages, there is one for the employee and another one for dependents) and provide proof of payment of fees and successful completion of courses
- Get reimbursed for enrollment fees

2. 80% Tuition cost reimbursement for courses completed outside of the DISTRICT. This benefit can be used at any educational institution and has the following restrictions:

- Must have completed one (1) year of service as a classified employee with the DISTRICT.
- Reimbursement is based on the cost of the University of California (UC) system. This means that you can take courses at any institution and be reimbursed up to what it would have cost at the UC
- Must earn a grade of "C" or better
- Must have management approval before course begins (use the Course Approval Form on the next page)

To use this benefit, please do the following:

- Once you have completed one (1) year of service, complete the **Course Approval** Form on the next page and have it approved by your supervisor and the Office of Human Resources
- Once approved, take the course and pass with a "C" or better
- Complete the **Tuition Reimbursement** Form (found on the following pages) and provide proof of payment of fees and successful completion of courses

San Bernardino Community College District
 Course Approval Form for Tuition Reimbursement
 Outside District – POA Unit Member

Employee Name: _____ Last four (4) Social Security Number: _____

Classification: _____ Department: _____ Site: _____

Course Approval

POA unit members on the POA salary schedule shall be eligible for 80% tuition cost reimbursement for courses completed outside of the DISTRICT with a grade of "C" or better which pertain to their classified position. Such reimbursement shall be actual costs not to exceed 24 semester units of coursework per year. However, no tuition cost paid by the DISTRICT is to exceed on a per unit basis cost of similar coursework at the University of California.

Only full-time POA unit members who have completed one (1) year of service as a classified employee shall be eligible for this benefit.

All outside courses for which a classified employee seeks tuition reimbursement must have prior approval by their immediate supervisor and the Chancellor. If the request by the immediate supervisor is denied, it may be appealed to the President/Vice Chancellor, Fiscal Services.

COLLEGE/UNIVERSITY	COURSE	UNITS	TERMS/DATES	TUITION COST
TOTAL TUITION COST:				

THESE COURSE(S) PERTAIN TO MY POSITION IN THE FOLLOWING WAY:

I REQUEST PRIOR APPROVAL FOR TUITION REIMBURSEMENT FOR THE COURSE(S) LISTED ABOVE

 Employee Signature

 Date

APPROVED DENIED

 Immediate Supervisor Signature

 Date

APPROVED DENIED

 Office of Human Resources Signature

 Date

This form must be submitted to the Office of Human Resources for signature.

Distribution: Human Resources – Immediate Supervisor - Employee

San Bernardino Community College District
 Tuition Reimbursement Form – Outside District
 POA Unit Member

Employee Name: _____ Last four (4) Social Security Number: _____

Classification: _____ Department: _____ Site: _____

Tuition Reimbursement

POA unit members on the POA salary schedule shall be eligible for 80% tuition cost reimbursement for courses completed outside of the DISTRICT with a grade of "C" or better which pertain to their classified position. Such reimbursement shall be actual costs not to exceed 24 semester units of coursework per year. However, no tuition cost paid by the DISTRICT is to exceed on a per unit basis cost of similar coursework at the University of California.

Only full-time POA unit members who have completed one (1) year of service as a classified employee shall be eligible for this benefit.

All outside courses for which a classified employee seeks tuition reimbursement must have prior approval by their immediate supervisor and the Chancellor. If the request by the immediate supervisor is denied, it may be appealed to the President/Vice Chancellor, Fiscal Services.

COLLEGE/UNIVERSITY	COURSE	UNITS	TERMS/DATES	TUITION COST
TOTAL TUITION COST:				

Reimbursement Request

I request that my tuition for the approved courses listed above be reimbursed. I have attached verification of successful completion of the course with a grade of "C" or better.

 Employee Signature

 Date

APPROVED DENIED

 Immediate Supervisor Signature

 Date

San Bernardino Community College District

Enrollment Fee Reimbursement Form – POA Unit Member
 Crafton Hills College/San Bernardino Valley College Courses

Employee Name: _____ Last four (4) Social Security Number: _____

Classification: _____ Department: _____ Site: _____

Enrollment Fee Reimbursement

The DISTRICT shall reimburse permanent bargaining unit members employed at least twenty hours per week for credit courses, excluding community service courses, successfully completed with a grade of “C” or better at either of the two DISTRICT campuses provided all of the following conditions are satisfied:

- All classes must be taken outside of the regular scheduled working hours of the unit member e.
- Only those classes offered by either of the two DISTRICT campuses shall qualify for fee(s) reimbursement.
- To qualify for enrollment fee(s) reimbursement, an employee must present verification of successful completion of the course and out-of-pocket expense for enrollment fee(s) only.
- Enrollment fee reimbursement shall be limited to the current enrollment fee per semester for each employee.

Ref./Course #	COURSE	UNITS	TERMS/DATES	College CHC/SBVC	Enrollment Fees
TOTAL:					

I request that my enrollment fee(s) for the courses listed above be reimbursed. I am a permanent bargaining unit member employed by the DISTRICT at least 20 hours per week. All classes were taken outside of my regular scheduled working hours. I have attached verification of the successful completion of the course with a grade of “C” or better and out-of-pocket expenses for enrollment fee(s) only.

Employee Signature

Date

APPROVED DENIED

Immediate Supervisor Signature

Date

APPROVED DENIED

Office of Human Resources Signature

Date

This form must be submitted to the Office of Human Resources for signature.

Distribution: Human Resources – Immediate Supervisor - Employee

San Bernardino Community College District
 Enrollment Fee Reimbursement Form – POA Benefit Eligible Dependent
 Crafton Hills College/San Bernardino Valley College Courses

Benefit Eligible Dependent Name: _____ School ID#: _____

District Employee Name: _____

Enrollment Fee Reimbursement

The DISTRICT shall reimburse benefit eligible dependents of permanent bargaining unit members employed at least twenty hours per week with one year of service for credit courses, excluding community service courses, successfully completed with a grade of “C” or better at either of the two DISTRICT campuses provided all of the following conditions are satisfied:

- Only those classes offered by either of the two DISTRICT campuses shall qualify for fee reimbursement.
- To qualify for enrollment fee reimbursement, the unit member or benefit eligible dependent must present verification of successful completion of the course and out-of-pocket expense for enrollment fee(s) only.
- Enrollment fee reimbursement shall be limited to the current enrollment fee per semester for each benefit eligible dependent.

Ref./Course #	COURSE	UNITS	TERMS/DATES	College CHC/SBVC	Enrollment Fees
TOTAL:					

I request that my enrollment fee(s) for the courses listed above be reimbursed. I am a benefit eligible dependent of a permanent bargaining unit member employed by the DISTRICT at least 20 hours per week. I have attached verification of the successfully completed course with a grade of “C” or better and out-of-pocket expenses for enrollment fee(s) only.

Benefit Eligible Dependent or Employee Signature

Date

APPROVED DENIED

Office of Human Resources Signature

Date


Distribution: Human Resources - Employee

This form must be submitted to the Office of Human Resources for signature.

APPENDIX D: HEALTH AND WELFARE BENEFITS

Medical:	A choice of six (6) medical plans: <ul style="list-style-type: none">• Kaiser Low HMO• Kaiser High HMO• Anthem Blue Cross Full Network Classic• Anthem Blue Cross Full Network CA Care• Anthem Blue PPO Low• Anthem Blue PPO
Dental:	A choice of two (2) dental plans: <ul style="list-style-type: none">• Delta Care USA• Delta Dental PPO
Vision:	Coverage through EyeMED
Chiropractic:	Coverage through Anthem or Kaiser
Employee Assistance:	Coverage through Anthem EAP
Basic and Voluntary Life and AD&D:	District-paid life insurance coverage for employees, with an option to purchase additional supplemental coverage for employees and eligible dependents.

APPENDIX E: EVALUATION FORM


Direct Manager:
Melanie Gonzales

Test Manager

Employee Performance Evaluation (from May 2023 to May 2024)
Due Date: Fri, May 31, 2024

General Information

Position Test Position	Division	Evaluation Type Periodic
Department Department for testing only	Class Spec	

Ratings Summary :

Total Score	Overall Rating

Rater	Type	Total Score	Overall Rating	Weight
Test Manager	Self Roter			0 %
Melanie Gonzales	Roter			100 %

Content

Narrative Section | Text Only

Employee Self-Assessment

Accomplishments (NEW)

Major accomplishments for this review period (e.g., assignments completed, reports, presentations, recognitions and awards, or other significant and/or high-quality results and achievements).

Rater	Comment
Test Manager	
Melanie Gonzales	

Challenges (NEW)

Describe barriers or constraints that influenced your performance during the review period, if applicable.

Rater	Comment
Test Manager	
Melanie Gonzales	

Page 1 of 7

Commitment to Diversity, Equity, & Inclusion (NEW)

Describe considerations and actions you have taken to demonstrate your commitment to a diverse, equitable, and inclusive workplace.

Rater Comment

Test Manager

Melanie Gonzales

Student Success (NEW)

Describe your contributions to student success, which may include direct or indirect measures.

Rater Comment

Test Manager

Melanie Gonzales

Competency Section | 5-Point Rating Scale
(NEWNEW)

Section Weight 60 %

Performance Factors (NEW)

The objectives of the performance evaluation process for Employee Performance Evaluations are to: Provide employees with feedback to improve or maintain job performance, identify areas for employee development, recognize job-related accomplishments, enhance communication and working relationships, and understand how the work we do helps fulfill the mission of the District.

Job Knowledge (NEW)

Item Weight 14.28 %

The effectiveness with which the employee demonstrates proficiency in the functional and technical aspects of the job.

Core Behavioral Anchors:

- › Demonstrates and applies the knowledge and skills necessary to perform the job effectively.
- › Chooses appropriate tools or technology for tasks.
- › Understands and complies with position procedures and District policies; and with external regulations, if any.
- › Remains current on new developments in area of responsibility.
- › Uses knowledge and skills to assist others and shares knowledge to improve team performance.

Rater & Rating Comment

Melanie Gonzales

Commitment to Quality and Quantity of Work (NEW)

Item Weight 14.28 %

The manner in which the employee drives quality and quantity of service in the employee's approach to work and completion of job assignments, including accuracy, innovation, effective use of resources, productivity and accountability.

Core Behavioral Anchors:

- › Effectively applies time and resource management, priority setting and organizational skills to produce appreciable quantities of quality work.
- › Identifies and adopts innovative methods to improve the quality and quantity of work.
- › Demonstrates accountability and results in successfully meeting productivity and quality goals.
- › Actively seeks to leverage resources to promote improved quality and optimal productivity.
- › Assesses and recommends improvements to work practices and systems to improve quantity and quality of service or products delivered.

Rater & Rating Comment

Melanie Gonzales

Problem Solving and Decision Making (NEW)

Item Weight 14.28 %

The manner in which the employee completes job assignments, including judgment, problem solving and use of appropriate resources in decision making.

Core Behavioral Anchors:

- › Approaches problem solving in a systematic manner.
- › Decisions are clear, consistent, and timely, and have positive results.
- › Identifies and Implements effective solutions to problems while remaining sensitive to the needs of others.
- › Utilizes appropriate resources (e.g., people, tools, research, analysis) in seeking solutions.
- › Proactively solves problems.

Rater & Rating	Comment
----------------	---------

Melanie Gonzales

Communication Skills (NEW)

Item Weight 14.29 %

To the extent required by the position, the effectiveness of the employee in transmitting information, including facilitation/participation in sharing information, and oral and written expressions.

Core Behavioral Anchors:

- › Demonstrates effective written and oral communication skills.
- › Communicates clearly and knowledgeably.
- › Encourages open communication and appropriately shares information with others.
- › Listens attentively and seeks to understand others.
- › Adapts communication to diverse audiences.

Rater & Rating	Comment
----------------	---------

Melanie Gonzales

Customer Service (NEW)

Item Weight 14.29 %

The effectiveness of the employee in providing quality service to internal and external customers, including demonstrated commitment to improvement of services.

Core Behavioral Anchors:

- › Meets needs and expectations of customers.
- › Solicits and acts on feedback and explores creative approaches to enhance service and increase efficiency.
- › Solves problems at first point of contact whenever possible; if unable to do so, escalates to an appropriate resource.
- › Responds to requests in a timely manner.
- › Establishes and maintains effective customer relations with customers (students, colleagues, community, etc.).

Rater & Rating	Comment
----------------	---------

Melanie Gonzales

Collaboration/Teamwork (NEW)

Item Weight 14.29 %

The effectiveness with which the employee works with others to achieve individual and departmental goals.

Core Behavioral Anchors:

- › Builds productive working relationships by effectively partnering with team members and others at work.
- › Works collaboratively with team members and is open to communication in both directions.
- › Seeks to understand the views of coworkers and other team members.
- › Balances individual and departmental goals.
- › Shares information and knowledge with others, as appropriate.

Rater & Rating	Comment
----------------	---------

Melanie Gonzales

Inclusiveness (NEW)

Item Weight 14.29 %

The manner in which the employee demonstrates commitment to diversity, equity, inclusion, and anti-racism as a core value governing all workplace behavior and interactions.

Core Behavioral Anchors:

- > Skillfully performs job duties within an increasingly diverse campus environment.
- > Treats all others with courtesy, respect and dignity.
- > Includes and welcomes all others.
- > Encourages the expression of different points of view.
- > Seeks to understand the perspectives of all others.

Rater & Rating	Comment
----------------	---------

Melanie Gonzales

Competency Section | Yes / No Conduct Rating

Section Weight 20 %

District-Wide Performance Standards**District-Wide Performance & Conduct Standards (NEW)**

Item Weight 100 %

The SBCCD Performance & Conduct Standards include: AP3050 Institutional Code of Ethics, AP3430 Prohibition of Harassment, AP3510 Workplace Violence Plan, AP3720 Computer and Network Use, AP7100 Commitment to Diversity, as well as other rules prescribed by the District. Unsatisfactory performance or conduct in any area must be addressed.

Rater & Rating	Comment
----------------	---------

Melanie Gonzales

Competency Section | Yes / No Compliance Rating

Section Weight 20 %

Mandatory Training**Compliance with Mandatory Training (NEW)**

Item Weight 100 %

To be eligible for an overall rating of Meets Performance Expectations or above, the employee must be current with all mandatory training. To validate your employee's compliance, please check the NeoEd Learn module for online training records. If necessary, provide the employee with a reasonable deadline to complete outstanding training.

Rater & Rating	Comment
----------------	---------

Melanie Gonzales

Competency Section | Text Only

Attendance**Absences (NEW)**

Please indicate the number of absences for this performance evaluation period; this does not include any absences covered under an approved leave (e.g., authorized by the immediate supervisor/District or protected by federal/state leaves).

Rater	Comment
-------	---------

Melanie Gonzales

Tardiness (NEW)

Please indicate the number of tardies for this performance evaluation period; this does not include any tardies covered under an approved leave (e.g., authorized by the immediate supervisor/District or protected by federal/state leaves).

Rater	Comment
Melanie Gonzales	

Evaluation Overall Section | 5-Point Factor Scale (NEW)

Overall Rating

Assess the employee's overall performance based on demonstrated performance as provided by the comments and factor rating in the performance factors and on goal achievement. Preponderance of ratings for performance factors generally determines overall rating, but, employees who are rated as "Unsatisfactory" ("1" rating), in any performance factor, should be given an overall rating of no greater than "Needs Improvement" ("2" rating).

Rating Scales

5-Point Factor Scale (NEW)

SCORE	NAME
DESCRIPTION	
5	Exceptional Performance
Performance far exceeded expectations due to exceptionally high quality of work performed in all essential areas of responsibility, resulting in an overall quality of work that was superior; and either 1) Included the completion of a major goal or project, or 2) made an exceptional or unique contribution in support of department, college, or District objectives. This rating is achievable by any employee though given infrequently.	
4	Exceeds Performance Expectations
Performance consistently exceeded expectations in all essential areas of responsibility, and the quality of work overall was excellent.	
3	Meets Performance Expectations
Performance consistently met expectations in all essential areas of responsibility, at times possibly exceeding expectations, and the quality of work overall was very good.	
2	Performance Needs Improvement
Performance did not consistently meet expectations – performance failed to meet expectations in one or more essential areas of responsibility. A Performance Improvement Plan (PIP) to improve performance must be outlined in this evaluation report, including timelines, and monitored to measure progress.	
1	Unsatisfactory Performance
Performance was consistently below expectations in most essential areas of responsibility. Significant improvement is needed in one or more important areas. A Performance Improvement Plan (PIP) to improve performance must be outlined in this evaluation report, including timelines, and monitored to measure progress.	
0	N/A

Not Applicable

5-Point Rating Scale (NEWNEW)

SCORE DESCRIPTION	NAME
5 Performance far exceeded expectations due to exceptionally high quality of work performed in all essential areas of responsibility, resulting in an overall quality of work that was superior; and either 1) included the completion of a major goal or project, or 2) made an exceptional or unique contribution in support of department, college, or District objectives. This rating is achievable by any employee though given infrequently.	Exceptional Performance
4 Performance consistently exceeded expectations in all essential areas of responsibility, and the quality of work overall was excellent.	Exceeds Performance Expectations
3 Performance consistently met expectations in all essential areas of responsibility, at times possibly exceeding expectations, and the quality of work overall was very good.	Meets Performance Expectations
2 Performance did not consistently meet expectations – performance failed to meet expectations in one or more essential areas of responsibility. A Performance Improvement Plan (PIP) to improve performance must be outlined in this evaluation report, including timelines, and monitored to measure progress.	Performance Needs Improvement
1 Performance was consistently below expectations in most essential areas of responsibility. Significant improvement is needed in one or more important areas. A Performance Improvement Plan (PIP) to improve performance must be outlined in this evaluation report, including timelines, and monitored to measure progress.	Unsatisfactory Performance

Yes / No Compliance Rating

SCORE DESCRIPTION	NAME
5	Yes, employee has completed all mandatory training to date.
0	No, employee has not completed all mandatory training to date.

Yes / No Conduct Rating

SCORE	NAME
-------	------

DESCRIPTION	
5	Yes, satisfactory performance/conduct has been demonstrated in all SBCCD District-wide performance & conduct standards
0	No, satisfactory performance/conduct has not been demonstrated in all SBCCD District-wide performance & conduct standards

Process

1	Rater Test Manager	
2	Rater Melanie Gonzales	
3	Approval HR Review	
4	Approval & Signature Melanie Gonzales	X _____
5	Signature Test Manager	X _____
6	Signature Test Manager	X _____