

POA
POLICE OFFICERS ASSOCIATION

AGREEMENT

WITH


SAN DIEGO COMMUNITY COLLEGE
DISTRICT

JULY 1, 2017 - JUNE 30, 2020


JULY 2019

AGREEMENT
BETWEEN THE BOARD OF TRUSTEES
OF THE
SAN DIEGO COMMUNITY COLLEGE DISTRICT
AND THE
POLICE OFFICERS ASSOCIATION


The following agreement has been reached by the designated representatives of the Board of Trustees and the Police Officers Association, in accordance with the California Educational Employment Relations Act. Provisions of this Agreement are effective July 1, 2017, through June 30, 2020, unless otherwise specified herein.



Maria Nieto Senour, President
Board of Trustees
San Diego Community College District



Paul Hubka, President
POA



Bradley M. Fields, Esq.
Labor Relations Representative
POA

DATE: 7/18/19

DATE: 7-18-19

SAN DIEGO COMMUNITY COLLEGE POLICE OFFICERS ASSOCIATION

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ARTICLE I - RECOGNITION

- 1.1 The District recognizes the San Diego Community College Police Officers Association (SDCCPOA) as the exclusive representative of employees in the San Diego Community College Police Unit of the San Diego Community College District in accordance with the certification issued by the Public Employment Relations Board, July 2, 2004, Case No. LA-DP-346-E, pursuant to a Board-conducted secret ballot election, as modified by any joint unit modification petition filed subsequent to the above referenced certification.
- 1.2 Included in the College Police Unit are the following:
 - 1. Security Officer II (terminal class)
 - 2. Community College Police Officer
 - 3. Community College Police Trainee
 - 4. College Service Officer
 - 5. College Service Officer
- Weekend/Holidays
- 1.3 Excluded are all other employees, with the exception of Section 1.4 of this Article.
- 1.4 The appropriate unit of new job classifications will be discussed with the Association or unions concerned before they are added to the list represented by an exclusive agent.
- 1.5 Employees exempt from the classified service are excluded from representation by the Association in this unit. The code states that temporary hourly employees who are employed and paid for less than seventy-five percent (75%) of the school year shall not be a part of the classified service. Therefore, exempted employees may be used in the following circumstances:
 - 1.5.1 Substitute for an absent employee;
 - 1.5.2 Vacant classified position - For positions other than Community College Police Officer and Community College Police Trainee a vacant position may not be filled with employees exempt from the classified service for more than a total of 90 (ninety) calendar days. If an extension to this time period is needed due to a legitimate delay in the completion of the District's employment process, for vacant Community College Police Officer and Community College Police Trainee positions, SDCCPOA shall be advised of the cause and anticipated length of such delay. Such delay shall only occur as a result of bona fide problems which are beyond the control of the SDCCD;
 - 1.5.3 Short term employees - Any person employed to perform services for the District, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis.

ARTICLE I - RECOGNITION

- 1.6 The following types of student employment are exempt from the restrictions of Section 1.5:
 - 1.6.1 All students who carry at least twelve (12) semester units and are employed for thirty (30) hours or less per week.
 - 1.6.2 All students employed for thirty (30) hours or less per week in any college work-study program.
 - 1.6.3 All students employed for thirty (30) hours or less per week in a work experience education program conducted by a community college district which is financed by state or federal funds.
 - 1.6.4 Professional experts employed on a temporary basis for a specific project, regardless of length of employment.

ARTICLE II - ASSOCIATION AND EMPLOYEE SECURITY

2.1 Association Membership Requirement

2.1.1 All unit members with an active assignment are eligible for membership in the Police Officers Association (POA). Membership dues shall only be collected from Association Members in good standing as determined by the POA.

2.1.2 Upon notification by the POA and delivery to District payroll of appropriate authorization forms, the District shall deduct from each unit member's wages the amount of the POA dues as specified by the POA.

2.2 The POA agrees to furnish to the Vice Chancellor, Human Resources, a letter certifying the amount of POA dues and fees for other services as applied to unit members. Such letter shall be furnished upon any change in such amounts applied.

2.3 The POA shall have the sole and exclusive right for the payroll check-off for membership dues and fees for other POA membership benefits for unit members. With respect to all sums deducted by the District pursuant to authorization of the classified staff members, the District agrees to remit monthly, within fifteen (15) days following the date of deduction on the classified staff member's pay warrant, such moneys to the POA's designee accompanied by an alphabetical list of classified staff members for whom such deductions have been made, and indication of any changes in personnel from the list previously furnished.

Upon appropriate written authorization from unit members, the District shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit unions, savings bonds, charitable donations, or any other plans or programs jointly approved by the POA and the District.

Any questions from unit members concerning the amount of deduction shall be referred to the POA. POA shall notify the District in writing of any corrections and this shall be made during the following payroll period.

Any overpayments or underpayments of dues by unit members shall be adjusted upon notification to the District by the POA at the next payroll cycle in which the overpayment or underpayment is noted.

2.4 Non-Interference

The District agrees that it will not deter or discourage unit members, or applicants to become unit members, from becoming or remaining members of the POA, or from authorizing representation by the POA, or from voluntarily authorizing POA dues deductions.

2.5 District Initiated Union Related Communications

The District will not initiate any type of mass or individual communication to POA unit members concerning their rights to join or support the POA, or to refrain from joining or

supporting the POA, unless the POA has expressly pre-approved the communication in writing.

2.6 Indemnification

The POA shall indemnify the District and hold it harmless against all suits, claims, demands, liability, attorney's fees and other costs that shall arise out of or by reason of any action that shall be taken by the District for the purposes of complying with the requirements of this Article. The POA agrees to furnish any information needed by the District to fulfill the provisions of this Article.

2.7 Reinstatement

Upon the reinstatement of any unit member, or upon the recalling of any unit member from layoff status, the District will resume or initiate dues or contribution to a charitable fund in accordance with Section 2.1.

2.8 Check off

Upon notification by the POA and delivery to District payroll of appropriate authorization forms, the District shall deduct from each unit member's wages the amount of the POA dues or contribution to charitable organizations as specified by the POA.

Any questions from classified staff members concerning the amount of deduction shall be referred to the POA. The POA shall notify the District in writing of any corrections and this shall be made during the following payroll period. The District shall refer the unit member back to the POA in matters where the POA member seeks revocation of his/her membership.

Any overpayments or underpayments of dues by unit members shall be adjusted upon notification to the District by the POA the month following notification.

2.9 The POA shall have the right to reasonable use of District buildings, facilities, and general office machines. Use of copy machines shall be available at regular charge in accordance with District procedures.

2.9.1 The District shall provide meeting facilities for the POA under the Civic Center Act at no cost unless extra set-up or custodial charges are incurred by the District, in which case the POA shall reimburse the District at cost.

2.10 The POA shall have the right to post POA material on one (1) District provided bulletin board at District locations where unit members are regularly employed. All materials shall include the organization name. The District shall not be held responsible for the maintenance and suitability of any POA materials posted on the bulletin boards and for the removal of materials.

The POA may post and remove POA material which must include the organization name on other bulletin boards available for staff use but exclusive space will not be set aside on such boards.

- 2.11 The POA shall be permitted the reasonable use, without charge, of the District intra-site mail service and unit member mailboxes for communication with unit members so long as such use does not violate U.S. Postal regulations. All mail must be individually addressed to the unit member, including work location (office), and the outside of the document must bear the name of the POA.

The POA use of the District's E-mail/Internet system shall be in accordance with District E-mail/Internet policy. The District shall notify the POA of its intent to change the District policy related to union access and shall meet and negotiate with the POA on the impacts and effects of any changes that are within the scope of representation.

Neither the District nor the POA shall use District intra-site mail service, including electronic mail service, or bulletin boards to transmit materials or post notices that defame the members of the Board of Trustees, its employees, agents, unit members, or representatives or agents of the POA. The parties agree to meet and consult within five (5) working days to consider any claim that this section has been violated.

2.12 Information

Membership and dues information packets shall be furnished by the POA to the District and the District will provide a packet and a copy of this Agreement to each new unit member.

- 2.13 The POA shall have access to District Policies and Procedures and revisions, thereto via the Internet. If said policies and procedures are not available via the Internet, the District, upon request, agrees to provide the POA with two (2) hard copy sets of these Policies and Procedures and revisions thereto.

- 2.14 The POA may request and receive two (2) copies each of any tentative and final budget, monthly internal M20 reports, and CCSF311, said copy to be without charge.

- 2.15 The POA may request and receive two (2) copies, without charge, of any District document which is a public document or which is necessary and relevant for the performance of the POA's duties as the recognized collective bargaining agent.

- 2.16 The District will provide the POA one (1) copy of a listing of all unit members on a quarterly basis, indicating name, social security number, assignment, contract hire date, location (office), position title code, position equivalent, telephone numbers, and home addresses; and one (1) copy of a listing of all resignations, terminations, retirements, and leaves of absence in this Unit on a monthly basis, indicating name, work location, and classification. Available social security numbers, addresses, and telephone numbers will be provided within the limits of the Privacy Act.

- 2.17 The District will provide copies of premium runs of payroll deductions for any POA-sponsored benefit program participated in by unit members.

2.18 Distribution of Agreement

The Agreement will be posted by the District on the District's web site.

SDCCPOA

2.19 Employee Orientation

The POA will be notified at least two (2) weeks prior to any Districtwide orientation program at which new unit members represented by the POA are scheduled to attend. Released time for a POA employee representative to attend such program is appropriate so that a presentation can be made. Released time is to be authorized through the Vice Chancellor, Human Resources.

2.20 Paid Released Time

2.20.1 Meeting and Negotiating. The POA shall have the sole right to designate up to three (3) District employees for meeting and negotiating with the District without loss of compensation. Bargaining team members may, with the approval of the Chief, have their working hours on that day adjusted so that the combination of work and bargaining does not exceed the normal workday.

2.20.2 Designated officers and/or site representatives shall receive reasonable periods of released time without loss of compensation for the investigation and processing of grievances.

Released time for the presentation of grievances shall be scheduled so as to minimize the impact on District operations and shall not disrupt District business. The officer shall first secure permission of his/her supervisor and shall notify the appropriate supervisor of the site or department that the unit member plans to visit. Such permission of either supervisor shall not be unreasonably withheld.

Visits by POA staff representatives and/or officers with employees for the purpose of processing grievances may be made during working hours by pre-arrangement with the supervisor or appropriate manager. The supervisor or appropriate manager shall provide a private area for such grievance processing. Such visits shall be scheduled at a time that will not interfere unreasonably with the operation of the District's business.

2.20.3 The POA or the employee shall have the right for one (1) representative of their choice at meetings scheduled for the purpose of addressing disciplinary matters.

2.20.4 Up to a maximum of three (3) designated officers and/or site representatives shall receive reasonable periods of released time without loss of compensation to attend District consultation meetings, and up to a maximum of one (1) designated officer to attend functions designated elsewhere in this Agreement, e.g., new employee orientation, District Governance council, Board meetings if POA business is on the agenda. The unit members must give at least one (1) day of prior notice to their immediate supervisor.

2.20.5 The District agrees to provide a cumulative maximum of eighty (80) hours of paid released time for the unit per fiscal year for attendance at POA or SDCCPOA conference(s), and for one (1) delegate to attend monthly regional SDCCPOA meeting.

2.20.6 The hours a unit member, granted leave under Ed Code provision 88210, spends negotiating with the District and processing grievances, involved in collaborative projects to improve labor relations and/or delivery of services to students, or in any of the activities in 2.21.1 above shall constitute released time and shall not be charged to the POA.

2.21 Association Officers

Each July 1st the POA shall notify the District of the names and assignments of all duly appointed POA officers and the District agrees to recognize only these POA officers as those duly appointed to receive grievances or act on behalf of the POA. Changes will be reported to the District as they occur.

2.22 No Discrimination Due to Association Activity

The District shall not interfere with, intimidate, restrain, coerce, or discriminate against unit members because of membership, participation, or holding office in the POA.

2.23 The Association may designate one (1) representative to serve on the following committees/councils:

District Governance Council
District Calendar Committee
Fringe Benefits Committee

Other committees established by the District if POA representation is mutually agreed upon by the parties

ARTICLE III - SENIORITY

- 3.1 Seniority is based upon the date of appointment to classified service in the job classification in which the employee works. However, seniority for Community College Police Officers shall include service in the Security Officer I and Security Officer II classifications. Seniority shall accumulate during absences due to illness or leaves of absence as long as such seniority is not terminated in accordance with other provisions of this Agreement.
- 3.2 In cases of layoff, job classification seniority shall govern and the employee shall be entitled to ninety (90) days' notice prior to the effective date of the proposed layoff. The governing Board may waive this notice when an actual and existing financial inability to pay exists or for cause not foreseeable or preventable. The employee with the least seniority shall be laid off first. When the District rehires any employee in any job classification, employees on layoff from said job classification shall be rehired in reverse order in which they were laid off. In the event the District needs additional employees in said job classification, the District shall then offer such work to employees on layoff in other job classifications within the bargaining unit in accordance with their District seniority, provided such employees are qualified to perform the available work.
- 3.3 Contract part-time employees shall carry their full seniority back to the date of the beginning as a contract part-time employee when they move into a contract full-time position.
- 3.4 A new employee shall begin accruing seniority from the first date of hire; however, this new employee may be summarily discharged the first twelve (12) months of employment at the sole discretion of the District without recourse to the grievance procedure. Additionally, sworn Police Officers will be entitled to appropriate provisions of the Public Safety Officers Bill of Rights, Governmental Code Sections 3300 through 3313.
- 3.5 Seniority shall be broken for any of the following reasons:
 - 3.5.1 An employee resigns or quits.
 - 3.5.2 An employee is discharged for cause.
 - 3.5.3 An employee is laid off (furloughed) for a period longer than thirty-nine (39) consecutive months.
 - 3.5.4 An employee, after being laid off, fails to accept the offer to return to work within fifteen (15) calendar days and report to work within thirty (30) calendar days after being notified by certified mail by the District.

ARTICLE III - SENIORITY

- 3.6 When it becomes necessary to reduce the work force in any classification, classification seniority shall prevail. Seniority shall also be granted by employee status; that is, temporary or restricted status employees shall be reduced first, then probationary employees, and finally permanent employees within the classification.

In the case of layoff in any classification, the employee so laid off, in accordance with his/her classification seniority, may bump any employee with less District seniority in an equal or lower classification, when the senior employee has had previous satisfactory experience in that classification. However, an employee in a lower classification may not bump an employee in a higher classification regardless of his/her seniority.

- 3.7 The District may make reasonable efforts to utilize furloughed employees for substitute work. Furloughed employees interested in substitute work must file a letter to that effect.
- 3.8 An employee transferred to a job outside of the bargaining unit shall retain his/her accumulated seniority and shall continue to accumulate seniority.

ARTICLE IV - EMPLOYEE RIGHTS

4.1 Personnel Files

4.1.1 One (1) personnel file of each employee shall be maintained at the District's Human Resources office and one (1) departmental file shall be maintained in the College Police department. No discipline of any kind shall be taken against an employee based upon materials which are not in the personnel file in the Human Resources office. The District personnel file will contain initial and subsequent medical examination and employment records, appropriate materials submitted by the employee, and official commendations or discipline notices and documentation.

The department file will be maintained in the office of the Chief of Police. This file will contain copies of applications, vehicle accident reports, evaluations, citizens' appreciation or complaint documents, and disciplinary documents. The Chief of Police also maintains a separate and restricted file of all pre-employment background investigation reports and pass/fail medical and psychological reports. Material contained in the department file will be maintained in accordance with provisions of Penal Code 832.5 (Citizens Complaints for Sworn Officers). When discipline is administered copies of relevant citizen complaints will be forwarded to the District personnel file.

4.1.2 An employee, upon oral or written request, shall have the right at any time to set an appointment with the Human Resources Office or Chief of Police without loss of pay to examine and/or obtain copies of any material, except those excluded by law, from the employee's personnel file placed in the file after January 1, 1973.

4.1.3 All personnel files shall be kept in confidence and shall be available for inspection only to authorized administrative employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of an employee.

4.1.4 SDCCPOA shall have the right to review an employee's personnel file and any other records dealing with an employee except those excluded by law, when accompanied by the employee or on presentation of a written authorization signed by the employee.

4.1.5 Any person who places written material in an employee's file shall sign and date it. Any written materials placed in a personnel file shall indicate the date of such placement. A copy, except those materials excluded by law, will be sent to the employee.

ARTICLE IV - EMPLOYEE RIGHTS

4.1.6 Material derogatory to an employee's conduct, performance, or character shall not be entered in an employee's personnel file unless and until the employee is provided a copy, and given an opportunity to review, comment, and to have such comments attached to the material in question. The employee shall acknowledge that the unit member has read such material by affixing his/her signature and the date on the actual copy to be filed, with the understanding that his/her signature signifies only that the unit member has read the material and does not necessarily indicate agreement with its contents. The employee's review of, and response, to such derogatory material shall take place during normal working hours, and the employee shall be released from duty for this purpose if necessary without loss of pay.

4.1.7 All derogatory materials shall remain in the District personnel file for a period of two (2) years and then shall be placed and retained in a separate sealed envelope in both the District and department personnel files. These documents contained in the sealed envelope shall not be used or disclosed: 1) except with the written consent of the employee, 2) upon the filing of any action or proceeding by the employee against the District or its agents or employees (including but not limited to a grievance or other complaint or appeal), and/or 3) upon court order or as otherwise compelled by law.

4.2 Discrimination Prohibited

No employee shall be appointed, reduced, removed, or in any way favored or discriminated against because of his/her political opinions or affiliations, or because of race, national origin, religion, marital status, age, gender, sexual preference or physical handicap.

4.3 Rights

4.3.1 Employees shall be free from acts or threats of intimidation, and physical or verbal discrimination, harassment, or aggression.

4.3.2 Employees shall be encouraged to participate in the formation of department policy affecting them.

4.4 Only employees in the classification of Community College Police Officer shall be deemed public safety officers and as such shall be protected under the Public Safety Officers Procedural Bill of Rights Act, Government Code Sections 3300-3313.

Said employees shall be entitled to grieve any violation, misinterpretation, or misapplication of the above-mentioned act in accordance with the grievance procedure of this Agreement.

ARTICLE IV - EMPLOYEE RIGHTS

4.5 Voting Time Off

If a unit member's work schedule is such that it does not allow sufficient time to vote in any federal, state or local election in which the unit member is entitled to vote, the District shall arrange to allow sufficient time for such voting by the unit member without loss of pay.

4.6 Liability Insurance

Effective July 1, 2019, this section is being added as information only and does not grant an additional entitlement as the District has provided this coverage prior to this section being added for informational purposes.

The District shall maintain personal liability insurance coverage for the unit members to cover damage resulting from the death or injury of a person, or damage or loss of property caused by the negligent act or omission of the unit member while acting within the course and scope of the unit member's employment with the District.

ARTICLE V - WORKWEEK AND HOURS OF WORK

- 5.1 Workday is defined as the hours of work assigned to the position by the District and includes a thirty (30) minute paid lunch unless otherwise delineated in this Article. The workday and day mean any consecutive 24-hour period commencing at the same time each calendar day. The workday may be extended on an overtime basis by the action of the District.

For the purpose of computing payroll, an employee's day of work will be deemed to be the day of the week that the workday began. For example, if an employee starts the workday on Friday but does not complete the workday until Saturday, the employee's workday for payroll is Friday.

- 5.2 "Workweek" and "week" consists of five (5) consecutive 24-hour periods (120 consecutive hours) commencing at midnight the same calendar day each week. Each employee's workweek may begin on any day during the week. The beginning of the employee's workweek shall be used to determine eligibility for overtime pay or compensatory time off. Employees shall be scheduled two (2) consecutive days off except that two (2) consecutive days off are not guaranteed at shift change. The day of the week that the employee begins their workweek is subject to change with each departmental shift rotation.

5.3 Alternative Work Schedules

The District and the POA agree to use alternative work schedules to ensure work coverage. When scheduling patrol officers, the District will ensure compliance with existing Civic Center Policy requirements concerning the staffing of police unit personnel and will confer with the POA to address concerns related to officer safety.

At the option of management or at the request of the unit member, an alternate work schedule may be established in accordance with the provisions below when such assignments are needed for the operation of the District, or if by reason of the work location and duties, the unit member's services are not required for a workweek of five (5) consecutive days. Volunteers in the classification needed will be considered first. If more than one (1) unit member volunteers, seniority will be one of the considerations in making the final decision.

Six (6) month shift assignments will utilize any of the alternative work schedules listed in Section 5.3 for all patrol and parking units. Unit members assigned to investigations may be assigned any regular or alternative work schedule. Changes in these scheduling requirements must be addressed through the collective bargaining process and cannot be changed through management discretion. Individual unit members may be assigned to a regular work schedule to accommodate long term leaves, work restriction accommodations, or if the work schedule is mutually agreed to by the unit member and the supervisor.

ARTICLE V - WORKWEEK AND HOURS OF WORK

5.3.1 Employee Requested Alternative Work Schedule

The requesting unit member's supervisor/manager will review the request for an alternate work schedule and make sure that it meets all of the following criteria:

1. The proposed alternate work schedule does not interfere with the day-to-day operational needs of the organization as determined by the District;
2. The request is submitted in writing; and
3. The unit member agrees to comply with the requirements in this Article, as well as all timekeeping, attendance, or supervisory reporting requirements.
4. Upon any changes in the above criteria, the supervisor/manager may cancel the alternate work schedule with ten (10) working days' notice.

5.3.2 Four-Ten Workweek (4/10 Schedule)

This schedule shall consist of four (4) consecutive days of ten (10) hours per day and forty (40) hours per week. Officers assigned to attend Advanced Officer Training (AOT) will temporarily be assigned to a Monday through Thursday 4/10 schedule and shall have their days off adjusted as required in Section 5.2 above.

5.3.3 Nine-Day, Eighty Hour Schedule (9/80 Schedule)

This schedule shall consist of a two (2) week work period consisting of one (1) workday off and nine (9) days of work, eight (8) of which shall be nine (9) hour days and one (1) of which shall be an eight (8) hour day. The workweek shall begin at the midpoint of the shift on the eight (8) hour day of the week, determined by the immediate supervisor in the best interests of the particular department or program, and shall be defined so that no unit member will be regularly required to work more than forty (40) hours during any given workweek.

5.3.4 Three-Twelve Workweek (3/12 Schedule)

This schedule shall consist of a two (2) week work period consisting of three (3) workdays off and seven (7) days of work, six (6) of which shall be twelve (12) hour days and one (1) of which shall be an eight (8) hour day. The workweek shall end and begin at the midpoint of the shift of the eight (8) hour day of the work week, determined by the immediate supervisor in the best interests of the particular department or program, and shall be defined so that unit member will not be regularly required to work more than forty (40) hours during any given workweek.

5.3.5 Three-Thirteen Plus Workweek (3/13.33 Schedule)

This schedule shall consist of three (3) consecutive days of thirteen hour and twenty minute shifts (13.33) per day and forty hours per week.

ARTICLE V - WORKWEEK AND HOURS OF WORK

5.4 Flex Scheduling

Part-time unit members in positions that are subject to flex scheduling will be guaranteed a specific number of days/hours to be worked within a fiscal year based on the percentage of FTE for the contract assignment. Calculation of total days/hours per fiscal year to be worked shall be based on the industry norm of 2,080 (two thousand eighty) hours, which represents the average number of working hours in a year. In any one workday, no unit member shall be required to work fewer than three (3) hours. Eligible holiday hours will be subtracted from the hours to be worked. (See chart in Appendix D)

Unit members subject to flex scheduling will receive their work schedule which shall include days and hours to be worked during the fiscal year no later than thirty (30) calendar days prior to the effective date of any new schedule. Changes at other times of the year to the schedule will be made in accordance with provision of Section 5.6 of this Agreement.

Unit members will receive equal paychecks each month of their work year.

5.5 For the purpose of computing overtime, hours worked in excess of the regular eight (8) hour day or in excess of the forty (40) hour workweek will be considered overtime. For unit members assigned to an alternative work schedule as defined in Section 5.3, Alternative Work Schedules, will be paid at the overtime rate for all time in excess of their scheduled workday or in excess of the forty (40) hour workweek.

5.5.1 Time and one-half (1-1/2) compensation will be given for hours worked in excess of the workday or workweek as defined above.

5.5.2 An employee who is required to work overtime on a District-recognized holiday will be compensated two and one-half (2-1/2) times for all time worked beyond the workday.

5.5.3 An employee shall be guaranteed four (4) hours minimum or actual time worked whichever is greater, at overtime compensation, which includes thirty (30) minutes travel time in the following situations:

5.5.3.1 Call Back: An employee who has completed his/her shift and is subsequently requested to return to duty.

5.5.3.2 Scheduled day off: An employee is requested to report to work on a non-scheduled workday.

5.5.3.3 Court appearances: An employee is required to attend court as it relates to his/her duty on a workday when the court appearance time is four (4) or more hours before or after the assigned work shift.

5.5.4. At the option of the District, overtime compensation may be in the form of compensatory time off or pay. When scheduling non-emergency overtime, the supervisor shall advise the employee if compensation is to be compensatory time off or pay. The employee may decline the assignment.

SDCCPOA

ARTICLE V - WORKWEEK AND HOURS OF WORK

However, the employee does not have the option to decline the assignment when:

- a) the work day is extended in order to complete an assignment initiated before the conclusion of the employee's workday;
- b) all available employees have been offered and declined the assignment;
- c) the employee is scheduled to attend training;
- d) they are subject to a subpoena or other court summons;
- e) attending a mandatory prescheduled Department meeting. Employees on approved absence are exempt from attending a mandatory prescheduled Department meeting;
- f) In response to an emergency or disaster.

In the case of 5.5.4 (b), (c) and (e) above, the form of compensation shall be at the option of the employee. The employee's preferred compensation option for (a), (d) and (f) above shall be considered by the District.

5.5.5 The District will attempt to accommodate requests for compensatory time off within six (6) months of being earned. After six (6) months, if the compensatory time has not been taken or scheduled management shall determine when it will be taken. The amount of compensatory time that an employee may accumulate shall not exceed 480 (four hundred eighty) hours. If an employee reaches the 480 (four hundred eighty) hour maximum, the unit member shall receive cash compensation for additional overtime hours worked. When compensatory time is authorized in lieu of cash compensation, such compensatory time off shall be granted within twelve (12) calendar months following the month that the overtime was worked. If one (1) year elapses before the employee can take the compensatory time off, the employee shall automatically be eligible for overtime pay.

5.5.6 Voluntary overtime list(s) will be used to distribute planned or unplanned non-emergency overtime among qualified unit members. Unit members interested in placement on the overtime list must submit a request thirty (30) days from October 1st and May 1st each year to be added to the overtime list. The overtime lists will be established by seniority. Those unit members not on the list will not be considered for voluntary overtime assignments.

When an overtime assignment becomes available, efforts will be made to contact the unit member at the top of the list to offer the unit member the opportunity to work. The district retains the right to make assignments in as timely a manner as possible and failure by a unit member to respond within a reasonable amount of time to an offer of overtime and receive the assignment shall not be grievable.

When practical, overtime assignments will be published ten (10) days prior to the actual assignment.

ARTICLE V - WORKWEEK AND HOURS OF WORK

- 5.6 An employee whose scheduled workday as defined in 5.1 falls on a District-recognized holiday and is required to work shall receive one and one-half (1-1/2) times their regular rate of pay, in addition to the regular compensation for the holiday. For the time and a half portion of the holiday wage, compensatory time shall be granted at the employee's request and will be scheduled in accordance with Section 5.5.5.
- 5.7 Employees, other than police trainees while in the police academy, shall work a continuous shift and be on call through the paid thirty (30) minute lunch period. In the event that an emergency situation interrupts the employee's lunch break, the employee shall be permitted to take the remainder of the break on that same day at a time designated by the supervisor. While in the police academy, police trainees shall work an eight (8) hour shift with a thirty (30) minute unpaid lunch period.
- 5.8 Work schedules shall be developed on a twice-yearly basis or approximately every six (6) months. Such schedules shall be developed to coincide as much as possible with the District's semester calendar. Unit members shall have thirty (30) days from October 15th and May 15th each year to submit their desired shift and days off for consideration in the development of the bi-annual shift change. The employee shall be given his/her new schedule thirty (30) days prior to the effective date of the shift change schedule. "Weekend-only" CSO's may be scheduled weekdays during the rush period for Fall and Spring semesters (approximately three [3] weeks each semester).

Employees who are not scheduled for 40 (forty) hours in a workweek as a result of a shift change shall either take vacation, compensatory time or will be carried in an unpaid status to cover the balance of the workweek. Employees who are scheduled for more than 40 (forty) hours within a workweek as defined above as a result of a shift change shall earn overtime for the hours worked in excess of 40 (forty). Overtime hours shall be compensated in accordance with 5.5.4.

No employee shall be assigned to work Saturday and Sunday on back-to-back schedules unless the employee consents voluntarily. Employees who request to be assigned to weekend shifts will be given priority in scheduling. Failure to be assigned a weekend shift is not grievable.

- 5.9 Schedules shall remain in effect for the term specified. The Chief of Police or designee may change a schedule due to operational needs. The Chief of Police shall give at least ten (10) days' notice to the affected employee prior to a schedule change. If ten (10) days' notice is not given, the employee whose schedule was changed will receive three (3) hours pay at the "regular rate of pay."

In an emergency situation, the Chief, without advance notification, has the right to change an employee's days off or work hours. An emergency is defined as a natural disaster, civil disaster, riots, mutual aid responses, or any other unforeseen situation that requires an immediate police response exceeding the normal and customary staffing availability.

ARTICLE V - WORKWEEK AND HOURS OF WORK

5.10 Minimum Staffing

It shall be the policy of the Department to maintain an adequate minimum staffing level to safely and effectively conduct our policing mission. This minimum staffing level shall be defined on a day-to-day basis and will be based on campus population, special events, vehicular traffic, emergency conditions, routine patrol operations, and officer safety. All unit members, and only unit members, shall be considered in assessing minimum staffing requirements.

Under no circumstances shall a sole Police Officer be required to provide for the safety and protection of the entire District without a cover officer.

When staffing falls below minimum staffing levels, overtime shall be authorized. Where minimum staffing has fallen below safe and effective levels and a Supervisor is not present, the most senior Police Officer on duty shall attempt to reach a Supervisor. If unable to contact a Supervisor, the senior Police Officer shall facilitate the required staffing.

ARTICLE VI - PROFESSIONAL GROWTH

The District encourages and places value on continuing education that would benefit the employee's growth within his/her current job classification.

- 6.1 A regular monthly classified employee covered by this Agreement shall be granted a one-step increase on the first of the month which is concurrent with or immediately following the satisfactory completion and verification of twelve (12) semester units of credit from an accredited institution. Proof of satisfactory completion shall be provided by the eligible employee and forwarded to the office of Human Resources. Only courses completed on or after July 1, 1976 may be applied toward credit for salary step advancement under this provision.
- 6.2 Upon satisfactory completion (C or above) of an approved course from an accredited institution, an employee shall be reimbursed for tuition, registration fees, books, and laboratory fees. The total amount reimbursed shall not exceed five hundred dollars (\$500) in any college year (July 1 - June 30), and provided the total expended for all unit members does not exceed three thousand dollars (\$3,000).

Employees must submit the completed tuition reimbursement form; receipts for registration, tuition, fees, and books; and a set of official transcripts; within thirty (30) days following the successful completion of the course(s) to the District Employee Relations Office.

If the educational institution is unable to provide the unit member with a set of official transcripts within the thirty (30) day timeline, the unit member must submit the Declaration of Official Grade Report form to the Staff Development Office within the thirty (30) day period following the successful completion of the course(s) in order to retain eligibility to obtain reimbursement. Reimbursement will not be made until the official transcripts are received.

Failure to submit either the set of official transcripts or the Declaration of Official Grade Report form to the District Employee Relations Office within the thirty (30) day period following the successful completion of the course(s) will result in forfeiture of any reimbursement request for said courses.

- 6.3 At the discretion of management, the workday may be adjusted to accommodate classified employees attending approved courses.
- 6.4 The District and SDCCPOA are committed to the principle of professional growth and development and will provide training opportunities for personnel in areas of specific need or concern.
- 6.5 The District will pay the cost of enrollment fees, books, and supplies for those courses that the District determines to be a requirement for maintaining satisfactory job performance (e.g., CPR, 832 (b) (1), First Aid) for monthly employees.

ARTICLE VI - PROFESSIONAL GROWTH

- 6.6 The District will pay a two and one-half percent (2.5%) differential to Community College Police Officers who have ten (10) years of service as a regular monthly classified employee with the District and have achieved an Advanced POST Certificate. The differential shall be effective the first of the month following receipt of an application and verification of completion of the Advanced POST Certificate in Human Resources.
- 6.7 For any lateral police officer that is hired by the San Diego Community College District Police Department, who has at least ten (10) years of service as a public safety officer in the State of California as defined by California Penal Code Section 830 et seq., or some combination of such service, and holds a valid Advanced POST certificate, the District will pay a two and one-half percent (2.5%) differential. Application of this section will begin with the fiscal year that this agreement is implemented and not be retroactive.
- 6.8 Any Community Service Officer (CSO) with at least ten (10) years of service with the District will have a two and on-half percent (2.5%) longevity incentive differential added to their pay beginning January 1st of the fiscal year this section becomes effective with funding from the SDCCPOA. Thereafter, any who reaches their ten (10) years of service will have a two and one-half percent (2.5%) longevity incentive differential added to their pay beginning January 1st.

ARTICLE VII - SICK LEAVE

7.1 Eligibility

Sick leave benefits shall be available to all monthly employees covered by this Agreement. New employees shall not be eligible to take more than six (6) days, or the proportionate amount to which the unit member is entitled, until the first day of the calendar month after completion of six (6) months of active service. Terminating employees who have received unaccrued sick leave benefits shall have their final pay warrant adjusted by the amount of the unearned sick leave taken. Leave taken under this Article that qualifies as Family Medical Leave Act (FMLA)/California Family Rights Act (CFRA) Leave shall run concurrently with leave provided under Article XXIV.

7.2 Application for Benefits

All requests for leave shall be electronically reported via the District approved timekeeping system, and shall be reported within ten (10) calendar days of return from leave. A physician's signature may be required on the prescribed form for leaves over five (5) workdays. A physician's signature may be required on leaves of any duration when management has determined a pattern of chronic use. Prior to returning from leaves for thirty (30) days or more, employees must provide a written clearance of the attending physician indicating recovery and fitness to resume a full range of normal duties as specified in the District position description.

7.3 Authorized Uses

Absences from duty because of illness, injury, medical or dental appointment, exposure to contagious disease, disability due to pregnancy, or disability due to failure to meet physical or psychological minimum standards for a peace officer (reference Government Code Section 1031[f]) or to care for the unit member's sick child, parent, spouse or domestic partner (as certified to the District's Benefits office) shall constitute proper uses of sick leave. Only forty-eight (48) hours of accrued sick leave may be used by a full-time employee in a calendar year for absence to care for an employee's child, parent, spouse, or domestic partner. Part-time employees may use a proportionate amount of the full-time allocation for this purpose based on his/her assignment. Accumulated benefits may also be used for personal necessity, herein defined, and in connection with leaves arising from industrial accident and illness.

ARTICLE VII - SICK LEAVE

7.4 Sick Leave Allowance

Monthly employees with a full-time assignment shall accrue sick leave at the rate of eight (8) hours per month, beginning with the first month in which fifteen (15) calendar days were served in the employ of the District. The accrual shall be proportionate to and for assignments less than full time. Unused full-time sick leave shall accrue without limitation. A permanent employee who resigns, and is rehired within thirty-nine (39) months of the last date of paid service, shall have all accumulated, unused sick leave credits restored.

7.5 Half-Salary Sick Leave

Monthly employees shall have a potential of one hundred (100) workdays of sick leave at half-salary.

7.6 Transfer of Accumulated, Full-Salary Sick Leave

A classified employee who previously worked for another California school district or County Superintendent of Schools shall have his/her previous sick leave balance transferred to the San Diego Community College District, provided each of the following conditions are met:

7.6.1 Previous district employment was for a period of one (1) calendar year or more.

7.6.2 Termination of employment with the previous district was for reasons other than action for cause initiated by the district.

7.6.3 Employment with the San Diego Community College District is accepted within one (1) year of termination from the other district.

7.7 Extenuating Circumstances and Special Conditions

7.7.1 Quarantines

Employees who are unable to perform their duties due to legally established quarantines shall be entitled to the same leave as though they were personally ill, provided a certificate from the County Health Department is filed verifying the quarantine.

7.7.2 Illness Preceding Death

In the event of the death of an employee while absent because of illness, application for sick leave benefits may be made by his/her estate, heirs, or dependents by filing a properly executed certificate in the name of the estate, heirs, or dependents, at any time within thirty (30) calendar days after death.

NOTE: Only that period of illness immediately prior to and including the day of death of an employee may be claimed as a sick leave benefit by the estate.

ARTICLE VII - SICK LEAVE

7.7.3 Sickness While On Duty

Employees who report for duty and are unable to continue because of sudden illness will be counted as absent for the number of hours and minutes not worked. Minutes shall be a minimum of fifteen (15) minute intervals.

7.7.4 Temporary Medical Reassignment/Modified Duty

In cases of requests to return to work with temporary restrictions, the employee must provide a detailed written medical statement not less than three (3) working days prior to the requested return date. Ability to meet the request shall be determined by management. If offered a temporary medical reassignment (60 days or less), the employee shall not suffer a reduction in pay or involuntary demotion. If the employee remains unable after sixty (60) days to return to his/her full range of duties, the District will obtain the necessary evaluation of fitness for duty and essential functions of the position to determine the appropriate continued assignment.

7.7.5 Service Credit for Retirement

Classified employees whose effective date of retirement is within one hundred twenty (120) days of the last day of service with the District shall be credited at retirement with service credit for accumulated, unused, full-salary sick leave, as allowed by law.

7.8 Personal Necessity Leave

A maximum of sixty-five (65) hours of accumulated, full-salary sick leave credit may be used for Personal Necessity Leave in each fiscal year at the discretion of the unit member. Absences for Personal Necessity Leave may be taken in increments of fifteen (15) minutes or more and shall not be granted during a scheduled vacation or leave of absence. Requests for Personal Necessity Leave are to be submitted electronically via the approved District timekeeping system for prior approval. In an emergency, requests for Personal Necessity Leave may be made orally to the immediate supervisor, but still must be approved in advance. Upon return to duty, the approved leave shall be reported electronically via the approved District timekeeping system.

7.9 Catastrophic Leave

Employees represented by this unit shall be permitted to contribute accumulated vacation and/or up to eight (8) accumulated sick leave days (a minimum of eight [8] hours and in one [1] hour increments thereafter) per fiscal year to another employee within the College Police Unit. This program will continue unless the District gives SDCCPOA a ninety (90) day written notice prior to the expiration of the bargaining agreement. The parameters of the catastrophic leave program are:

ARTICLE VII - SICK LEAVE

7.9 Catastrophic Leave (Continued)

- a) The illness/injury of the employee must be serious (life threatening or expected to incapacitate the employee for an extended period of time) as verified by physician. The District may require the unit member who is incapacitated to undergo an examination by a physician selected by the District, at the District's expense, to verify the injury or illness, the degree of disability, and the anticipated length of disability;
- b) The contributions will be on an individual solicitation basis by SDCCPOA after the unit member makes the need known to the Payroll/Benefits Manager, their President/Vice Chancellor or union representative;
- c) The ill/injured employee must have exhausted all accrued full-salary paid leaves;
- d) Injuries or illness claimed for workers' compensation injuries, whether or not approved, shall be excluded;
- e) A maximum of sixty (60) workdays may be utilized by each unit member per catastrophic illness/injury;
- f) Vacation and/or sick leave days donated will be paid at the salary level of the employee who receives such days;
- g) SDCCPOA shall indemnify and save harmless the District, its officers and employees from and against any and all claims, demands, liabilities, damages, costs (including reasonable attorney fees and court costs), suits and administrative proceedings arising out of or connected with employees giving or receiving vacation time for catastrophic illness or injuries.

ARTICLE VIII - VACATION

8.1 Eligibility

Vacation days shall be granted to all regular, monthly employees covered by this Agreement. New employees shall not be eligible to take vacation prior to completion of six (6) months of paid service. Vacations shall not be taken prior to the time that such vacation days are earned.

8.2 Application for Benefits

All requests for vacation shall be made electronically via the District approved timekeeping system. Requests may be made at any time during the year, but should be made as far in advance as possible. The Supervisor shall notify employees as to the disposition of their vacation requests in a timely manner and within two (2) weeks after being received, when possible. Vacation requests must have the prior approval of the immediate Supervisor. No employee, other than a terminating employee, shall be permitted to take more than twenty (20) days at one time unless approved by the chief site administrator.

Requests for vacation shall be considered on a first come first serve basis. Unit members may time and date stamp their vacation request at the time of submission.

8.3 Vacation Allowance

Vacations shall be earned and accrued on a monthly basis by regular, monthly employees as follows:

8.3.1 During the first (1st) through fourth (4th) years of continuous service, the rate shall be 8.0 hours per month.

8.3.2 During the fifth (5th) through the tenth (10th) year: 11.33 hours per month.

8.3.3 During the eleventh (11th) through the nineteenth (19th) year: 14.67 hours per month.

8.3.4 After the completion of the nineteenth (19th) year: 16.67 hours per month

The following shall apply to all employees of this unit, regardless of accrual rate:

8.3.5 A temporary, hourly employee who has worked full time without a change in that position may be credited with time served in such temporary, hourly status retroactive to the beginning of the current fiscal year in determining his/her vacation allowance.

8.3.6 Vacation accruals shall be prorated for employees working less than full time.

ARTICLE VIII - VACATION

8.3.7 The maximum accumulation of vacation shall be limited to twice the annual allowance permitted by his/her current accrual rate. At the beginning of each fiscal year (July 1), employees who have exceeded the limit of twice the annual accrual shall be notified in writing. Such employees must schedule sufficient vacation to be taken before January 31st of that fiscal year, so that the double accrual maximum is not exceeded as of that date. Vacation accrual in excess of the double accrual maximum as of January 31 will be taken at the direction of the supervisor before May 31. Vacation time which is directed to be taken shall be in increments of four (4) or more hours.

8.3.8 A month shall mean being employed on or before the fifteenth (15th) for purposes of crediting/not crediting the first month of a new hire.

8.4 Break In Service

8.4.1 Military leaves are credited as continuous service for vacation eligibility purposes, but vacation days are not accrued during such leaves.

8.4.2 Employees who have had a break in service will be given credit only for the total months of service with the District, except that service broken for periods of less than ninety (90) calendar days shall be disregarded when computing the number of full months completed.

8.4.3 Unpaid leaves in excess of ninety (90) calendar days shall be considered a break in service and will not be credited for vacation eligibility purposes.

8.5 Terminating Employees

Regular employees who have worked six (6) calendar months or more and who resign, retire, or are placed on extended unpaid leave, shall be paid for vacation earned but unused at their current rate of pay.

ARTICLE IX - HOLIDAYS

- 9.1 Any monthly employee, other than College Service Officer - Weekend/Holidays, covered by this Agreement shall be entitled to fifteen (15) paid holidays each year, provided the unit member is in a paid status during any portion of the workday immediately preceding or succeeding the holiday. All holidays shall be designated by the Board of Trustees by adoption of the District's Academic Calendar.
- 9.2 The POA shall be entitled to a representative on any District-wide Advisory Committee established to study the District's Academic Calendar.
- 9.3 If a holiday falls on a workday when an employee, other than College Service Officer - Weekend/Holidays, is not assigned to work, the unit member shall be granted an equivalent day off during the pay period. If the holiday results in a three (3) day weekend, the rescheduled day off shall result in a three (3) day weekend unless mutually agreed to between the supervisor and employee.
- 9.4 The District shall maintain the policy that, at each site, the holidays shall be rotated in a fair manner.
- 9.5 The holiday schedule for employees at each site shall be posted at least one (1) month in advance.
- 9.6 Employees shall be granted an additional day's pay limited to eight (8) hours per day at straight time compensation for any weekday which falls during the period December 25th and January 1st and is not one of the aforementioned fifteen (15) holidays. Maximum amount of pay for these three (3) days will be twenty-four (24) hours.
- 9.7 The District will begin Cesar Chavez Day effective 2005-2006, the Friday of Spring Break each year unless otherwise designated by the calendar committee.

ARTICLE X - PHYSICAL EXAMINATION

- 10.1 Should the District at any time require a physical examination or other diagnostic test or examination, the employee shall suffer no loss of pay or fringe benefits and shall receive mileage reimbursement. Prior to the District requesting such exams, a meeting will be held with the employee to discuss the District's intentions. The employee may request that a bargaining unit representative be present. Should the District proceed to require the test, the District will notify the employee and other meeting participants, in writing, of the reason for the test.
- 10.2 Unit members shall be given appropriate release time and travel time for both the administration and reading of the tuberculosis test.

ARTICLE XI - INSURANCE

11.1 Coverage

11.1.1 The District shall provide to each eligible employee a choice, including at least one Health Maintenance Organization Plan option, of comprehensive group medical plan options during open enrollment periods. The open enrollment period for enrollment or changes in group insurance will be held once annually as announced by the District Benefits Office.

11.1.2 The full individual premium shall be paid by the District towards the cost of group long-term disability. The District shall contribute up to a maximum of \$16.80 (sixteen dollars and eighty cents) per month effective August 1, 2018, to provide a one hundred thousand dollar (\$100,000) life insurance plan for eligible employees only.

The District shall contribute up to a maximum of \$111.29 (one hundred eleven dollars and twenty-nine cents) premium costs for a month for a group dental plan providing two-thousand dollar (\$2,000) of annual coverage (which includes coverage for the employee, spouse or domestic partner and dependents).

The District shall contribute up to a maximum of \$14.67 (fourteen dollars and sixty seven cents) per month, effective January 1, 2019, toward the premium costs for the group vision plan (which includes coverage for the employee, spouse or domestic partner and dependents).

11.1.3 The District shall contribute up to \$1,178.60 (one thousand one hundred seventy-eight dollars and sixty cents) per month, effective January 1, 2019, toward the cost of the individual premium (which includes coverage for the employee, spouse or domestic partner and dependents) for any of the medical insurance options offered through the District.

11.1.4 Eligible employees electing to participate in a plan option which exceeds the District contribution shall be required to contribute the difference through monthly payroll deductions.

11.1.5 This coverage applies to employees who are assigned to work half-time or more (twenty [20] hours per week or more).

11.1.6 If in the future there is an increase in premium rates, the District will increase its maximum contribution to the premium costs for medical, dental and vision plan coverage described herein, to the maximum amount it contributes for comparable coverage for the Management employee unit.

ARTICLE XI - INSURANCE

11.2 The District shall contribute \$1,178.60 (one thousand one hundred seventy-eight dollars and sixty cents) per month, effective January 1, 2019, toward the cost of the individual premium (which includes coverage for the employee, spouse or domestic partner and dependents) for any of the medical insurance plan options offered through the District for all retirees who have worked for the San Diego Community College District for a minimum of twenty (20) years and are between the ages of sixty (60) and sixty-four (64) inclusive at time of retirement.

Eligible retirees electing to participate in a plan option which exceeds the District contribution shall be required to contribute the difference in the form of deposits at least one (1) month in advance.

11.3 Retiree Coverage Paid by Retiree

Retirees who do not meet the above qualifying criteria may continue to participate in the medical plan option of their choice by paying premiums to the District in advance.

11.4 District Flex Plan

District agrees to implement Internal Revenue Code Section 125, which allows employers to structure benefit plans to provide options to its employees. Employees in qualified plans are allowed to earmark pre-tax dollars toward specific uses for health and dependent care. District offers employees participation in its Flex Plan for health care premiums, health care expenses, and dependent care expenses. Amounts included in the Flex Plan will not be subject to federal, state or social security taxes.

It is understood that the District has made no representation regarding tax or other consequences of the Flex Plan with regard to any particular employee or group of employees and that any questions by any employee should be directed to his or her personal financial, legal, or tax advisor.

The District has incorporated into new facilities planning, space for employees as exercise areas. Prior to any decision being made to repurpose this space, the District shall meet and confer with the SDCCPOA and shall consider alternatives to the decision.

ARTICLE XII - LONG-TERM LEAVE OF ABSENCE

12.1 Eligibility

Long-term leaves of absence, those in excess of thirty (30) calendar days, may be granted to permanent employees covered by this Agreement. Probationary employees are eligible for leave due to pregnancy or military leave only. Leave taken under this Article that qualifies as Family Medical Leave Act (FMLA)/California Family Rights Act (CFRA) Leave shall run concurrently with leave provided under Article XXIV.

12.2 Application for Benefits

All requests for leave shall be electronically reported via the District approved timekeeping system, with all necessary documentation provided to the approving supervisor, manager, or designee, such as a physician's statement of incapacity. Requests shall be submitted to the immediate supervisor ten (10) days prior to the beginning date of the leave unless extenuating circumstances permit advance notification.

12.3 Authorized Uses

Long-term leaves are authorized for the following uses:

12.3.1 Health Leaves

An employee, with insufficient leave may apply for health leave without pay. All requests for health leave must be accompanied by a physician's statement of incapacity, and return to duty is dependent upon evidence of recovery.

12.3.2 Service to Other Public Agencies

Long-term leaves of absence may be granted to employees to serve another public agency in some full-time capacity which will benefit the District and the employee for a maximum of two (2) years.

12.3.3 Long-Term Military Leave (More than thirty [30] calendar days per fiscal year, July 1 - June 30)

An employee shall be granted leave for the purpose of serving in the armed forces for an extended period of time. The leave may be renewed indefinitely, except when the service commitment is voluntarily extended.

- a. Salary Entitlement (First Thirty [30] Days)-- An employee who has a minimum of one (1) year of prior service with the District shall receive his/her salary for the first thirty (30) calendar days of ordered military duty. Pay for such purposes will be equivalent to one (1) month's salary.
- b. Return to the District -- An employee, upon release from active duty, shall have the right of reemployment at any time within six (6) months of the termination of the ordered service.

ARTICLE XII - LONG-TERM LEAVE OF ABSENCE

(Continued)

- c. However, the employee shall not be entitled to sick leave, vacation, or salary for the period the unit member was on leave, except as noted above unless otherwise prescribed by law.
- d. Forfeiture of District Position -- An employee who voluntarily requests and obtains an extension of his/her tour of duty shall forfeit all rights of return to a position with the District.

12.3.4 Other Leaves

The Chancellor may grant other long-term leaves at his/her discretion.

12.3.5 Family/Parental Leave (Non-FMLA/CFRA Qualifying)

An employee may request an unpaid leave of absence to care for the employee's immediate family as defined in Article XIII, Section 13.1.a and b.

12.4 Length of Leave

Long-term leaves may be granted for periods of up to one (1) year, and may be extended for an additional period not to exceed a total of two (2) years, other than Military Leave as noted above.

12.5 Compensation

All long-term leaves are taken without salary or benefits, except the first thirty (30) days of military leave or where FMLA/CFRA/PDL requires continued benefits. Salary step increases are allowed only for leaves to serve other public agencies and military leaves or as required by FMLA/CFRA/PDL. Long-term leaves of absence shall extend the date of step advancement by the period of time absent for all other leaves.

12.6 Retention of Earned Sick Leave

Employees on long-term leaves of absence shall retain any prior sick leave that may have accumulated, but shall not accumulate any additional sick leave rights during the leave period.

12.7 Return From Leave

- 12.7.1 An employee granted a long-term leave of absence for health, military service, FMLA/CFRA or service to other public agencies, shall continue to receive seniority credit for purposes of reemployment and retention in case of possible layoff.

ARTICLE XII - LONG-TERM LEAVE OF ABSENCE

12.7.1 (Continued)

The employee, at the expiration of such authorized leave, shall be returned to the position formerly held, or to a position of equal classification level and of similar requirements of ability and skill; or, the employee may request a position in a lower grade.

12.7.2 An employee, granted a leave of absence for reasons enumerated in 12.3.3-12.3.4 shall have, at the expiration of such leave, upon request, his/her name placed on any eligibility list for his/her job class for a period of one (1) year. If the employee is not selected for a regular position during the one- (1) year period, the unit member shall be separated from the classified service.

ARTICLE XIII - SHORT-TERM LEAVE OF ABSENCE

Leave taken under this Article that qualifies as Family Medical Leave Act (FMLA)/California Family Rights Act (CFRA) Leave/Pregnancy Disability Leave (PDL) shall run concurrently with leave provided under Article XXIV.

13.1 Definition

- a. Immediate family shall include the employee's current spouse, guardian, or ward, and any relative or person currently living in the employee's immediate household; and
- b. The employee's and his/her current spouse's mother, stepmother, father, stepfather, grandparent, child, grandchild, stepchild, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, stepbrother, and stepsister.

The above definition shall apply wherever reference is made to immediate family in this Agreement.

13.2 Eligibility

Short-term leaves of absence (leaves of thirty [30] calendar days or less) may be granted to any employee covered by this Agreement.

13.3 Application for Benefits

Requests for short-term leaves shall be submitted electronically via the District approved timekeeping system five (5) days in advance of the intended leave, except in cases of emergency or situations where advanced notification is not practical.

13.4 Authorized Leaves

Short-term leaves are those which include the following:

13.4.1 Personal Business Leave With Pay -- Unit members may be excused from duty with verbal or written permission from the supervisor, with pay, for a period of not more than two (2) hours in increments of fifteen (15) minutes. Valid reasons for and conditions of Personal Business Leave are limited to the following:

- a. Death or illness in immediate family (extension of bereavement leave).
- b. Extension of paternity/adoption leave in emergency cases.
- c. Unavoidable transportation delay.
- d. Private legal matters, including marriage and divorce.
- e. Attendance at graduation ceremonies (immediate family).
- f. Participation in college graduation ceremonies.
- g. Attendance, as officer or delegate, at civic, or fraternal conventions.
- h. Funeral attendance.
- i. Emergency child-care problems.
- j. To serve as executor of a will.
- k. Meeting spouse or seeing him/her off to overseas duty.
- l. Attendance at a wedding.
- m. Taking examinations.
- n. Medical appointments.
- o. Religious observances.
- p. Registering for classes.
- q. Attendance at child's individual parent-teacher consultation.
- r. District or POA sponsored retirement workshops.

Time approved for Personal Leave shall be electronically reported via the District timekeeping system by the unit member and supervisor.

ARTICLE XIII - SHORT-TERM LEAVE OF ABSENCE

13.4.2 Family/Parental Leave

- a) Upon the birth of the employee's child, or in order to make final arrangements to adopt a child, or to place a child in foster care with the employee, an employee, upon verbal request, shall be granted one (1) day of leave without loss of pay. Upon return to duty, the employee must submit the appropriate leave request form.
- b) An employee may request an unpaid leave of absence to care for the employee's parent, child, or spouse or for child-rearing after the birth of a child, or the placement of a child with an employee in connection with adoption or foster care.

13.4.3 Bereavement Leave -- Absence without loss of salary for a period not to exceed three (3) days (five [5] days if four hundred [400] miles' one [1] way travel is required) may be granted to an employee upon the death of a member of his/her immediate family as defined in 13.1.

13.4.4 Short-Term Military Leave -- An employee shall be granted leave with pay for the purpose of undergoing ordered preinduction physical examinations for the armed services, and for the purpose of engaging in ordered, temporary military training, not to exceed thirty (30) calendar days per fiscal year (July 1 – June 30).

- a) Short-term military leaves for active duty will be granted during the fiscal (July 1 – June 30) year only when satisfactory documentation is provided to show that the military requirements cannot be satisfied during vacation periods.
- b) The leave request form shall be submitted with copies of official orders attached.

13.4.5 Leave For Court Appearance (Not Job Related)/Jury Duty

- a) When a monthly employee is required to appear as a witness in court, other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee, a leave with pay may be granted. The leave request form shall be submitted with a copy of the subpoena attached. Witness fees received by any employee shall be remitted to the Executive Vice Chancellor, Business Services within ten (10) days of receipt of such fees.

ARTICLE XIII - SHORT-TERM LEAVE OF ABSENCE

- b) Leave of absence shall be granted to any employee called for jury duty. Second or third shift employees who serve on jury duty shall be temporarily transferred to day shift for pay purposes only, without loss of pay. When responding to initial summons to determine eligibility for jury service, an employee shall be excused from duty with pay. (See Personal Business Leave.)

ARTICLE XIV - INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

14.1 Eligibility

Industrial accident and illness leave shall be available to employees covered by this Agreement immediately upon employment with the District.

14.2 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 a valid Workers Compensation claim by the District's Workers' Compensation insurer or Claims Administrator.

14.3 Application for Industrial Accident and Illness Leave

An employee shall report verbally to his/her immediate supervisor any incident in the workplace which involves or may involve injury or illness as soon as possible but not later than twenty-four (24) hours following the occurrence unless the nature of the injury makes notification impossible.

The employee shall submit to his/her immediate supervisor separate applications for leave for each time reporting period on the District provided Industrial Accident Leave card.

Each application shall be accompanied by the treating physician's signed statement, either on the District's prescribed form or on the physician's official form or stationery, specifying the duration of the leave, the diagnosis of the injury or illness and the prognosis for recovery.

Not less than three (3) workdays prior to returning from leaves of thirty (30) calendar days or more, employees must provide a written clearance from the attending physician(s) indicating recovery, and fitness to resume a full range of normal duties as determined by the District. Upon return to work, the employee shall submit via the District approved timekeeping system within five (5) days any remaining leave taken and not covered under previous applications.

14.4 Leave Allowance

The District provides a maximum of sixty (60) working days of full pay leave for each industrial accident or illness commencing on the first day of absence. For the purpose of this Article, a full day of leave is equivalent to the employee's usual workday.

Industrial Accident or Illness Leave shall not accumulate from year to year.

ARTICLE XIV - INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

14.4 Leave Allowance (Continued)

The leave allowance will be reduced by one day for each day of authorized absence regardless of the amount or method of compensation.

All absences or leaves related to Industrial Accidents shall run concurrently with any time eligible to the employee under the Family Medical Leave Act.

In the event that an absence has not been approved as a valid Industrial Accident or Illness leave when the payroll for the employee is being computed, the employee's normal sick leave balance will be charged for any absences which have been supported by a 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 employees of acceptance or rejection of a claim.

14.5 Compensation

During the first sixty (60) working days of an approved industrial accident claim, the employee shall receive full salary. Thereafter, the employee will receive his/her 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 employee, for any period of disability, receive compensation greater than his/her normal salary.

Any draft or check received by the employee representing temporary disability benefits payable under the Workers' Compensation laws (excluding mileage) for a period of disability for which the employee is receiving full salary shall be endorsed and given to the District.

The employee will be provided annually with a statement of all non-taxable temporary disability benefits received for filing with his/her income tax returns.

14.6 Unpaid Health Leave

After all paid leaves have been exhausted and the employee is not medically cleared by the District the employee may request an unpaid health leave. Approval of such request shall be at the discretion of the District.

ARTICLE XIV - INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

14.7 Absence Beyond Expiration of All Leaves

14.7.1 When all available paid or unpaid leaves of absence have been exhausted and the employee is not medically cleared by the District to resume the regular duties of his/her position, the employee shall either retire, if eligible, resign, or be dismissed for reasons of health. The employee's name shall be placed on a reemployment list for a period of thirty-nine (39) months.

14.7.2 If the employee is medically cleared by the District during the thirty-nine (39) month period, the employee shall be reemployed in a vacant position in the class of his/her previous assignment over all other available candidates, except for a reemployment list established because of lack of work or lack of District funds. An employee 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 his/her name removed from the reemployment list.

14.8 Absence from State

Any employee receiving benefits as a result of this section, shall during periods of injury or illness, remain within the State of California unless the District authorizes travel outside the State.

ARTICLE XV - WAGES

15.1

**San Diego Community College District
Police Officers' Association (POA) Effective January 1, 2019**

Range	Step D (4)	Step E (5)	Step F (6)	Step G (7)	Step H (8)
28	\$3,184.80	\$3,344.02	\$3,511.61	\$3,687.08	\$4,366.24
29	\$3,268.65	\$3,431.75	\$3,603.85	\$3,783.81	\$4,480.41
30	\$3,327.15	\$3,493.62	\$3,667.96	\$3,851.30	\$4,560.33
31	\$3,346.28	\$3,513.86	\$3,689.33	\$3,873.79	\$4,586.96
32	\$3,580.22	\$3,759.06	\$3,946.91	\$4,143.74	\$4,906.63
33	\$5,330.40	\$5,596.98	\$5,877.05	\$6,170.63	\$7,306.66

Notes:

Effective 1/1/18 - Initial Step placement will be Step D for new employees

Effective 1/1/19 - .823% Across the Board

- * Employees in this classification will receive a 5% differential in lieu of time off for District approved holidays.

PLACEMENT OF CLASSES ON SALARY RANGES

<u>Classifications</u>	<u>Range</u>
College Service Officer	28
College Service Officer - Weekend/Holidays*	28
Community College Police Officer Trainee (CCPOT)	31
Security Officer II	32
Community College Police Officer	33

ARTICLE XV - WAGES

15.2 Initial Salary Placement

Initial salary placement of newly employed employees shall be on the first step of the appropriate range. Employees with the equivalent of eighteen (18) months of verified, paid, full-time and related job experience of at least three (3) months in duration, shall be moved to Step B of the appropriate range. Employees with the equivalent of thirty-six (36) months of verified, paid, full-time and related job experience of at least three (3) months in duration, shall be moved to Step C of the appropriate range. For purposes of salary placement, 7.5 (seven and one half) semester units (or equivalent quarter units) of directly related coursework from a regularly accredited institution will be equivalent to one (1) year of job experience. For purposes of calculation of District short-term non-academic hourly work, 173 (one hundred seventy-three) hours shall be credited as one (1) month of calendar work.

Except as delineated below, the combination of experience and credits shall not result in placement higher than Step C without specific approval of the Chancellor. Verifications submitted no later than one hundred twenty (120) calendar days from the date of employment will be eligible for retroactive salary placement. All other verifications for initial placement will be effective the first of the month following submission to Human Resources. Any additional verifications submitted after one (1) year from the date of hire will not be accepted.

Beginning January 1st of the fiscal year that ongoing funding is able to be directed by SDCCDPOA, any newly hired lateral police officer with at least twelve (12) years of service as a public safety officer in the State of California as defined by California Penal Code Section 830 et seq. will be started at the fourth level of the of the appropriate range. Beginning January 1st of the fiscal year that ongoing funding is able to be directed by SDCCDPOA, any newly hired lateral police officer with at least 20 years of service as a public safety officer in the State of California as defined by California Penal Code Section 830 et seq. will be started at the fifth level of the appropriate range.

15.3 Service Increments

For unit members hired from January 1 through June 30 on an eleven (11) or twelve (12) month contract their first step increment will be the following January 1. For unit members hired from January 1 through June 30 on a ten (10) month contract their first step increment will be the following February 1.

For unit members hired from July 1 through December 31 on an eleven (11) or twelve (12) month contract their first step increment will be on January 1 after completing one (1) full year of service. For unit members hired from July 1 through December 31 on a ten (10) month contract their first step increment will be on February 1 after completing one (1) full year of service.

Subsequent step movements will occur on January 1 for eleven (11) or twelve (12) month

contract unit members and will occur February 1 for ten (10) month contract unit members.

15.4 Pay Warrants

All regular paychecks of employees in the bargaining unit shall be itemized to include all deductions, overtime, holiday pay, additional wage benefits, differentials, longevity, year-to-date gross earnings, and show sick leave and vacation accrued to close of the payroll reporting period.

15.5 Method of Payment

Employees shall receive pay warrants on the last working day of each month.

15.6 Underpayments or Overpayments

Proper salary range and step placement is a joint responsibility of the employee and the Compensation Office. Each employee is encouraged to review their salary placement annually and should the employee suspect that the unit member is improperly placed on the salary schedule, this information should be brought to the attention of the District immediately.

In the event of underpayment or overpayment in a unit member's compensation, the following procedures shall control and be applicable only if the unit member, or SDCCPOA, on its own behalf, and on behalf of the affected unit member, agrees upon the fact and amount of underpayment or overpayment, and upon use of these procedures.

Should underpayment or overpayment in compensation occur, for purposes of determining the amount to be refunded or collected, retroactivity shall be limited to one (1) calendar year from the time the error is brought to the attention of the affected unit member or Human Resources. If the error cannot be corrected prior to the issuance of the subsequent pay warrant, retroactivity will be extended until a correct pay warrant is issued.

In cases of underpayment, the District will issue a supplementary warrant for the amount due the unit member.

In cases of overpayment, the unit member shall pay the full amount back to the District within one (1) calendar year from the date of the issuance of the unit member's first pay warrant which includes a deduction for a portion of the overpayment. In cases where the one (1) year time frame would cause the monthly repayment deduction to exceed five percent (5%) of the affected unit member's gross pay for that month, said deduction shall be limited to five percent (5%) of the unit member's gross pay, and the time frame for repayment shall be extended until the full amount is repaid.

15.7 Payroll Errors

Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a supplemental check issued five (5) working days per Education SDCCPOA

Code 88166 after the error is discovered by the employee or the District and reported to District Payroll Office or the employee.

ARTICLE XV - WAGES

15.8 Special Payments

Any payroll adjustment due to an employee in the bargaining unit as a result of working out of class, re-computation of hours, or reasons other than procedural errors, shall be made and a supplemental check issued not later than the tenth (10th) day following the end of that monthly pay period.

15.9 Lost Checks

Any paycheck for an employee in the bargaining unit, which is lost after receipt or which is not delivered within seven (7) days of mailing, if mailed, shall be replaced not later than three (3) additional working days following the employee's demand of the Payroll Department for replacement of the check.

15.10 Promotion

Any employee in the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new class to ensure approximately five percent (5%) increase as a result of that promotion, except that the employee may be placed on the last step of the appropriate range if that is the maximum allowable for that class.

15.11 Shift Differential

15.11.1 Employees who work the evening shift will receive a five percent (5%) shift differential.

15.11.2 Employees who work the graveyard shift will receive a seven and one-half percent (7.5%) differential.

15.11.3 Any employee transferred to a non-shift assignment for twenty (20) working days or less in any pay period shall continue to receive shift differential pay for that period. Temporary reassignment of employees to day shift resulting from semester and holiday breaks shall not result in a loss of shift differential for that day.

15.11.4 College Service Officer - Weekend/Holidays hired for the purpose of weekend or holiday coverage will receive a differential of five percent (5%) in lieu of time off for District approved holidays.

ARTICLE XV - WAGES

15.12 Out-of-Class Assignment

For any out-of-class assignment, a unit employee shall be paid an additive amount which, when added to his/her base pay, shall equal the "A" step of the appropriate range, or the step the employee would be placed on if promoted to the classification, whichever is greater. Out-of-class pay shall be for assignments of five (5) days or greater in duration and shall be effective the first day of such assignment. Each quarter, unit members who have accumulated five (5) or more days in an acting sergeant capacity, and have not otherwise been compensated for the out-of-class assignment, will be compensated a five percent (5%) additive for those days. In cases where the assignment is not reasonably consistent with the full range of duties of an existing higher class, the principle of a five percent (5%) additive shall prevail. The District will notify SDCCPOA of any out-of-class assignments approved for more than a six (6) month period of time.

15.13 Mileage

An employee of this unit who is required to utilize his/her personal vehicle on District business shall be reimbursed at the prevailing IRS rate per mile for all District business mileage. District business mileage does not include miles driven to an employee's regularly assigned work location.

In computing District business mileage, starting and finishing points shall be the regularly assigned work location of the employee. In the event an employee does not depart from his/her regularly assigned work location at the beginning of the business day, or return to that regularly assigned work location at the end of the day, the unit member shall deduct from the total mileage: (1) the distance from his/her home to his/her first stop; or (2) the distance from his/her home to his/her regularly assigned work location, whichever is less.

A unit member who works outside his/her regular hours of employment shall be eligible for mileage if the unit member is required to use his/her personal car once s/he has reported to his/her assigned work location for that day.

ARTICLE XV - WAGES

15.13 Mileage (Continued)

Employees required to use some form of public transportation in lieu of a personal vehicle shall be reimbursed for the actual expenses incurred.

15.13.1 Training and Travel Expenses

Any employee required to attend training or perform duties requiring travel shall be reimbursed for necessary and reasonable expenses to the extent authorized by, and subject to, the requirements of District rates and regulations.

15.14 Employer "Pickup" Program of Retirement Contributions

Effective March 1, 1991, the District agrees to implement Employer "Pickup" Program of employee contributions to PERS under Internal Revenue Code 414(h)(2). This allows the employee's gross salary to be reduced by the amount the employee contributes to PERS. Both federal and state taxes would be computed based upon this reduced gross.

It is agreed that this "pickup" shall not be construed as requiring an increase or decrease in compensation for any employee and that employee contributions to PERS are still considered part of the employee's compensation for all purposes except tax deferral under the Employer "Pickup" Program.

It is agreed that the District has made no representation regarding tax or other consequences of the Employer "Pickup" Program with regard to any particular employee or group of employees and that any questions by any employee should be directed to his or her personal financial, legal, or tax advisor.

15.15 Public Safety PERS

It is the intent of the parties to reach agreement on a change to sworn officers with the POA from California Public Employment Retirement Systems (CalPERS) and to contract for California Public Employee's Pension Reform Act (PEPRA) Safety P.E.R.S. 2.7% @ 57. The adoption of Cal SafetyPERS for sworn officers of the District will align the District with other comparable agencies that currently offer SafetyPERS for eligible employees.

Participation in Cal SafetyPERS requires participation in the 1959 Survivor Benefit Plan, although members may elect, as a group, to continue participation in Social Security.

The parties agree that the adoption of Cal SafetyPERS for sworn officers will not result in employer contribution expenses in excess of those budgeted for the membership of sworn officers in regular CalPERS.

The parties acknowledge that both Regular CalPERS and Cal SafetyPERS are subject to unfunded liability costs based on experience rate, and the expected revenues from both deposits to the fund and any earnings from investments. Unfunded liability for Regular

ARTICLE XV - WAGES

15.15 Public Safety PERS (Continued)

CalPERS is incorporated into the monthly employer contribution percentage. Unfunded liability for Cal SafetyPERS is annually invoiced to the employer as a separate cost.

The parties acknowledge the following financial impacts to the adoption of Cal SafetyPERS:

- The 2016-2017 employer contribution rate for Regular CalPERS is 13.88%
- The 2016-2017 employer contribution rate for Social Security is 6.2%
- The total 2016-2017 employer contribution rate is 20.08%

- The 2016-2017 employer combined average Classic and PEPRAs members contribution rate for Cal SafetyPERS is 12.161%
- The 2016-2017 employer contribution amount for the 1959 Survivor Benefit Plan is \$5.80 per covered employee per month

Example of financial impact for participation in Regular CalPERS:

2016-2017 Regular CalPERS employer contribution rate	13.88%
2016-2017 employer contribution rate for Social Security	6.2%
Total 2016-2017 employer contribution rate	20.08%

Using 2016-2017 employee data, the employer cost of Regular CalPERS plus Social Security is:

2016-2017 Salary + Special Comp	\$3,020,372.18
2016-2017 Regular CalPERS employer contributions (13.88% of salary + special comp)	\$419,227.64
2016-2017 employer contribution for Social Security (6.2% of salary + special comp)	\$187,263.07
2016-2017 total employer contribution for participation in Regular CalPERS	\$606,490.71

Example of financial impact for participation in Cal SafetyPERS:

2016-2017 Cal SafetyPERS employer contribution rate	12.161%
2016-2017 employer contribution amount for the 1959 Survivor Benefit Plan (estimating for 34 members) @ \$5.80/employee/month	\$2,366.40

ARTICLE XV - WAGES

15.15 Public Safety PERS (Continued)

Using 2016 employee data, the estimated employer cost of Cal SafetyPERS plus participation in the 1959 Survivor Benefit Plan is:

2016-2017 Salary + Special Comp	\$3,020,372.18
2016-2017 Cal SafetyPERS employer contributions (2016 employer combined average Classic and PEPRA members 12.161% of salary + special comp)	\$367,307.45
1959 Survivor Benefit Plan	\$2,366.40
2016-2017 Total employer contribution for participation in Cal SafetyPERS	\$369,673.85

The parties acknowledge that the true cost of Cal SafetyPERS is unknown at the time of ratification of this document due to the unfunded liability expense.

- 15.16.1 The parties acknowledge that CalPERS mandates an election of eligible unit members, separate from ratification of this MOU, to initiate participation in the SafetyPERS retirement program.
- 15.16.2 The parties further acknowledge that CalPERS mandates an election of eligible unit members, separate from ratification of this MOU, to select participation in either Social Security or the 1959 Survivor Benefits Plan. If Social Security is selected, there will not be sufficient funding to move forward to implement the SafetyPERS retirement program and the District will not be obligated to do so. If the 1959 Survivor Benefit Plan is selected, it is the right of management to select the plan level.
- 15.16.3 If the eligible unit members elect to participate in the SafetyPERS retirement program and elect to participate in the 1959 Survivor Benefit Plan, then upon adoption by the District's Board of Trustees Final Resolution to enter into the contract for SafetyPERS, the District shall make the effective date for participation in SafetyPERS as the first day of the first payroll period following the effective date of resolution.

ARTICLE XV - WAGES

- 15.16.4 Continued participation in SafetyPERS shall be funded through the application of the Resource Allocation Formula (RAF) consistent with CalSTRS and CalPERS participation for other units and including any unfunded liability costs associated with participation in SafetyPERS. The parties recognize that Cal SafetyPERS handles the unfunded liability portion of the plan differently than the current CalPERS or CalSTRS plan in place. Cal SafetyPERS may invoice participating districts separately for the unfunded liability cost in the year in which it occurs. The amount of unfunded liability is unknown because it is subject to experience rate of the Cal SafetyPERS pool, and the expected revenues from both deposits to the fund and any earnings from investments.
- 15.16.5 In the event, at some future date the RAF is no longer in effect, the parties will meet to negotiate funding for employer costs of SafetyPERS including any unfunded liability costs related to participation in SafetyPERS.

15.17 Collateral and Specialized Assignments

Collateral and specialized assignments will be paid an additional 5% of base pay for Field Training Officer (FTO), FTU Range Master, Bicycle Program Coordinator, Investigator, Rape Aggression Defense Coordinator (RAD), CSO Training Officers (CSO-FTO) and CSO's who are assigned to perform maintenance and repair on parking meters and daily permit machines. The Bicycle Program Coordinator, FTU Range Master, RAD Coordinator and Investigators will receive the additive only while in these assignments. FTOs and CSO-FTOs will receive the additive only during the time they have trainees assigned to them for one or more days. Coordinator positions will be assigned to SDCCPOA unit members when practicable. "When practicable" is defined for this subsection as applying to any employee who possesses the required skills to perform the collateral or specialized assignment.

ARTICLE XVI - DISCIPLINE AND DUE PROCESS

16.1 Discipline

16.1.1 Through the discipline process, the District shall maintain the right to reprimand, suspend, demote or discharge any employee for cause. Verbal counseling and notes of counseling shall not be considered disciplinary action.

16.1.2 Discipline includes written reprimands, suspensions (with or without pay), demotions, and dismissals for cause. No employee can be disciplined for any single incident beyond ninety (90) calendar days following the occurrence or knowledge of said incident by the supervisor except in the following circumstances:

- a) those circumstances where the act or omission or other allegation is also the subject of criminal investigation or criminal prosecution;
- b) the investigation is a multi-jurisdictional investigation that requires an extension for coordination of the involved agencies;
- c) the investigation involves an employee who is incapacitated or otherwise unavailable;
- d) the investigation involves a matter in civil litigation where the employee is named as a party defendant;
- e) the investigation involves a matter in criminal litigation where the complainant is a criminal defendant;
- f) the investigation involves an allegation of worker's compensation fraud on the part of the employee.

In cases involving (a) through (f), no employee can be disciplined for any single incident beyond one (1) year following the occurrence or knowledge of said incident by the supervisor.

In the case where an employee demonstrates either continuing or repeated problems, or several infractions which all relate to a serious behavior, performance, or attitude problem, the employee may be disciplined on all such incidents occurring within a two (2) year period.

16.1.3 An employee absent from duty without permission for five (5) consecutive working days shall be considered to have voluntarily resigned and shall be so notified in writing. The employee shall be provided due process limited to an administrative appeal to the Vice Chancellor, Facilities if a request for a meeting is made within five (5) calendar days of the notice. Within five (5) days of the decision of the Vice Chancellor, Facilities, the employee may request mediation and written findings from the mediator. There shall be no further appeal right.

16.1.4 Employees shall be free from disciplinary action without proper regard for due process. E-mail will not be used to counsel or reprimand an employee for any reason.

ARTICLE XVI - DISCIPLINE AND DUE PROCESS

16.2 Disciplinary Options

- 16.2.1 When problems arise in the performance of assigned duties and responsibilities, the District will make reasonable attempts to assist the employee in correcting those problems. Should discipline be warranted, such discipline shall be administered progressively, beginning with a measure appropriate to the severity of the infraction.
- 16.2.2 While employee(s) may be given a verbal counseling or issued a note of counseling, such counseling, whether verbal or written, shall not be considered disciplinary action. The District may use notes of counseling to document perceived deficiencies in performance that are not deserving of formal discipline. Such counseling memoranda should not be used to document specific incidents of misconduct, but only to remind employee(s) of District policies and the expectation that such policies will be met by the employee(s). Such counseling memoranda will be retained for two (2) years and does not have to be referenced in the employee(s) performance evaluation. Employee(s) will not be allowed to appeal a counseling memorandum, but will be afforded rebuttal rights pursuant to Government Code Section 3306.
- 16.2.3. When disciplinary action is appropriate, employee(s) may be given written reprimands, suspensions (with or without pay), demotions, or dismissed from the District.

16.3 Due Process

- 16.3.1 All unit members may appeal a formal written reprimand to the Vice Chancellor, Facilities as provided in the Police Officers Bill of Rights, within ten (10) working days. Such a right to appeal, along with the time limitation to appeal, must be stated in the written reprimand itself. The reprimand appeal hearing process shall consist of the following:
- 16.3.1.1 The hearing will be tape recorded by the hearing officer. The officer may also tape record the session.
- 16.3.1.2 The hearing officer shall consider all relevant documentary and sworn testimonial evidence from the Department as well as that offered by the employee(s).

ARTICLE XVI - DISCIPLINE AND DUE PROCESS

- 16.3.1.3 The hearing shall be limited to: 1) whether the offense occurred and, if so, 2) whether the written reprimand constitutes appropriate corrective action.
- 16.3.1.4 The burden of proof by the preponderance of the evidence shall be on the Department, not the employee(s).
- 16.3.1.5 After hearing all the evidence, the hearing officer shall decide whether or not the written reprimand should be affirmed or overturned. The hearing officer shall not be empowered to raise the level of discipline.
- 16.3.1.6 The hearing officer will provide a written decision to the parties, within five (5) days after the matter is heard, unless both sides agree to an extension. The hearing officer's written decision shall separately list any sustained charges and the facts supporting those charges. The hearing officer's written decision shall be administratively final.
- 16.3.2 All permanent employee(s) shall be provided the opportunity for a pre-disciplinary hearing conducted by the appropriate management employee(s) next in line to the recommending supervisor, prior to implementation of any disciplinary action that may lead to dismissal, demotion, suspension, reduction in salary, or transfer for purposes of punishment.
- 16.3.3 In all cases involving a pre-disciplinary hearing, the appropriate manager, serving as a hearing officer, shall be required to provide to the employee(s) in writing the following:
 - 16.3.3.1 A statement of the proposed disciplinary action,
 - 16.3.3.2 A statement of charges,
 - 16.3.3.3 The rule, regulation, practice or policy violated,
 - 16.3.3.4 A copy of any and all documents or evidence upon which the proposed action is based.
 - 16.3.3.5 A statement of the employee(s) right to respond orally or in writing or both, and
 - 16.3.3.6 A statement of employee(s) right to a representative at the pre-disciplinary hearing.

ARTICLE XVI - DISCIPLINE AND DUE PROCESS

- 16.3.4 The pre-disciplinary hearing date and time shall be set no sooner than seventy-two (72) hours after delivery of the written notice, unless an earlier date is mutually acceptable or an emergency situation exists. Holidays and weekends shall not be included in the seventy-two (72) hour period.
- 16.3.5 After the pre-disciplinary hearing has been concluded and all pertinent facts have been reviewed, the hearing officer shall notify the parties in writing of the final decision within ten (10) calendar days of the pre-disciplinary hearing.
- 16.3.6 If discipline is imposed the final notice of disciplinary action shall contain (1) the exact discipline imposed and the effective date(s), (2) the statement of charges, (3) the facts upon which the final decision to discipline is based, (4) a statement of the employee(s) right of a hearing/appeal, (5) the time within which a hearing must be requested, and (6) a statement the signing and filing of which shall constitute a demand for a hearing/appeal. The disciplinary decision may be appealed through the grievance procedure beginning at Step 4. (Article XIX – Request for advisory arbitration).
- 16.3.7 Disciplinary actions taken against permanent employee(s) that may lead to dismissal, demotion, suspension, reduction in salary, or transfer for purposes of punishment are subject to the grievance procedure as described in Article XIX, and only after the pre-disciplinary hearing officer's decision has been served on the employee(s).
- 16.3.8 The arbitrator's decision shall be communicated to the Board of Trustees and shall be advisory.

16.4 Discharge of Probationary Employee

A probationary employee may be discharged during the first twelve (12) months of employment for failure to meet expected standards at the discretion of the District, without recourse to the grievance procedure.

A probationary employee who is released for misconduct that the unit member denies is entitled to a "liberty interest" hearing, but may not appeal the dismissal decision.

ARTICLE XVII - SUBCONTRACTING

- 17.1 The District reserves the right to contract out any work permitted by statute now being performed by unit employees.
- 17.2 The District agrees that for the duration of this three (3) year Agreement, College Police Department Services will not be eliminated and will continue to maintain the Department as a POST certified agency.
- No later than one hundred eighty (180) days prior to contracting out the work, the District shall consult with the POA. The District shall attempt to relocate employees affected by subcontracting.
- 17.3 If the Department is unable to fill shifts due to insufficient staffing, physical plant security and/or coverage for special event activities may be covered by contracted services.
- 17.4 The District may utilize the Retired Senior Volunteer Program (RSVP) in accordance with the March 10, 2004 memo from the Chief. (See Appendix E)

ARTICLE XVIII - MAINTENANCE OF OPERATIONS

18.1 Maintenance of Operations

It is recognized that the need for continued and uninterrupted operation of the District is of paramount importance and that there should be no interference with such operations.

The POA agrees that neither the POA nor any person acting in its behalf shall cause, authorize, engage in, or sanction a strike against the District, or the concerted failure to report for duty.

The POA further agrees it shall not cause, engage in, encourage, or assist in any strike or similar action or conduct on the part of other employee organizations of the District.

Nothing contained in this Agreement shall be construed to restrict or limit the District in its right to seek and obtain judicial relief as it may be entitled to have under law for any violation of this or any other Article, and to take such action as it deems necessary to discipline any employee for violation of this Article. Employees shall not be entitled to any wages while engaged in any strike, work stoppage, or other interruption of work.

ARTICLE XIX - GRIEVANCE PROCEDURE

19.1 Definitions

- 19.1.1 A grievance may be filed whenever a party alleges that there has been a violation of the terms of this Agreement.
- 19.1.2 An immediate supervisor means the individual who assigns, reviews, and directs the work of the grieving employee.
- 19.1.3 A grievant is an employee, group of employees or the POA.
- 19.1.4 An employee representative is an individual designated by the POA.
- 19.1.5 The failure of the POA or the employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal. Management's failure to give a decision within the time limits shall permit the grievant to proceed to the next step (See Appendix F). The time limits, however, may be extended by mutual agreement.
- 19.1.6 An investigation or other handling or processing of any grievances shall be conducted so as to result in minimal interference with, or interruption of, the instructional program and related work activities of the grieving employee or of the staff.
- 19.1.7 Days shall mean calendar days.
- 19.1.8 Reference to any management representative shall include designee.

19.2 Procedure

- 19.2.1 The grievant shall have the right to be accompanied by a POA representative at each step.
- 19.2.2 Step I – Immediate Supervisor

No later than thirty (30) days after an alleged grievance occurs, an attempt shall be made to resolve the matter in informal verbal discussion between the grievant and his/her supervisor. The supervisor shall make his/her decision known to the grievant within four (4) days of the Step I meeting.

ARTICLE XIX - GRIEVANCE PROCEDURE

19.2.3 Step II – Chief of Police

If the grievance cannot be resolved informally, the grievant shall reduce the allegation and remedy sought to writing on the District Grievance Form. Such forms are available in the Human Resources Office or from the POA. The grievant must file, within twelve (12) days of the supervisor's oral decision, a completed copy of the grievance form.

Within twelve (12) days after such written grievance is filed, the grievant and the Chief of Police shall meet to attempt to resolve the grievance. The Chief of Police shall provide a written decision to the grievant within twelve (12) days of the filing of the Step II meeting.

19.2.4 Step III – Vice Chancellor, Facilities Management

If the grievance has not been resolved at Step II, the grievant may file, within twelve (12) days of the Chief of Police's written decision, an exact copy of the written grievance on the District form with the Vice Chancellor, Facilities Management. Within twelve (12) days after such written grievance is filed, the grievant and the Vice Chancellor, Facilities Management shall meet to resolve the grievance. The Vice Chancellor, Facilities Management, shall provide the grievant with a copy of the written decision within twelve (12) days following the Step III meeting.

19.2.5 Step IV-Mediation (Optional)

If the grievance is not resolved at Step III either party may request mediation. However, both parties must agree to the use of the mediation process. Such request shall be made in writing to the Vice Chancellor, Human Resources, or the designee, within twelve (12) days of the Step III decision. Both parties shall be notified when the request for mediation is made.

If the use of mediation is agreed to, within twelve (12) days of receipt of the request for mediation, the Human Resources Office shall request the services of the California Mediation Service.

The mediation session shall be scheduled at the earliest date that the mediator is available. The mediator shall meet with the parties in an effort to resolve the grievance. The mediator shall have no authority to impose a settlement upon the parties.

ARTICLE XIX - GRIEVANCE PROCEDURE

19.2.6 Step V- Arbitration

Within forty-five (45) days following receipt by the grievant of the Step III decision, the grievance may be submitted to advisory arbitration with approval of the POA except in the case of an appeal of a disciplinary action (see 19.3). The request for advisory arbitration shall be made in writing to the Vice Chancellor, Human Resources on the grievance form provided by the District (See Appendix F).

Within five (5) days after receiving the request for advisory arbitration, the District shall request the State Mediation and Conciliation Service to supply a hearing officer. This person shall be designated as the arbiter. Fees and expenses, if any, of the arbiter shall be shared by the District and the grievant. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. The hearing officer shall present his/her written advisory decision to the grievant and to the District.

Either the grievant or the District may appeal the advisory decision of the hearing officer to the Board of Trustees within twelve (12) days after receipt of such advisory decision. Thereafter, the final decision shall be made by the Board of Trustees in a timely manner.

19.3 Restrictions

If the employee files any action or proceedings other than under this procedure, then the District shall not be required to process the same claim or set of facts under this procedure.

Other matters for which a method of review is provided by law such as claims of discrimination or retaliation under any of the following acts: Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (including ADA Amendments Act of 2008), the Age Discrimination in Employment Act, the Equal Pay Act, the Occupational Safety and Health Act, the California Occupational Safety and Health Act, the California Fair Employment and Housing Act, the Uniformed Services Employment and Reemployment Rights Act, the Educational Employment Relations Act, or Workers' Compensation; are excluded from this procedure. POA, however, may file a grievance over an alleged violation, misinterpretation, or misapplication of POA Rights, as specified in Article IV.

An employee who is appealing discipline that is subject to the grievance process may file the request for arbitration without the POA'S concurrence. In such case, the employee will bear half the cost of the arbiter and all costs associated with such representation.

An appeal of discipline (request for advisory arbitration) shall be made in writing to the Vice Chancellor, Human Resources within forty-five (45) days of the date of the final notice of discipline.

ARTICLE XX -SEPARABILITY AND SAVINGS

- 20.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.
- 20.2 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate negotiations, upon the request of the POA or the District, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, then both parties shall have recourse through the grievance procedure.

ARTICLE XXI -EVALUATION

21.1 Evaluation Responsibilities

21.1.1 The employer retains sole responsibility for the evaluation and assessment of the performance of each employee, subject to the following procedural requirements.

21.1.2 The parties agree that a permanent supervisor should have directly observed and supervised an employee's work for no less than three (3) months prior to evaluation. Each evaluation shall reflect the judgment of the immediate supervisor. An employee in the bargaining unit shall not formally evaluate another bargaining unit employee, unless assigned as a 6 month acting sergeant. Evaluations prepared by an acting sergeant shall indicate the individual preparing the evaluation is in a temporary assignment.

Comment [t1]: Six (6)?

Evaluation reports shall not be used by the District against employees for the purpose of disciplinary action or proceedings. Copies of the appraisal form shall not be placed in the employee's permanent record maintained in Human Resources. The retained or departmental copy should become a tool used to improve upon job performance through counseling of departmental employees.

21.2 Pre-Evaluation Counseling

During the period preceding the scheduled evaluation of a classified employee's performance, the evaluator shall provide adequate personal counseling for the employee to make an effort to meet the office, department, or District standards for satisfactory performance.

21.3 Evaluation Procedure for Probationary and Restricted Employees

21.3.1 The immediate supervisor shall prepare a formal evaluation for 12 month probationary employees prior to the end of the third (3rd) month of service and prior to the completion of the tenth (10th) month of service.

Comment [t2]: Twelve (12)?

21.3.2 Promotional or reclassified employees shall be evaluated by their immediate supervisor prior to the end of the third (3rd) month of service after promotion or reclassification.

21.4 Evaluation Procedure for Permanent Employees

The immediate supervisor shall prepare an evaluation report utilizing the evaluation instrument in Appendix B every six (6) months.

ARTICLE XXI - EVALUATION

21.5 Employee evaluations will be conducted in accordance with:

- Employee Performance Plan Process
- Employee Performance Plan Procedure
- Employee Performance Plan Rater's Guide
- Employee Performance Review
- Performance Development Plan as delineated in Appendix B

The parties agree to review all aspects of the Employee Performance Plan Rater's Guide prior to hiring any new employees into the Campus Guard classification.

21.6 Terms Defined

"Permanent Employee" - an employee who has satisfactorily completed the probationary period of one (1) year and who has been appointed by the Board of Trustees as a permanent employee.

"Probationary Employee" - an employee who is serving the probationary period of one (1) year.

"Restricted Employee" - an employee hired under the Education Code provisions covering specially funded programs which permit the employment of persons under criteria which restrict the privilege of all citizens to compete for such positions.

ARTICLE XXII - SAFETY

22.1 The POA and the District agree that the responsibility for safe working conditions is that of the Board, and the responsibility for the maintenance of safe procedures and practices is that of the employee.

Unit members and POA representatives shall report in writing any unsafe conditions that exist to the department safety officer within the staff of the program. The report should include recommendations for remedial steps that may be taken.

22.2 The designated safety officer shall give written response to reports of safety hazards, indicating current disposition and/or corrective action(s) in progress. Responses shall be sent within a reasonable time, permitting investigation, evaluation, and proposed determination.

22.3 Safety equipment and clothing shall be designated by the District Chief of Police. The use of all equipment is subject to District and/or department policy.

22.4 The District and POA agree to form a Safety Committee to discuss and to make recommendations on safety improvements specific to Security/Police Officers.

POA shall designate up to three (3) representatives, one (1) of whom shall be named the principal representative. The Safety Committee shall meet with the Chief of Police or his designee(s). The committee shall meet as needed upon request of POA's principal representative or the Chief of Police.

ARTICLE XXIII - UNIFORMS REIMBURSEMENT

23.1 Uniforms

The District will provide each new officer with a complete uniform. The uniform shall consist of three (3) shirts, two (2) carriers, three (3) trousers, and one (1) jacket. The District will also provide leather and safety equipment deemed necessary and/or appropriate by management. Safety equipment issued to uniformed security and police personnel shall include a bullet resistant vest. College Service Officers have the option to request that the District issue a bullet resistant vest as part of their safety equipment. When a bullet resistant vest is issued by the District, it is to be worn according to Department procedures at all times while on duty. All safety/leather equipment shall remain the property of the District and be returned to the District upon the employee's termination of employment from the District.

Provisions of this section regarding the wearing of the bullet resistant vest may be modified by the District during the term of this Agreement upon written agreement with the safety committee and the POA.

Replacement, maintenance, and cleaning costs of the uniform shall be borne by the employee, except that uniforms or equipment damaged in the course of duty shall be replaced or repaired as determined by the District and at District expense.

The District agrees to pay each full-time uniformed employee covered by this Agreement two (2) payments: \$599.04 (five hundred ninety-nine dollars and four cents) in January and \$599.04 (five hundred ninety-nine dollars and four cents) in July to be designated as "Uniform Allowance." Less than full-time employees will receive a pro-rata amount of this allowance. Adjustments to employees' first and last uniform allowance check will be prorated for the entire six (6) month period the allowance is intended to cover for those employees hired on or after February 1, 2000. As an example, a new employee beginning in March would receive four (4) months of uniform allowance and an employee (other than a retiree) who ends their employment in November shall reimburse the District for one (1) month.

Beginning with the January 31, 2019, payroll each full-time uniformed employee covered by this Agreement will receive a monthly stipend of \$99.84 (ninety-nine dollars and eighty four cents) as a uniform allowance in lieu of the current two (2) payments previously provided January and July. This payment will be designated as "Uniform Allowance."

ARTICLE XXIV - FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS
ACT/PREGNANCY DISABILITY LEAVE (FMLA/CFRA/PDL)

24.1 FMLA/CFRA

24.1.1 Conditions

All leaves of absence taken in accordance with this Agreement, paid or unpaid, that are FMLA/CFRA qualifying shall run concurrent with the leave provided for under the Family Medical Leave Act (FMLA)/California Family Rights Act (CFRA). Each employee's annual entitlement shall be credited to the employee on July 1 of each fiscal year. Unused FMLA/CFRA leave shall not accrue from year to year. It is the intent of the parties to comply with the statutory requirements of the FMLA/CFRA/PDL.

24.1.2 Eligibility

A unit member qualifies for a FMLA/CFRA leave if the unit member: (1) has been employed for at least twelve (12) months (need not be consecutive); (2) is eligible for other leave benefits under this Agreement; and (3) has a minimum of one thousand two hundred fifty(1250) hours of service in the twelve (12) months preceding the leave.

24.1.3 Duration

FMLA/CFRA leave credit can be used up to a maximum of twelve (12) weeks per entitlement year. Leaves of absence taken in accordance with this Agreement may exceed twelve (12) weeks; however; nothing in this Agreement is intended to extend the provisions of the FMLA/CFRA.

24.1.4 Notice

Unit members wishing to take family and medical leave must provide the District with at least thirty (30) days' advance notice before the leave is to begin if the need for the leave is foreseeable. If thirty (30) days' advance notice is not practicable, the unit member must give the District notice as soon as practicable. The notice to the District shall include the anticipated start date and the duration of the leave. Whenever a unit member provides notice to the District of the need for FMLA leave, the District is required to provide the unit member with a notice detailing the specific expectations and obligations of the unit member and explaining any consequences of the failure to meet these obligations.

ARTICLE XXIV - FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS
ACT/PREGNANCY DISABILITY LEAVE (FMLA/CFRA/PDL)

24.1.4 Notice (Continued)

The District will provide notice to the employee that leave taken or requested to be taken is designated as and will be counted as FMLA/CFRA leave once the District has the required knowledge to make such determination. Notice may be given orally or in writing and if given orally will be confirmed in writing within two (2) working days following oral notification. Leave will be designated FMLA/CFRA leave prospectively from the date of oral notification, unless written notification is not given within the two (2) days required above. Leave not timely confirmed will be designated FMLA/CFRA from the date of the written notification.

24.1.5 FMLA/CFRA Qualifying Reasons

Leaves taken for the following reasons are "FMLA/CFRA qualifying:" (1) the birth of a child of the employee, and to care for the newborn child; (2) the placement of a child with the employee for adoption or foster care; (3) providing for the care of the employee's parent, child, or spouse who has a serious health problem; or (4) because of a serious health condition that makes the employee unable to perform the functions of his/her position.

24.1.6 Medical Certification

Unit members shall be required to furnish medical certification of the serious health condition that is the basis for the FMLA/CFRA leave. Failure to do so may result in delay in granting the FMLA/CFRA leave. Medical certification required when the unit member requests leave for the care of the employee's seriously ill child, spouse, or parent shall include a date on which the serious health condition commenced; (b) the probable duration of the condition; (c) an estimate of the time the health care provider believes the unit member needs to care for the individual requiring the care; and (d) a statement that the serious health condition warrants the participation of a family member to provide care. Medical certification required for the unit member's own serious health condition shall include (a) the date when the serious health condition began; and (b) the probable duration of the condition; and (c) a statement that due to the serious health condition, the employee is unable to perform the functions of his or her position.

ARTICLE XXIV - FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS
ACT/PREGNANCY DISABILITY LEAVE (FMLA/CFRA/PDL)

24.2 Pregnancy Disability Leave (PDL)

24.2.1 Conditions

A unit member affected or disabled by pregnancy related conditions is eligible for an unpaid Pregnancy Disability Leave. Pregnancy Disability Leave shall run concurrently with FMLA only.

24.2.2 Eligibility

Pregnancy Disability Leave is available to probationary and permanent unit members.

24.2.3 Duration

The duration of the leave including any paid leave taken due to pregnancy related disability shall not exceed four (4) months. At the conclusion of the four (4) month period, the unit member may request and if qualified be granted a leave under the provisions of the CFRA. Leaves of absence taken in accordance with this Agreement may exceed four (4) months; however; nothing in this Agreement is intended to extend the provisions of Pregnancy Disability Leave as allowed by law.

24.2.4 Medical Certification

The District shall require medical certification of disability if the absence is longer than five (5) days. Medical certification shall include the date of disability and the probable duration of the disabling condition.

24.2.5 Compensation

Leave as described in this Article are unpaid, except to the extent that paid accrued leave is used concurrent with these leaves.

24.2.6 Maintenance of Health Benefits

The District shall maintain the unit member's health benefits coverage during the leave period as if the unit member were still actively working.

24.2.7 Reinstatement

Reinstatement rights shall be granted in accordance with the appropriate provisions of this Agreement and the legal requirements of the law, upon the unit member's timely return from leave.

ARTICLE XXIV - FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS
ACT/PREGNANCY DISABILITY LEAVE (FMLA/CFRA/PDL)

24.3 Parental Leave

24.3.1 Parental Leave Definition

Leave for unit members after delivery of baby or placement of adopted or foster child.

Conditions

Leave for unit members to bond with baby or placement of adopted or foster child. Can run concurrent with FMLA/PDL from the birth of baby and can run concurrent with CFRA. Leave under Parental Leave must conclude within the first year of baby's birth or placement. An employee shall not be provided more than one 12-week period for paid parental leave during any 12 month period. Unit members on Parental Leave can use accrued sick leave until exhausted and then use half salary sick leave up to an accumulated total of 12 workweeks. Parental Leave can run concurrent with PDL from birth of baby and then CFRA for baby bonding.

Eligibility

Unit members must have worked for the District for a minimum of 12 months prior to the beginning of leave. No other requirements need to be met.

Notice

Unit members wishing to take Parental Leave must provide the District with at least thirty (30) days' advance notice before the leave is to begin if the need for the leave is foreseeable. If thirty (30) days' advance notice is not practicable, the unit member must give the District notice as soon as practicable. The notice to the District shall include the anticipated start date and the duration of the leave. Whenever a unit member provides notice to the District of the need for Parental Leave, the District is required to provide the unit member with a notice detailing the specific expectations and obligations of the unit member and explaining any consequences of the failure to meet these obligations.

Duration

The duration of Parental Leave shall not exceed twelve (12) weeks. This leave can be taken in increments.

24.3.2 Compensation

Leaves as described in this Article are unpaid, except to the extent that paid leave is used concurrent with these leaves.

24.3.3 Maintenance of Health Benefits

The District shall maintain the unit member's health benefits coverage during the leave period as if the unit member were still actively working.

ARTICLE XXIV - FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS
ACT/PREGNANCY DISABILITY LEAVE (FMLA/CFRA/PDL)

24.3.4 Reinstatement

The District shall reinstate a unit member on leave as provided for by this Article and the requirements of the law, to an equivalent position with the same pay and benefits, upon the unit member's timely return from leave.

ARTICLE XXV - TRANSFERS

25.1 Definition of Transfer

A transfer is a change in the employee's work location and supervision to a position of equal classification.

25.2 Definition of Temporary Transfer

Any transfer in excess of ten (10) working days shall be considered a permanent transfer for the purposes of this Article.

25.3 Voluntary Transfers

25.3.1 Employees shall submit to the District Chief of Police written requests for transfers to positions at any time during the year. Such requests may include the work hours the employee desires, specific position, and work location desired. Current transfer applications shall be considered prior to any new schedule development.

No employee shall have a change in hours of employment for one (1) semester when the employee is enrolled in an institution for higher learning (e.g., Adult School, Community College, University) for the duration of one (1) semester only.

25.3.2 When an employee desires a change in work assignment location or schedule, unit member may make a request in writing to the employee's immediate supervisor or appropriate manager. The assignment request will be considered at the time of schedule development.

25.4 Administrative Transfer

Transfer of employees on a temporary or permanent basis may be initiated by management at any time such transfer is deemed necessary to meet the needs of the District. An employee permanently transferred shall be given written notice five (5) working days before the transfer is made. An employee so transferred may request a meeting with the appropriate manager or supervisor and be given the reasons for such action. An employee shall not be transferred for the purpose of disciplinary action.

ARTICLE XXVI - PROMOTIONS

26.1 Promotional Opportunities

Job announcements for promotional eligibility lists shall be posted for a minimum of five (5) working days, during which time employees may file for the list. The District shall endeavor to recruit highly qualified candidates for all positions and maintain a balance between internal promotions and external selections.

Effective July 1, 2019, the paragraph below is being added as information only and does not grant an additional entitlement as the District has provided this support prior to this section being added for informational purposes.

In support of promotional opportunities, the District will provide staff development programs and career ladders for upward mobility, job enrichment, and improved unit member performance. Unit members shall be provided reasonable release time, including travel time, to attend District job interviews.

26.2 Promotion Defined

Promotion for the purposes of this Article only relates to promotions within the bargaining unit.

26.3 Release for Promotion

26.3.1 When an employee is selected for a position, the employee shall be released from his/her current position and assigned to the new position within eleven (11) working days after receipt of the Personnel Assignment Status Sheet (PASS) by Human Resources.

26.4 Promotion within Unit

An employee who has attained permanency in a job classification and is promoted to a new classification shall serve a six- (6) month probationary period within the new classification unless otherwise required by law or POST guidelines not to exceed one (1) year. During the probationary period, the employee may return to the previous classification at his/her option or the District may return the employee to the previous classification. Such action shall not be considered to be a demotion. Employees returning to a lower classification under this section shall not have recourse to the grievance procedure.

ARTICLE XXVI - PROMOTIONS

26.5 First Review

The District shall examine the qualifications of all eligible unit members who apply for promotion prior to offering employment to any candidate on the eligibility list. The District may hire outside the bargaining unit if it is determined by the District that the best qualified applicant is outside the bargaining unit.

ARTICLE XXVII - REASONABLE SUSPICION DRUG AND ALCOHOL TESTING PROGRAM

27.1 Purpose

The San Diego Community College District (District) and Police Officers Association (SDCCPOA) have an interest in providing a safe workplace, free from alcohol and/or controlled substances. The District prohibits the possession or use of alcohol and/or controlled substances in the workplace or arriving to work under the influence of alcohol or controlled substances. It is the intention of this Article to define the process that will be followed by the District Police Department Administration if any employee is believed to be in violation of the provisions of this Article.

Employees who think they have a substance abuse problem, and/or job performance problems related to substance abuse, are urged to voluntarily seek confidential assistance from the Employee Assistance Program (EAP). Employees may contact the Employee Relations Manager who will confidentially facilitate the necessary arrangements with the Chief of Police and EAP.

27.2 Definitions

Substance Abuse – The improper use of alcohol, controlled substances such as illegal drugs, prescription drugs, or any other substance which impairs an employee’s ability to safely and effectively perform the functions of a particular job.

Reasonable Suspicion – A belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is under the influence of a substance so that the employee’s ability to perform the functions of the job is impaired or so that the employee’s ability to perform his/her job safely is reduced. Reasonable suspicion may result from actual observation of the use or ingestion of a substance by an employee. It may be based on reliable information that the employee is currently or has recently used or possessed a controlled substance, or open container with alcohol on the job. Reasonable suspicion may result from an observation of physical symptoms such as odor of an alcoholic beverage; slurred speech; red, watery eyes; unsteady gait; dilated or constricted pupils; and drowsiness or actual sleeping on the job. In addition, reasonable suspicion may result from the observation of behavioral symptoms such as severe mood swings, unexplained personality changes, inattention to personal hygiene, and frequent accidents.

Controlled Substance – Unless otherwise specified means a drug, substance, or immediate precursor which is listed in any schedule in Section 11054, 11055, 11056, 11057, or 11058 of the California Health and Safety Code.

ARTICLE XXVII - REASONABLE SUSPICION DRUG AND ALCOHOL TESTING PROGRAM

27.3 Drugs to be Tested

27.3.1 The drug screening shall be conducted to detect only the following drug groups using industry thresholds as established by the Federal Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA) to establish a positive result:

- a. Amphetamine/Methamphetamines (e.g. Speed, Crystal)
- b. Benzodiazepines (e.g. Valium, Librium, Oxazepam, Serax, Dalmane, Ativan)
- c. Barbiturates (e.g. Amobarbital, Butabarbital, Pentobarbital, Phenobarbital, and Secobarbital)
- d. Cocaine
- e. Methadone
- f. Ethanol (alcohol)
- g. Opiates (e.g. Codeine, Heroin, Morphine)
- h. Phencyclidine (PCP)
- i. THC (Marijuana)
- j. Hallucinogenics (e.g. LSD)
- k. Steroids
- l. Any other illegal drug that impairs mental and/or physical performance

27.4 Process

[Note: In the absence or unavailability of the Lieutenant, the Chief will be the designated contact.]

27.4.1 Prior to Duty Hours

The lawful use or possession of medication or controlled substances prescribed by a licensed physician or the use of and possession of a non-prescription medication is not prohibited, but an employee whose job performance may be affected by such use must advise his/her Lieutenant prior to duty hours. Examples of impaired performance are listed under the definition of Reasonable Suspicion. Failure to advise the Lieutenant may result in discipline for poor performance or misconduct.

27.4.2 Reasonable Suspicion

The supervisor must have a reasonable suspicion that the employee is under the influence of any controlled substance, illegal substance or other substance that has an effect on his/her work performance. This must be observable and the Supervisor must document the basis for his/her reasonable suspicion. The Supervisor must immediately remove the employee from his/her duties.

ARTICLE XXVII - REASONABLE SUSPICION DRUG AND ALCOHOL TESTING PROGRAM

27.4.3 Notification to Lieutenant and Chief

- Controlled Substance – It is vital that this notification be done immediately to ensure timely testing of the employee. The Sergeant will notify his/her immediate Lieutenant of the employee's condition and will obtain the concurrence of the Chief, or his/her designee, to obtain an expert opinion and to conduct a chemical test. The Lieutenant will contact the Captain of the San Diego Police Department Narcotics Unit and will request that a Drug Recognition Expert (DRE) Investigator respond to the Sergeant's location. Upon arrival the DRE will conduct his/her own independent examination of the employee. If the expert affirms the earlier suspicion of the Supervisor that the employee is under the influence of a controlled substance, the employee will be processed in accordance with Article XXVII, Section 27.5.
- Alcohol – In the event that the Supervisor suspects influence of alcohol the unit member will conduct a field sobriety test and any other field testing related to suspected alcohol use. If the employee fails the testing, the Supervisor will then contact the Lieutenant to obtain his/her concurrence to proceed with a chemical test as outlined in Article XXVII, Section 27.5.

27.5 Testing

The Sergeant or Lieutenant will drive the employee to the assigned testing location. The Supervisor will standby while the medical provider conducts the test. After the test the Supervisor will then drive the employee home, or back to work, where arrangements will be made to transport the employee home. Under no circumstances will the employee be allowed to operate any vehicle.

27.5.1 At the Medical Contractor's site.

- 27.5.1.1 Complete requested paperwork using his/her SDCCD identification number. Failure to do so will be considered insubordination and will result in disciplinary action up to, and including, termination.
- 27.5.1.2 The Medical Assistant (MA) will:
 - a. Have the officer wash his/her hands. Washing hands is required when providing the specimen. Failure or refusal to do so will be documented by the MA.
 - b. Direct the officer being tested to a private lavatory.

ARTICLE XXVII - REASONABLE SUSPICION DRUG AND ALCOHOL TESTING PROGRAM

- 27.5.1.3 Assure that the lavatory is secured in accordance with established testing protocol.
- 27.5.1.4 The employee will provide the urine specimen in the presence of the MA who must be of the same gender as the officer being tested.
- 27.5.1.5 Upon receipt of the urine specimen, and in the presence of the officer, the MA will:
 - a. Split the specimen into two (2) unused separate containers, which will be referred to as “A” specimen and “B” specimen.
 - b. Seal the containers and ask the officer to verify the sealing of both specimen bottles and to initial and date the seals.
 - c. Complete the appropriate chain-of-custody forms for the specimen.

27.6 Screening Procedure

- 27.6.1 The initial screening of all collected specimens will be conducted by a designated Substance Abuse and Mental Health Services Association (SAMHSA) certified laboratory. This will generally occur within forty-eight (48) hours of receipt of the specimen.
- 27.6.2 Initial screening of urine specimens will be conducted using a testing methodology based primarily upon an “Enzyme Immunoassay” or other testing methodology of equivalent quality and acceptability.
- 27.6.3 If a confirmation test is conducted, it will be conducted by Gas Chromatography/Mass Spectrometry (GC/MS) testing or other testing methodology of equivalent quality and acceptability.
- 27.6.4 Upon receipt of a specimen for testing, the designated Laboratory will:
 - 27.6.4.1 Check the container to ensure it is not damaged, and that the seal is intact. If the seal is broken or the container damaged, the lab notifies the collection facility. The result will be considered a test taken and a negative result.
 - 27.6.4.2 Complete the appropriate “chain-of-custody” for the specimen.

ARTICLE XXVII - REASONABLE SUSPICION DRUG AND ALCOHOL TESTING PROGRAM

- 27.6.4.3 Conduct the initial testing of the specimen using an "Enzyme Immunoassay" technique or other testing methodology of equivalent quality and acceptability.
- 27.6.4.4 If the specimen tests "negative," all urine specimens will be discarded.
- 27.6.4.5 If the specimen tests "positive," a confirmation test will be performed for the specific drug(s) found in the specimen during the initial test.
- 27.6.4.6 If the confirmation test confirms the presence of drugs, any remainder of the "A" specimen and the "B" specimen will be retained in a locked freezer for a minimum of one (1) year.
- 27.6.4.7 If the confirmation test is "negative" the whole test will be considered negative.

27.6.5 Alcohol Test

- 27.6.5.1 The standard for alcohol testing will be the converted urinalysis equivalent of a blood alcohol level of 0.02 percent.
- 27.6.5.2 An alcohol testing level of 0.02 percent or above will be treated as a "positive" result.
- 27.6.5.3 Any measurable amount of alcohol up to 0.02 percent shall be cause for mandatory referral of the officer to the District's Employee Assistance Program.
- 27.6.5.4 If the confirmation test confirms the presence of alcohol, any remainder of the "A" specimen and the entire "B" specimen will be retained in a locked freezer for a minimum of one (1) year.

27.7 Reporting Test Results

- 27.7.1 If the test results are positive, the Medical Review Officer will contact the officer to give the unit member the opportunity to provide information which may legitimately justify the positive test in writing.
- 27.7.2 The Medical Contractor will provide all test results to the Vice Chancellor, Human Resources/Designee.

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27.7.3 If test results are positive, the Vice Chancellor, Human Resources/Designee will confidentially notify the Chief/Acting Chief who will be responsible for initiating an investigation.

27.8 Independent Testing

27.8.1 If the test results are positive, the affected officer shall have the right to request independent testing of the "B" specimen. The request must be made to the Vice Chancellor, Human Resources/Designee by the officer no later than five (5) days after receipt of predisciplinary notice. The right of the officer to independent testing of the "B" specimen shall include:

27.8.1.1 The right to have the "B" specimen tested in another SAMHSA certified laboratory.

27.8.1.2 The right to have the GC/MS, or other testing methodology of equivalent quality or acceptability, conducted at District expense and maintaining the same notification of results.

27.8.1.3 Any other testing of the "B" specimen that is requested by the officer will be at his/her own expense. The designation of the test to be performed shall be communicated by the affected officer directly to the laboratory selected and shall be a confidential communication protected by the expert consultant privilege which shall extend to all communications between or on behalf of the affected officer and the independent test laboratory and its personnel. The privilege is waived if Section 27.8.2 is applicable.

27.8.1.4 The officer shall first inform the Vice Chancellor, Human Resources/Designee who in turn will initially contact the District's Laboratory to provide for release of the specimen. The Vice Chancellor, Human Resources/Designee shall arrange with the District's laboratory to deliver the "B" specimen to the laboratory designated by the officer. All arrangements will include the appropriate chain of custody and preservation of the "B" specimen.

27.8.2 If the employee intends to challenge the accuracy of the results of the original "A" specimen with the results of the subsequent "B" specimen or information from any other resource or expert consultant, the employee must provide the information/test results from the second (2nd) testing laboratory to the District prior to any and all disciplinary hearings or meetings. If the reports are not

ARTICLE XXVII - REASONABLE SUSPICION DRUG AND ALCOHOL TESTING PROGRAM

27.8.2 (Continued)

provided prior to the Skelly meeting, the reports may not be used in any future appeal hearing.

27.8.3 If testing is done to confirm the presence of the drug(s) identified in the original test, it shall be done in accordance with SAMHSA's Mandatory Guidelines regarding Retesting of a Specimen, wherein quantitation for a retest is not subject to a specific cut-off requirement but must provide data sufficient to confirm the presence of the drug or metabolite.

27.9 Disciplinary Standards

27.9.1 Unjustifiable positive test results for controlled substances (including illegal drugs or unprescribed anabolic steroids):

27.9.1.1 **First** positive test = Termination.

27.9.2 Unjustifiable positive test results for controlled substances that are legally prescribed to other than the officer (proof must be submitted by the officer to verify that prescription is legal):

27.9.2.1 Discipline will be imposed on a case by case basis. Factors that will be considered will include the controlled substance taken, to whom the medication was prescribed (and for what purpose) and the officer's prior discipline. Discipline will range from a reprimand up to and including termination.

27.9.3 Unjustifiable positive test results for alcohol 0.02% or above will be treated as a positive result:

27.9.3.1 **First** positive test = Reprimand + mandatory Employee Assistance Program (EAP) referral.

27.9.3.2 **Second** positive test = Termination unless officer voluntarily accepts written reprimand + mandatory EAP referral and satisfactory completion of approved program + voluntary "last chance agreement" including up to three "not for cause" additional tests per year for three (3) years and notice that ANY additional positive test will result in termination.

27.9.3.3 **Third** positive test = Termination.

ARTICLE XXVIII - COMPUTER LOANS

Each fiscal year the District will allocate \$10,000 (ten thousand dollars) for the purpose of providing computer purchase loans to unit members. Unit members may submit a request to POA to borrow from the Computer Fund an amount not to exceed \$2000 (two thousand dollars) for the purchase of computer equipment and/or software. The specific timelines/ application forms and procedures will be announced by POA to all unit members.

POA will submit a list of the selected buyers to the District. Buyers will be notified by POA that they have been selected to receive the interest free loan. The buyer must then submit a completed check request/payroll deduction form to the District within thirty (30) calendar days of the notification date. The buyer will have the option to choose to purchase from any vendor currently used by the District.

This form will be reviewed and approved by the District. Upon approval the buyer will be issued a check made out to the vendor as soon as practical.

Monthly payments will be determined by dividing the check amount by eighteen (18). Payroll deductions will begin on the next available pay period following the date on the check. There will be no penalty for early payoff.

ARTICLE XXIX - MANAGEMENT RIGHTS

The District retains and reserves unto itself all powers, rights, and authority, to direct, manage and control to the full extent of the law the San Diego Community College District operations, working force and facilities. Except to the extent limited by the specific and express terms and conditions of this Agreement the rights to consider the merits, necessity or organization of any service or activity provided by law, policy or administrative procedure; to determine the mission of the District; set standards of service and performance; to select, direct and control the District business operations and working force; to hire, classify, assign, promote, transfer, lay off employees, and discipline employees for just causes and the right to require employees to observe written rules and regulations are all vested in the Board of Trustees of the San Diego Community College District. The Board of Trustees may legally delegate or assign any Board rights or responsibilities to management or to such other official persons, divisions, departments and committees as it shall determine appropriate.

ARTICLE XXX - OUTSIDE EMPLOYMENT

30.1 Background

The San Diego Community College Police Department tries not to impose unnecessary restraints on the personal lives of employees. However it is recognized that standards must be provided to prevent conflicts of interest and District liability that may result from College Police Department employees' outside employment. (California Government Code, Section 1126)

30.2 Terms and Conditions

30.2.1 All outside employment opportunities for unit members must be approved by the Chief of Police in advance of accepting such employment.

30.2.2 Sworn members will not be granted approval for outside business activity or for outside employment in private or personal security, bodyguards, private investigators, process servers, debt collectors, bail recovery agents, or automobile repressors or in businesses that are police regulated, e.g., bars, adult movies or adult bookstores. Sworn members may not engage in any outside employment that requires the carrying of a firearm.

30.2.3 Members engaging in outside employment or business requiring certification, licensing, or permits are responsible for obtaining said certification, licensing, or permits. The prestige or influence of the San Diego Community College District Police Department may not be used to obtain certification, licenses, or permits.

30.2.4 Probationary officers are not eligible for outside employment.

30.2.5 Members must be working full-time (not on light or IOD [Injured On Duty] status) to be eligible to engage in outside employment. Members who have approved outside employment requests on file and then become temporarily injured or medically unable to work full duty may, with written approval of their treating physician, continue their outside employment. The purpose of this restriction is to ensure outside employment activity does not prolong the member's recovery and return to full duty.

30.2.6 Members are required to furnish the Department with satisfactory evidence that the outside employer possess a current policy of Workers' Compensation insurance. Employees hired as consultants, employed by government agencies, or self-employed are not required to show proof of Workers' Compensation insurance.

ARTICLE XXX - OUTSIDE EMPLOYMENT

- 30.2.7 Members shall submit a Request for Outside Employment Form statement indicating whether or not they are employed outside the College Police Department. Thereafter, members shall resubmit an Outside Employment Form statement annually or when requesting a change in outside employer or employment activity.
- 30.2.8 All approved requests expire on December 31 of each year and must be renewed by January 1 of the following year.
- 30.2.9 All requests for outside employment shall be processed as expeditiously as possible. Unless circumstances prevent it, a decision will be made within five (5) working days of the initial request on all requests for outside employment.
- 30.2.10 An employee requesting approval for outside employment shall submit a Request for Outside Employment Form through his/her immediate supervisor.
- 30.2.11 The Chief of Police will approve or disapprove requests for outside employment utilizing the following criteria in addition to those enumerated in the other sections of this Article:
 - a. current satisfactory performance evaluation;
 - b. the work demands of the outside employment are not incompatible with the employee's ability to perform their District job in a safe and satisfactory manner;
 - c. the employee's medical restrictions, injury, or sick leave status;
 - d. the existence of appropriate policies of insurance;
 - e. the nature of the proposed employment or enterprise; and
 - f. whether or not the outside employment will pose a conflict of interest.

30.3 Appeals

- 30.3.1 Any request for outside employment that is denied by the Chief of Police may be appealed to the Vice Chancellor, Facilities whose decision shall be final. An appeal must be submitted in writing within ten (10) working days after the employee has been advised that an outside employment request has been denied. A decision will be made and communicated to the employee within three (3) working days.
- 30.3.2 Once granted, approval for outside employment will be revoked or annual renewal denied only if the terms and conditions above are not met and/or the outside employment has posed a conflict of interest, created an appearance of impropriety, or has brought discredit on the Department or the District.

ARTICLE XXXI - DURATION OF AGREEMENT

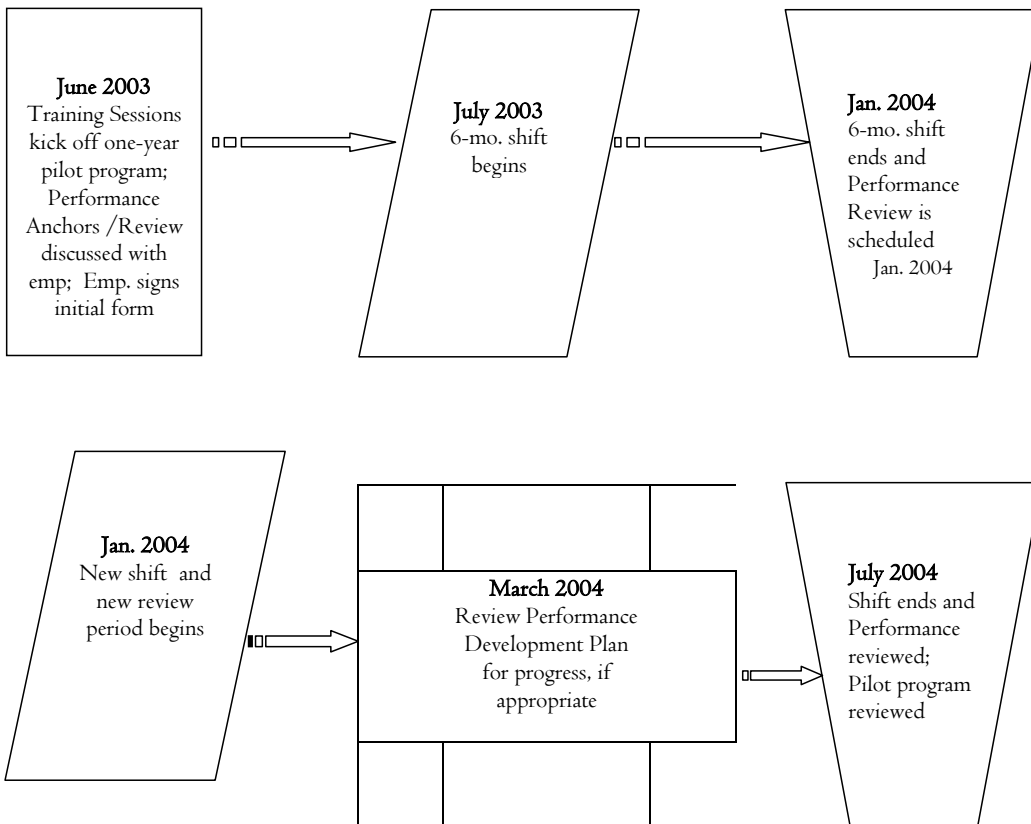
- 31.1 This Agreement shall remain in effect from July 1, 2017 through June 30, 2020. The parties agree that on or before July 1, 2019 the District or POA may give written notice to the other party of its desire to modify specific provisions of two (2) noneconomic Articles selected by each party. Any economic changes to this Agreement through June 30, 2020 will be made pursuant to the 2017-2020 Resource Allocation Formula. (See Appendix A) Changes to this agreement will be implemented prospectively from the date the Agreement is adopted by the SDCCD Board of Trustees.

SDCCPOA

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EMPLOYEE PERFORMANCE PLAN PROCESS

The purpose of evaluations of College Police Unit employees is to assess work effectiveness, provide constructive feedback and to encourage professional growth. The Employee Performance Plan is designed to assist the Officers in the College Police Department to excel in their chosen positions, and enable the Department to succeed in its mission in the San Diego Community College District. This Employee Performance Plan pilot program will run concurrently with the current evaluation process.



**San Diego Community College District
COLLEGE POLICE
EMPLOYEE PERFORMANCE PLAN**

INTRODUCTION

The review of College Police employee performance by the District is intended to be both evaluative and developmental in nature. Raters play a critical role in this process. No one should be participating as a Rater without orientation/training. The Officers being appraised should work closely with the Immediate Supervisor/Rater in terms of two-way communication, understanding the Performance Anchors and benefiting from the Performance Development Plan.

PROCEDURERater's Guide:

Prior to the beginning of the initial evaluation period each Officer will receive a copy of the Rater's Guide, which lists all Performance Anchors and criteria defining expectations. The Officer will sign and date the appropriate section on the Employee Performance Review form indicating that the Officer has received a copy of the Rater's Guide.

Employee Performance Review, Page 1: The First Level Supervisor will serve as the Rater.

1. In the section for the applicable 6-month rating period, the Rater will fill in the name and ID number of the Officer being evaluated.
2. In the same section, the First Level Supervisor signs his/her own name, ID number and date.
3. In the space provided, the Rater will write the dates inclusive in the 6-month rating period.
4. In the space provided the Rater will note which Rater's Guide edition was used in the current rating period.
5. Note that each Performance Anchor has a clear description of the ability level expected of the Officer.
6. The First Level Supervisor will schedule the performance review meeting with the Officer approximately one week in advance. The Rater will ask the Officer for any input, record of accomplishments, commendations or special assignments that the Officer would like considered in the performance review. The Officer will provide this material prior to the scheduled meeting.
7. Based on the Supervisor's knowledge of the Officer's job assignment, observation of on-duty performance, written materials, and behavioral examples under each criterion, the Rater will make the determination of the current progress of the Officer and mark the appropriate box. For each Performance Anchor rate the employee in one of the three categories, or as "Not Observed."
8. The "Not Observed" category applies to the subject areas that may have been assigned too recently to be evaluated, for areas that have never been directly observed by the Supervisor, or for areas that the Officer is not expected to perform in their current assignment and therefore should not be rated on.
9. The Lieutenant will review, sign, and date the form as the Reviewer of the Employee Performance Review document.
10. The Rater should discuss the Employee Performance Review with the Officer.

PROCEDURE – cont’d

Employee Performance Review, Page 2:

1. A separate page 2 (accomplishments, commendations, special assignments, supervisor and employee comments) will be completed and attached for each rating period.
2. The Rater will write the Officer’s name, ID number, Rating Period, and Rating Period dates sections.
3. The Supervisor will also complete all sections that apply to the Officer’s performance: assigned duties, additional accomplishments, commendations and/or special assignments.
4. The Officer may write in the Employee Comments section.
5. The Officer signs and dates the document. The signature indicates that the Rater has reviewed the Employee Performance Review with the Officer and that the Officer has received a copy. During the pilot program, the Officer retains the document and will make it available to the Supervisor(s) upon request.
6. This page 2 will remain with page 1 of the evaluation form.

Performance Development Plan – 1st phase - Development:

1. This form will be required for Officers who receive a “Needs Development” rating in a Performance Anchor area(s), and will be optional for others.
2. The Rater will determine if this form will be utilized for any Officer who receives a “Fully Competent” or “Exceeds Expectations” rating in an Performance Anchor area.
3. The Rater writes the Officer’s name and Classification at the top of the form and checks the appropriate box indicating the form is “required” or “optional.”
4. The Rater clearly describes the performance area requiring improvement.
5. The Supervisor specifically outlines actions that the Officer should take to improve performance (e.g. training classes, counseling, special assignments, etc.).
6. The Supervisor initials the form and writes the future date for the performance to be reviewed.
7. The Officer initials the form at the same meeting.

Performance Development Plan – 2nd phase – Follow-up Review:

1. Approximately 3 months into the next 6-month rating period, the Supervisor and Officer meet to discuss progress with the Performance Development Plan.
2. The Supervisor writes the developmental actions that the Officer has taken to improve and describes the current performance.
3. The Immediate Supervisor signs and dates the form.
4. The form is reviewed by the Supervisor’s next line of authority who also signs and dates.
5. The Officer signs and dates the form indicating when the Follow-up Review has been discussed with the unit member.

**SAN DIEGO COMMUNITY COLLEGE DISTRICT APPENDIX B-4
POLICE DEPARTMENT
EMPLOYEE PERFORMANCE PLAN
RATER'S GUIDE**

** The following Anchors and Standards are guidelines for determining the level of performance and are not meant to be all-inclusive.

Performance Anchors <i>Listed Alphabetically</i>	Exceeds Expectations	Fully Competent	Needs Development
COMMUNICATION			
<p>Clarity: Ability of the officer to actively listen and speak clearly, coherently and logically.</p> <hr/> <p>Presentation: Ideas are presented in a well-organized manner and conclusions are supported by available facts.</p> <hr/> <p>Articulation: Ability to describe and relate observations to others.</p> <hr/> <p>Verbal/Non-verbal Skills: Ability to use verbal and nonverbal communication skills to effectively control situations.</p>	<p>Demonstrated mastery in active listening, understanding, and conveying thoughts to others; persuaded others to take desired actions.</p> <hr/> <p>Presented ideas that were exceptionally well organized. Conclusions were logical, well developed and based on all available facts.</p> <hr/> <p>Related observations in a detailed and accurate manner.</p> <hr/> <p>Consistently utilized verbal and nonverbal communication skills to effectively control situations.</p>	<p>Consistently and effectively listened and responded appropriately; consistently and effectively spoke clearly, coherently and logically.</p> <hr/> <p>Presented ideas that are well organized. Conclusions were supported by available facts.</p> <hr/> <p>Clearly relayed observations.</p> <hr/> <p>Routinely utilized verbal and nonverbal communication skills to effectively control situations.</p>	<p>Frequently did not speak clearly, concisely, or logically; did not listen carefully, or was unable to comprehend; responded inappropriately and/or exhibited improper demeanor.</p> <hr/> <p>Presented ideas that were sometimes disorganized. On several occasions conclusions were not supported by available facts.</p> <hr/> <p>Did not convey observations in a useable manner.</p> <hr/> <p>Rarely or ineffectively utilized verbal and nonverbal communication skills to effectively control situations.</p>
DILIGENCE			
<p>Task Completion: Completes tasks in compliance with instructions and finishes them in a timely manner.</p> <hr/> <p>Work Quality: Caliber of an employee's work output.</p> <hr/> <p>Department Expectations: Actions are consistent with Departmental Mission, Vision, and Core Value statements.</p> <hr/> <p>Self-Motivation: The degree to which the person takes the initiative to complete job tasks with minimal guidance and direction and then seeks out additional work.</p>	<p>Completed tasks with minimum instructions, and typically finished assignments early.</p> <hr/> <p>Consistently produced exceptional work.</p> <hr/> <p>Actions were consistent with Departmental Mission and Core Value Statements. Sometimes served as a leader in promoting these goals.</p> <hr/> <p>Was self-motivated. Often sought additional assignments, identified areas for possible improvement and offered viable suggestions.</p>	<p>Complied with instructions and tasks were finished in a correct and timely manner.</p> <hr/> <p>Produced good quality work.</p> <hr/> <p>Actions were consistent with Departmental Mission and Core Value Statements.</p> <hr/> <p>Completed tasks with minimal guidance and direction.</p>	<p>Sometimes did not comply with instructions and tasks were usually not finished in a timely manner.</p> <hr/> <p>Consistent lack of quality work required need of improvement.</p> <hr/> <p>Performance was not consistent with Departmental Mission and Core Value Statements.</p> <hr/> <p>Was not self-motivated, required guidance and direction to complete tasks.</p>

APPENDIX B-5

Performance Anchors <i>Listed Alphabetically</i>	Exceeds Expectations	Fully Competent	Needs Development
<p align="center">INTERPERSONAL SKILLS</p> <hr/> <p>Demeanor: Extent the officer displays tact, courtesy, and good judgment; is open to suggestions, criticism and questions; maintains effective, cooperative relationships.</p> <hr/> <p>Core Values: Extent the officer adheres to the Department's current Core Values. Ability to effectively interact with all levels of District staff, campus community and general public to identify and resolve policing issues.</p>	<p>Demonstrated exceptional tact, courtesy, and good judgment in difficult or volatile situations; actively sought out recommendations to improve performance and community service; excelled at developing, maintaining and promoting effective relationships.</p> <hr/> <p>Through leadership and demonstrated behavior, promoted fair and equal treatment of others in all situations while adhering the Department's Core Values.</p>	<p>Consistently displayed tact, courtesy, and good judgment; was open to suggestions, criticism, and questions; maintained effective, cooperative relationships.</p> <hr/> <p>Consistently complied with Core Values.</p>	<p>Significantly lacked tact, courtesy, and good judgment, openness to suggestions, criticism and questions (i.e., was argumentative, defensive, antagonistic).</p> <hr/> <ul style="list-style-type: none"> • Failed to adhere to Core Values. • May have been involved in a pattern of citizen complaints.
<p align="center">INVESTIGATIVE SKILLS</p> <hr/> <p>Process: Extent the officer identifies and locates witnesses, victims, and suspects; conducts thorough interviews and interrogations; identifies, collects and preserves evidence, identifies elements of crime and properly manages crime scenes.</p> <hr/> <p>Follow Up: Follows up on information gathered; pursues, to its logical conclusion, information gathered during an investigation.</p>	<ul style="list-style-type: none"> • (PO) Demonstrated expertise in identifying and locating witnesses, victims, suspects; conducted interviews and interrogations which obtained maximum information; excelled at scene management and in identifying, preserving and collecting evidence. • (SOIL, CSO) Demonstrated expertise in identifying and locating witnesses and victims; conducted interviews which obtained maximum information; excelled at scene protection and in identifying, preserving and collecting evidence. <hr/> <p>Demonstrated an exceptional ability to evaluate and process information gathered during an investigation, quickly following up on promising information.</p>	<ul style="list-style-type: none"> • (PO) Consistently made appropriate attempts to identify and locate witnesses, victims, suspects; routinely conducted thorough interviews and interrogations; identified, collected and preserved evidence; identified all relevant crime elements and properly managed crime scenes. • (SOIL, CSO) Routinely made appropriate attempts to obtain necessary information; identified all relevant crime elements and properly protected crime scenes. <hr/> <p>Followed up on information gathered during an investigation to its logical conclusion.</p>	<ul style="list-style-type: none"> • (PO) Did not routinely make appropriate attempts to identify and locate witnesses, victims, and suspects; did not conduct thorough interviews and interrogations, manage crime scenes properly, identify relevant elements of crime, or collect and preserve evidence. • (SOIL, CSO) Did not routinely make appropriate attempts to identify and locate witnesses and victims; did not conduct thorough interviews; did not protect crime scenes properly, identify relevant elements of crime, or collect and preserve evidence. <hr/> <p>At times neglected to follow up on information gathered during an investigation.</p>

Performance Anchors <i>Listed Alphabetically</i>	Exceeds Expectations	Fully Competent	Needs Development
<p>JOB KNOWLEDGE</p> <p>Regulations: Extent the officer demonstrates knowledge of Department Policies and Procedures, current laws, Department Orders, and Training Bulletins.</p> <p>Resources: Extent the officer demonstrates knowledge of resources, people, materials, time, information systems, community members, and outside agencies effectively.</p>	<p>Exceptional knowledge of District Regulations and Department Policy and Procedures, Training Bulletins, and current laws in all situations.</p> <p>Demonstrated exceptional knowledge and expertise in the use of resources.</p>	<p>Conformed to District Regulations and Department Policy and Procedure; demonstrated working knowledge of current laws and Training Bulletins in all routine activities.</p> <p>Used time and resources productively in a variety of activities.</p>	<p>Did not conform with, and/or was unaware of, District Regulations and Department Policy and Procedures, current laws, Department Orders and/or Training Bulletins.</p> <p>Did not use time and resources in a productive manner.</p>
<p>JOB SKILLS</p> <p>Knowledge: Extent the officer demonstrates the knowledge and required job skills within the scope of the position.</p> <p>Technical Skills: Applies the technical skills necessary to accomplish the specific job functions.</p> <p>New Skills: Demonstrates the capability to learn and apply new job skills within the designated time period and new technologies in the work assignment.</p>	<p>Frequently demonstrated a high level of competency in the knowledge and job skills required of the position.</p> <p>Exhibited a high level of technical skills applicable for the specific job function.</p> <p>Quickly learned and effectively applied new job skills prior to the end of the designated time period and new technologies in the work assignment.</p>	<p>Demonstrated competency in the knowledge and job skills required of the position.</p> <p>Displayed the technical skills needed to perform the specific job function.</p> <p>Learned and applied new job skills within the designated time period and new technologies in the work assignment.</p>	<p>Improvement was needed on occasion in the knowledge and job skills required of the position.</p> <p>Lacked the technical skills required for specific job functions.</p> <p>There have been instances when the unit member exceeded the designated time period for learning and applying job skills and new technologies in the work assignment.</p>
<p>JUDGMENT AND INITIATIVE</p> <p>Analysis: Extent the officer analyzes situations and takes appropriate action without direction or prompting. Exercises initiative.</p> <p>Recognition: Extent the officer recognizes and addresses crime, traffic and parking-related violations through appropriate self-initiated and radio-driven enforcement activity.</p>	<p>Demonstrated insight and analytical ability, which resulted in conclusions and actions that are logical and reliable, even in complex situations; actively pursued opportunities, which increased productivity and/or customer service.</p> <ul style="list-style-type: none"> • (PO) Excelled at recognizing and addressing criminal behavior that resulted in identifying additional criminal activity, charges, or crime cancellations. • (SOII) Excelled at recognizing and addressing suspicious behavior that resulted in identifying suspicious persons, and conduct thorough Field Interviews. • (CSO) Excelled at recognizing and reporting suspicious persons and activity. 	<p>Made timely, sound decisions based on available information and experience; generally required minimal guidance and direction; demonstrated initiative consistent with policy and procedure; volunteered for radio calls and other projects; anticipated problems and took action to avoid or resolve them.</p> <ul style="list-style-type: none"> • (PO) Routinely demonstrated the ability to recognize criminal behavior and made arrests, F.I.'s and issued citations. • (SOII) Routinely demonstrated the ability to recognize suspicious behavior, suspicious persons, conduct Field Interviews, and issue parking citations. • (CSO) Routinely demonstrated the ability to recognize and report suspicious persons, and issue parking citations. 	<p>Had to be continually prompted to get results; required frequent supervision; exhibited a pattern of acting hastily or too late, overlooking key elements, making wrong decisions and/or was unable or unwilling to make decisions.</p> <p>Failed to initiate action on obvious violations; recognize and address suspicious activity and/or take appropriate action.</p>

APPENDIX B-7

Performance Anchors <i>Listed Alphabetically</i>	Exceeds Expectations	Fully Competent	Needs Development
<p>OFFICER SAFETY & RESPONSE</p> <p>Driving: Extent the officer drives safely and in accordance with State Law and Department Regulations.</p> <p>Response: Extent the officer recognizes and responds to dangerous situations or critical incidents; uses proper contact and cover, and appropriate field tactics.</p>	<ul style="list-style-type: none"> • (PO) Expert in contact and cover techniques and field tactics. • (SOII/CSO) Clearly understands contact and cover principles and properly assisted officer in contact situations, and used sound field tactics. 	<p>Routinely demonstrated good judgment; drove safely in accordance with State Law and Department Regulations.</p> <ul style="list-style-type: none"> • (PO) Demonstrated proper contact and cover; searched suspects using appropriate techniques, and used sound field tactics. • (SOII/CSO) Understands contact and cover principles and properly assisted officer in contact situations, and used sound field tactics. 	<p>Did not drive safely and/or adhere to State Law and Department Regulations.</p> <p>Demonstrated poor safety techniques and/or tactics, disregard for own safety, the safety of other officers, and/or citizens.</p>
<p>Assessment: Ability to assess the circumstances surrounding the emergency situation or critical incident.</p> <p>Use of Force: Application of reasonable and necessary use of physical force in any situation to restrain and gain compliance.</p>	<p>(PO) Proficient at anticipating, accurately evaluating and defusing situations by determining the seriousness of emergencies or critical incidents.</p> <p>Demonstrated mastery of weapons and defensive tactics; teaches others.</p>	<ul style="list-style-type: none"> • (PO) Demonstrated the capability to control, defuse or resolve emergency situations or critical incidents restoring order as soon as possible. • (SOII/CSO) Accurately evaluated emergency situations or critical incidents, observe and report. <p>Seldom resorted to the use of force due to superior verbal skills, but when use of force was necessary, complied with the use of force policies.</p>	<p>Frequently did not accurately evaluate control, defuse or resolve emergency situations or critical incidents.</p> <p>There have been instances when the unit member has disregarded officer safety practices. Skills lack proficiency in application of defensive tactics and use of weapons.</p>
<p>PROBLEM SOLVING</p> <p>Issue Identification: Extent the officer identifies Campus and Community safety and crime-related issues and maintains peace and order and a safe learning environment throughout the District.</p> <p>Stakeholders: Properly identifies and involves stakeholders, resources and community in resolving problems.</p> <p>Resolution: Resolves a problem before it has a chance to escalate.</p> <p>Problem-Solving Model: Understands and uses problem-solving model to address problems.</p>	<p>Demonstrated in-depth knowledge of Campus and Community safety and crime-related issues; used superior skills and effective problem solving processes.</p> <p>Referred those problems that are inappropriate for the unit member to address. Involves stakeholders, resources and community in problem solving processes.</p> <p>Exhibited skills at solving problems before they grew into larger issues, often anticipating potential problem situations.</p> <p>Demonstrated skills at analyzing and researching problems, developing successful and innovative solutions. Understood and applied established problem-solving methodology as appropriate.</p>	<p>Appropriately identified Campus and Community safety and crime-related issues.</p> <p>Took responsibility for problems that the unit member should or referred the remaining problems to the appropriate person(s).</p> <p>Solved problems before they grew into larger issues.</p> <p>Analyzed, researched and developed effective solutions to problems.</p>	<p>Did not demonstrate adequate knowledge of Campus and Community safety and crime-related issues.</p> <p>Needs improvement at identifying stakeholders in an issue. Does not involve others in process.</p> <p>At times problems escalated because the unit member did not address them in a timely manner.</p> <p>Often had difficulty developing effective solutions to problems.</p>

APPENDIX B-8

Performance Anchors <i>Listed Alphabetically</i>	Exceeds Expectations	Fully Competent	Needs Development
<p>REPORT WRITING</p> <p>Accuracy: Extent the officer prepares written work, which is timely, legible, clear, concise, accurate and complete, in the prescribed format, free from spelling, punctuation, and grammatical errors.</p> <p>Documentation: Necessary facts are completely and accurately documented. Conclusions are supported by available facts.</p>	<p>Demonstrated superior ability to prepare written work that clearly communicated complex information completely and error free.</p> <p>Necessary facts were precisely and accurately documented. At times conclusions were superior and based on all available facts.</p>	<p>Consistently prepared written work, which was timely, legible, clear, concise, accurate and complete, in the prescribed format, free from spelling, punctuation, and grammatical errors.</p> <ul style="list-style-type: none"> • Necessary facts were accurately documented. Conclusions were supported by available facts • Elements of crime or offense were clearly established. 	<p>Repeatedly submitted written work late, incomplete, illegible, inaccurate, contained spelling, punctuation, or grammatical errors, and/or not in the prescribed format.</p> <p>At times necessary facts were not accurately documented and conclusions were not supported by available facts.</p>
<p>TEAMWORK</p> <p>Internal: Extent the officer seeks to help others by providing support and assistance; seeks the contributions of colleagues and campus community, and demonstrates commitment to team and/or unit goals.</p> <p>External: Extent the officer develops and maintains external partnerships including other law enforcement, governmental and community groups.</p>	<p>Through leadership and/or team commitment provided directions and support to others; encouraged and supported contributions of others; willingly assumed additional responsibilities to meet team goals.</p> <ul style="list-style-type: none"> • Actively participates in external partnerships. 	<p>Consistently sought to help others by providing support and assistance; sought the contributions of others and demonstrated commitment to team and/or unit goals.</p> <ul style="list-style-type: none"> • Displayed cooperative attitude and fostered good working relationships. • Participates and strengthens external partnerships. 	<p>Failed to seek the opportunity to provide support and assistance to others, isolates him/herself, and/or did not seek contributions of others and demonstrate commitment to team and/or unit goals.</p> <ul style="list-style-type: none"> • Occasionally was uncooperative and had problems establishing and maintaining effective working relationships. • Unreasonably critical of team members to the point of affecting unit cohesiveness. • Continual source of conflict.

APPENDIX B-9

Performance Anchors <i>Listed Alphabetically</i>	Exceeds Expectations	Fully Competent	Needs Development
<p>WORK HABITS</p> <ul style="list-style-type: none"> • Punctuality: Arrives prepared to commence work at designated locations at scheduled times. • Attendance: Unscheduled absences from the assigned work location are within guidelines. <hr/> <ul style="list-style-type: none"> • Personal Grooming: Conforms to grooming standards or practices as outlined in Dept. Policy and Procedures. • Personal Appearance: Conforms to uniform guidelines as outlined in Dept. Policy and Procedures. <hr/> <ul style="list-style-type: none"> • Changes in the Work Environment: Adapts to new procedures and situations that occur due to changes in the work environment. • Pressure Situations: Displays composure and control in pressure situations. • Constructive Criticism and Feedback: Accepts constructive criticism and feedback from co-workers and supervisors, making positive changes. 	<ul style="list-style-type: none"> • Took superior care of uniform and equipment, and displayed exceptional pride. • Conformed to dress guidelines for the position, reflecting favorably on the department. <hr/> <ul style="list-style-type: none"> • Adapted quickly to changes in the work environment and showed a high level of flexibility. • Consistently performed well even under extreme pressure, always maintaining composure and control. • Readily solicited constructive criticism and used feedback to quickly improve performance. 	<ul style="list-style-type: none"> • Prepared to commence work at designated locations when scheduled. • Unscheduled absences from assigned work location were within Dept. guidelines and procedures. <hr/> <ul style="list-style-type: none"> • Conforms to grooming standards and practices. • Conforms to dress guidelines for the position. <hr/> <ul style="list-style-type: none"> • Was able to adapt and progress when changes occurred in the work environment. • Managed pressure situations by maintaining composure and control. • Accepted constructive criticism or feedback, making positive changes. 	<ul style="list-style-type: none"> • Did not arrive prepared to commence work at designated locations at scheduled times. • Unscheduled absences from the assigned work location greatly exceeded guidelines. <hr/> <ul style="list-style-type: none"> • Failed to conform to grooming standards for the position. • Failed to conform to uniform guidelines for the position. <hr/> <ul style="list-style-type: none"> • Resisted and is slow to adapt to changes in the work environment. • Occasionally did not maintain composure and control when under pressure. • Had trouble accepting constructive criticism or feedback, and had difficulty correcting deficiencies.

**SAN DIEGO COMMUNITY COLLEGE DISTRICT
POLICE DEPARTMENT
EMPLOYEE PERFORMANCE REVIEW** *(Page 1 of 3)*

EMPLOYEE	_____	ID#	_____	Date	_____
	Signature	_____			
		I Have Received a Copy of the Rater's Guide			

<u>RATING PERIOD 1</u>					
EMPLOYEE	_____	ID#	_____	Date	_____
	Signature	_____			
		I Discussed This Review Form With My Supervisor			
SUPERVISOR	_____	ID#	_____	Date	_____
		Immediate Supervisor (First Level)			
REVIEWER	_____	ID#	_____	Date	_____

<u>RATING PERIOD 2</u>					
EMPLOYEE	_____	ID#	_____	Date	_____
	Signature	_____			
		I Discussed This Review Form With My Supervisor			
SUPERVISOR	_____	ID#	_____	Date	_____
		Immediate Supervisor (First Level)			
REVIEWER	_____	ID#	_____	Date	_____

**SAN DIEGO COMMUNITY COLLEGE DISTRICT
POLICE DEPARTMENT
EMPLOYEE PERFORMANCE REVIEW** *(Page 2 of 3)*

CHECK THE APPROPRIATE BOX FOR EACH ANCHOR

PERFORMANCE ANCHOR EDITION NO. _____ USED

E = EXCEEDS EXPECTATIONS **C** = FULLY COMPETENT **N** = NEEDS DEVELOPMENT* **Ø** = NOT OBSERVED
(*Requires Performance Development Plan)

PERFORMANCE ANCHORS (Listed Alphabetically)	RATING PERIOD 1 ____/____/____ TO ____/____/____				RATING PERIOD 2 ____/____/____ TO ____/____/____			
	E	C	N	Ø	E	C	N	Ø
COMMUNICATION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DILIGENCE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
INTERPERSONAL SKILLS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
INVESTIGATIVE SKILLS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JOB KNOWLEDGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JOB SKILLS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JUDGMENT and INITIATIVE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OFFICER SAFETY & RESPONSE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PROBLEM SOLVING	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
REPORT WRITING	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEAMWORK	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WORK HABITS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SAN DIEGO COMMUNITY COLLEGE DISTRICT
POLICE DEPARTMENT
EMPLOYEE PERFORMANCE REVIEW *(Page 3 of 3)*

Employee ID# _____

_____/_____/____ TO ____/____/____
Rating Period Inclusive Dates

ACCOMPLISHMENTS / COMMENDATIONS:
SPECIAL ASSIGNMENTS:
RATING PERIOD COMMENTS:
EMPLOYEE COMMENTS (CONTINUE ON BACK IF NEEDED):

SAN DIEGO COMMUNITY COLLEGE DISTRICT
POLICE DEPARTMENT
PERFORMANCE DEVELOPMENT PLAN

Required (Needs Development) Optional (Fully Competent or Exceeds Expectations)

Employee Classification

PERFORMANCE DESCRIPTION: Describe specific performance areas requiring improvement.

PERFORMANCE DEVELOPMENT: Record actions that should be taken to improve performance (e.g.: Special Assignments, Counseling, Training Classes, etc.).

Employee Initials Supervisor Initials

Performance to be reviewed: _____

FOLLOW-UP REVIEW: Indicate what developmental actions have been taken and describe current performance. (If supplemental performance report is used to document a Follow-up Review, simply state this here.)

Supervisor: _____ Date: _____

Reviewed By: _____ Date: _____

Employee: _____ Date: _____

_____ This Follow-up Review has been discussed with me.

PUBLIC SAFETY OFFICERS PROCEDURAL BILL OF RIGHTS ACT (POBR)

The District agrees to include the following language of the Public Safety Officers Procedural Bill of Rights (POBR) Act in the Agreement. The parties entered into this agreement with the understanding that any legislative changes to the POBR made during the term of the contract will be applicable to the parties but will not cause the District to update this Appendix of the Agreement, for purposes of republishing the Agreement, during the term of the contract.

In the event of any conflict in language between the POBR and the Collective Bargaining Agreement, the Agreement will prevail unless POBR provides the employee the greater benefit

3300. This chapter is known and may be cited as the Public Safety Officers Procedural Bill of Rights Act.
3301. For purposes of this chapter, the term public safety officer means all peace officers specified in Sections 830.1, 830.2, 830.3, 830.31, 830.32, 830.33, except subdivision (e), 830.34, 830.35, except subdivision (c), 830.36, 830.37, 830.38, 830.4, and 830.5 of the Penal Code.

The Legislature hereby finds and declares that the rights and protections provided to peace officers under this chapter constitute a matter of statewide concern. The Legislature further finds and declares that effective law enforcement depends upon the maintenance of stable employer-employee relations, between public safety employees and their employers. In order to assure that stable relations are continued throughout the state and to further assure that effective services are provided to all people of the state, it is necessary that this chapter be applicable to all public safety officers, as defined in this section, wherever situated within the State of California.

3302. (a) Except as otherwise provided by law, or whenever on duty or in uniform, no public safety officer shall be prohibited from engaging, or be coerced or required to engage, in political activity.
(b) No public safety officer shall be prohibited from seeking election to, or serving as a member of, the governing board of a school district.
3303. When any public safety officer is under investigation and subjected to interrogation by his or her commanding officer, or any other member of the employing public safety department, that could lead to punitive action, the interrogation shall be conducted under the following conditions. For the purpose of this chapter, punitive action means any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment.

APPENDIX C-2

- (a) The interrogation shall be conducted at a reasonable hour, preferably at a time when the public safety officer is on duty, or during the normal waking hours for the public safety officer, unless the seriousness of the investigation requires otherwise. If the interrogation does occur during off-duty time of the public safety officer being interrogated, the public safety officer shall be compensated for any off-duty time in accordance with regular department procedures, and the public safety officer shall not be released from employment for any work missed.
- (b) The public safety officer under investigation shall be informed prior to the interrogation of the rank, name, and command of the officer in charge of the interrogation, the interrogating officers, and all other persons to be present during the interrogation. All questions directed to the public safety officer under interrogation shall be asked by and through no more than two interrogators at one time.
- (c) The public safety officer under investigation shall be informed of the nature of the investigation prior to any interrogation.
- (d) The interrogating session shall be for a reasonable period taking into consideration gravity and complexity of the issue being investigated. The person under interrogation shall be allowed to attend to his or her own personal physical necessities.
- (e) The public safety officer under interrogation shall not be subjected to offensive language or threatened with punitive action, except that an officer refusing to respond to questions or submit to interrogations shall be informed that failure to answer questions directly related to the investigation or interrogation may result in punitive action. No promise of reward shall be made as an inducement to answering any question. The employer shall not cause the public safety officer under interrogation to be subjected to visits by the press or news media without his or her express consent nor shall his or her home address or photograph be given to the press or news media without his or her express consent.
- (f) No statement made during interrogation by a public safety officer under duress, coercion, or threat of punitive action shall be admissible in any subsequent civil proceeding. This subdivision is subject to the following qualifications:
- (1) This subdivision shall not limit the use of statements made by a public safety officer when the employing public safety department is seeking civil sanctions against any public safety officer, including disciplinary action brought under Section 19572.
 - (2) This subdivision shall not prevent the admissibility of statements made by the public safety officer under interrogation in any civil action, including administrative actions, brought by that public safety officer, or that officer's exclusive representative, arising out of a disciplinary action.

APPENDIX C-3

(3) This subdivision shall not prevent statements made by a public safety officer under interrogation from being used to impeach the testimony of that officer after an in camera review to determine whether the statements serve to impeach the testimony of the officer.

(4) This subdivision shall not otherwise prevent the admissibility of statements made by a public safety officer under interrogation if that officer subsequently is deceased.

(g) The complete interrogation of a public safety officer may be recorded. If a tape recording is made of the interrogation, the public safety officer shall have access to the tape if any further proceedings are contemplated or prior to any further interrogation at a subsequent time. The public safety officer shall be entitled to a transcribed copy of any notes made by a stenographer or to any reports or complaints made by investigators or other persons, except those which are deemed by the investigating agency to be confidential. No notes or reports that are deemed to be confidential may be entered in the officer's personnel file. The public safety officer being interrogated shall have the right to bring his or her own recording device and record any and all aspects of the interrogation.

(h) If prior to or during the interrogation of a public safety officer it is deemed that he or she may be charged with a criminal offense, he or she shall be immediately informed of his or her constitutional rights.

(i) Upon the filing of a formal written statement of charges, or whenever an interrogation focuses on matters that are likely to result in punitive action against any public safety officer, that officer, at his or her request, shall have the right to be represented by a representative of his or her choice who may be present at all times during the interrogation. The representative shall not be a person subject to the same investigation. The representative shall not be required to disclose, nor be subject to any punitive action for refusing to disclose, any information received from the officer under investigation for non-criminal matters.

This section shall not apply to any interrogation of a public safety officer in the normal course of duty, counseling, instruction, or informal verbal admonishment by, or other routine or unplanned contact with, a supervisor or any other public safety officer, nor shall this section apply to an investigation concerned solely and directly with alleged criminal activities.

(j) No public safety officer shall be loaned or temporarily reassigned to a location or duty assignment if a sworn member of his or her department would not normally be sent to that location or would not normally be given that duty assignment under similar circumstances.

3304. (a) No public safety officer shall be subjected to punitive action, or denied promotion, or be threatened with any such treatment, because of the lawful exercise of the rights granted under this chapter, or the exercise of any rights under any existing administrative grievance procedure.

Nothing in this section shall preclude a head of an agency from ordering a public safety officer to cooperate with other agencies involved in criminal investigations. If an officer fails to comply with such an order, the agency may officially charge him or her with insubordination.

(b) No punitive action, nor denial of promotion on grounds other than merit, shall be undertaken by any public agency against any public safety officer who has successfully completed the probationary period that may be required by his or her employing agency without providing the public safety officer with an opportunity for administrative appeal.

(c) No chief of police may be removed by a public agency, or appointing authority, without providing the chief of police with written notice and the reason or reasons therefore and an opportunity for administrative appeal.

For purposes of this subdivision, the removal of a chief of police by a public agency or appointing authority, for the purpose of implementing the goals or policies, or both, of the public agency or appointing authority, for reasons including, but not limited to, incompatibility of management styles or as a result of a change in administration, shall be sufficient to constitute "reason or reasons."

Nothing in this subdivision shall be construed to create a property interest, where one does not exist by rule or law, in the job of Chief of Police.

(d) Except as provided in this subdivision and subdivision (g), no punitive action, nor denial of promotion on grounds other than merit, shall be undertaken for any act, omission, or other allegation of misconduct if the investigation of the allegation is not completed within one year of the public agency's discovery by a person authorized to initiate an investigation of the allegation of an act, omission, or other misconduct. This one-year limitation period shall apply only if the act, omission, or other misconduct occurred on or after January 1, 1998. In the event that the public agency determines that discipline may be taken, it shall complete its investigation and notify the public safety officer of its proposed disciplinary action within that year, except in any of the following circumstances:

APPENDIX C-5

- (1) If the act, omission, or other allegation of misconduct is also the subject of a criminal investigation or criminal prosecution, the time during which the criminal investigation or criminal prosecution is pending shall toll the one-year time period.
- (2) If the public safety officer waives the one-year time period in writing, the time period shall be tolled for the period of time specified in the written waiver.
- (3) If the investigation is a multi jurisdictional investigation that requires a reasonable extension for coordination of the involved agencies.
- (4) If the investigation involves more than one employee and requires a reasonable extension.
- (5) If the investigation involves an employee who is incapacitated or otherwise unavailable.
- (6) If the investigation involves a matter in civil litigation where the public safety officer is named as a party defendant, the one-year time period shall be tolled while that civil action is pending.
- (7) If the investigation involves a matter in criminal litigation where the complainant is a criminal defendant, the one-year time period shall be tolled during the period of that defendant's criminal investigation and prosecution.
- (8) If the investigation involves an allegation of workers' compensation fraud on the part of the public safety officer.

(e) Where a pre-disciplinary response or grievance procedure is required or utilized, the time for this response or procedure shall not be governed or limited by this chapter.

(f) If, after investigation and any pre-disciplinary response or procedure, the public agency decides to impose discipline, the public agency shall notify the public safety officer in writing of its decision to impose discipline, including the date that the discipline will be imposed, within 30 days of its decision, except if the public safety officer is unavailable for discipline.

(g) Notwithstanding the one-year time period specified in subdivision (c), an investigation may be reopened against a public safety officer if both of the following circumstances exist:

- (1) Significant new evidence has been discovered that is likely to affect the outcome of the investigation.
- (2) One of the following conditions exist:
 - (A) The evidence could not reasonably have been discovered in the normal course of investigation without resorting to extraordinary measures by the agency.
 - (B) The evidence resulted from the public safety officer's pre-disciplinary response or procedure.

APPENDIX C-6

(h) For those members listed in subdivision (a) of Section 830.2 of the Penal Code, the 30-day time period provided for in subdivision

(e) shall not commence with the service of a preliminary notice of adverse action, should the public agency elect to provide the public safety officer with such a notice.

3304.5. An administrative appeal instituted by a public safety officer under this chapter shall be conducted in conformance with rules and procedures adopted by the local public agency.

3305. No public safety officer shall have any comment adverse to his interest entered in his personnel file, or any other file used for any personnel purposes by his employer, without the public safety officer having first read and signed the instrument containing the adverse comment indicating he is aware of such comment, except that such entry may be made if after reading such instrument the public safety officer refuses to sign it. Should a public safety officer refuse to sign, that fact shall be noted on that document, and signed or initialed by such officer.

3306. A public safety officer shall have 30 days within which to file a written response to any adverse comment entered in his personnel file. Such written response shall be attached to, and shall accompany, the adverse comment.

3306.5. (a) Every employer 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.

(b) Each employer 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.

(c) If, after examination of the officer's personnel file, the officer believes that any portion of the material is mistakenly or unlawfully placed in the file, the officer may request, in writing, that the mistaken or unlawful portion be corrected or deleted. Any request made pursuant to this subdivision shall include a statement by the officer 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 officer.

(d) Within 30 calendar days of receipt of a request made pursuant to subdivision (c), the employer shall either grant the officer's request or notify the officer of the decision to refuse to grant the request. If the employer

refuses to grant the request, in whole or in part, the employer shall state in writing the reasons for refusing the request, and that written statement shall become part of the personnel file of the officer.

3307. (a) No public safety officer shall be compelled to submit to a lie detector test against his or her will. No disciplinary action or other recrimination shall be taken against a public safety officer refusing to submit to a lie detector test, nor shall any comment be entered anywhere in the investigator's notes or anywhere else that the public safety officer refused to take, or did not take, a lie detector test, nor shall any testimony or evidence be admissible at a subsequent hearing, trial, or proceeding, judicial or administrative, to the effect that the public safety officer refused to take, or was subjected to, a lie detector test.

(b) For the purpose of this section, "lie detector" means a polygraph, deceptograph, voice stress analyzer, psychological stress evaluator, or any other similar device, whether mechanical or electrical, that is used, or the results of which are used, for the purpose of rendering a diagnostic opinion regarding the honesty or dishonesty of an individual.

3307.5 (a) No public safety officer shall be required as a condition of employment by his or her employing public safety department or other public agency to consent to the use of his or her photograph or identity as a public safety officer on the Internet for any purpose if that officer reasonably believes that the disclosure may result in a threat, harassment, intimidation, or harm to that officer or his or her family.

(b) Based upon his or her reasonable belief that the disclosure of his or her photograph or identity as a public safety officer on the Internet as described in subdivision (a) may result in a threat, harassment, intimidation, or harm, the officer may notify the department or other public agency to cease and desist from that disclosure. After the notification to cease and desist, the officer, a district attorney, or a United States Attorney may seek an injunction prohibiting any official or unofficial use by the department or other public agency on the Internet of his or her photograph or identity as a public safety officer. The court may impose a civil penalty in an amount not to exceed five hundred dollars (\$500) per day commencing two working days after the date of receipt of the notification to cease and desist.

3308. No public safety officer shall be required or requested for purposes of job assignment or other personnel action to disclose any item of his property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his family or household) unless such information is obtained or required under state law or proper legal procedure, tends to indicate a conflict of interest with respect to the performance of his official duties, or is necessary for the employing agency to ascertain

the desirability of assigning the public safety officer to a specialized unit in which there is a strong possibility that bribes or other improper inducements may be offered.

3309. No public safety officer shall have his locker, or other space for storage that may be assigned to him searched except in his presence, or with his consent, or unless a valid search warrant has been obtained or where he has been notified that a search will be conducted. This section shall apply only to lockers or other space for storage that are owned or leased by the employing agency.
- 3309.5 (a) It shall be unlawful for any public safety department to deny or refuse to any public safety officer the rights and protections guaranteed to him or her by this chapter.
- (b) Nothing in subdivision (h) of Section 11181 shall be construed to affect the rights and protections afforded to state public safety officers under this chapter or under Section 832.5 of the Penal Code.
- (c) The superior court shall have initial jurisdiction over any proceeding brought by any public safety officer against any public safety department for alleged violations of this chapter.
- (d) (1) In any case where the superior court finds that a public safety department has violated any of the provisions of this chapter, the court shall render appropriate injunctive or other extraordinary relief to remedy the violation and to prevent future violations of a like or similar nature, including, but not limited to, the granting of a temporary restraining order, preliminary, or permanent injunction prohibiting the public safety department from taking any punitive action against the public safety officer.
- (2) If the court finds that a bad faith or frivolous action or a filing for an improper purpose has been brought pursuant to this chapter, the court may order sanctions against the party filing the action, the parties attorney, or both, pursuant to Sections 128.6 and 128.7 of the Code of Civil Procedure. Those sanctions may include, but not be limited to, reasonable expenses, including attorney's fees, incurred by a public safety department, as the court deems appropriate. Nothing in this paragraph is intended to subject actions or filings under this section to rules or standards that are different from those applicable to other civil actions or filings subject to Section 128.6 or 128.7 of the Code of Civil Procedure.
- (e) In addition to the extraordinary relief afforded by this chapter, upon a finding by a superior court that a public safety department, its employees, agents, or assigns, with respect to acts taken within the scope of employment, maliciously violated any provision of this chapter with the intent to injure the public safety

officer, the public safety department shall, for each and every violation, be liable for a civil penalty not to exceed twenty-five thousand dollars (\$25,000) to be awarded to the public safety officer whose right or protection was denied and for reasonable attorney's fees as may be determined by the court. If the court so finds, and there is sufficient evidence to establish actual damages suffered by the officer whose right or protection was denied, the public safety department shall also be liable for the amount of the actual damages.

Notwithstanding these provisions, a public safety department may not be required to indemnify a contractor for the contractor's liability pursuant to this subdivision if there is, within the contract between the public safety department and the contractor, a "hold harmless" or similar provision that protects the public safety department from liability for the actions of the contractor. An individual shall not be liable for any act for which a public safety department is liable under this section.

3310. Any public agency which has adopted, through action of its governing body or its official designee, any procedure which at a minimum provides to peace officers the same rights or protections as provided pursuant to this chapter shall not be subject to this chapter with regard to such a procedure.
3311. Nothing in this chapter shall in any way be construed to limit the use of any public safety agency or any public safety officer in the fulfilling of mutual aid agreements with other jurisdictions or agencies, nor shall this chapter be construed in any way to limit any jurisdictional or interagency cooperation under any circumstances where such activity is deemed necessary or desirable by the jurisdictions or the agencies involved.
3312. Notwithstanding any other provision of law, the employer of a public safety officer may not take any punitive action against an officer for wearing a pin or displaying any other item containing the American flag, unless the employer gives the officer written notice that includes all of the following:
- (a) A statement that the officer's pin or other item violates an existing rule, regulation, policy, or local agency agreement or contract regarding the wearing of a pin, or the displaying of any other item, containing the American flag.
 - (b) A citation to the specific rule, regulation, policy, or local agency agreement or contract that the pin or other item violates.
 - (c) A statement that the officer may file an appeal against the employer challenging the alleged violation pursuant to applicable grievance or appeal procedures adopted by the department or public agency that otherwise comply with existing law.

“FLEX” SCHEDULE
 Part-Time Classified Contract Positions
 Scheduling Guideline
 Effective July 1, 2005

This chart is intended to help managers and supervisors schedule employees who work a “flex” schedule and to insure that those employees are compensated for holidays and actual hours worked in accordance with the collective bargaining agreement.

12-Month Positions (15 Holidays)			
FTE	Annual Paid Hours (1)	Annual Holiday Hours (2)	Actual Assigned Work Hours (Col. 1-Col. 2)
1.00	2080	120	1960
.75	1560	90	1470
.50	1040	60	980
.45	936	54	882
.40	832	48	784
.375	780	45	735
11-Month Positions (15 Holidays)			
FTE	Annual Paid Hours (1)	Annual Holiday Hours (2)	Actual Assigned Work Hours (Col. 1-Col. 2)
1.00	1907	120	1787
.75	1430	90	1340
.50	953	60	893
.45	858	54	804
.40	763	48	715
.375	715	45	670
10-Month Positions (14 Holidays)			
FTE	Annual Paid Hours (1)	Annual Holiday Hours (2)	Actual Assigned Work Hours (Col. 1-Col. 2)
1.00	1733	112	1621
.75	1300	84	1216
.50	867	56	811
.45	780	50	730
.40	693	45	649
.375	650	42	608

NOTE: Vacation hours are included in the “actual” assigned work hours.

Date: March 10, 2004
To: Damon Schamu
From: David Worden, Chief of Police
Subject: Retired Senior Volunteer Program Proposal

Proposal

College Police propose creation of a pilot retired senior volunteer patrol (RSVP) program. The program is designed to increase the visibility of security services and to augment college police by providing services, which cannot be performed with existing resources. This program is consistent with the Department's commitment to community policing. The pilot program goal is to test the feasibility of utilizing RSVP on a districtwide basis.

Program Description

The retired senior volunteer patrol will be composed of persons at least 55 years old drawn from the surrounding community. Patrol members will be uniformed and will be provided radio communication. RSVP members will be assigned a vehicle, will work in pairs, and will be expected to provide increased visibility in campus parking lots and at Center for Education and Technology sites.

RSVP members may be called upon to work during the first weeks of the semester and at special events. They may guide and direct visitors and provide information about campus locations and events. Additional duties may include, but not be limited to, parking enforcement of disabled spaces, patrol and visit outlying CET sites contacting the site office managers; provide campus information and directions; observe and report suspicious conditions and maintenance needs; assist with safety education programs; and mail distribution.

RSVP programs have been shown to possess adequate incentive for senior volunteers. These include an opportunity to return something to the community and the opportunity to engage in meaningful work on a part-time basis.

The initial goal for the pilot program is to identify eight qualified seniors willing to volunteer at least four hours per week. RSVP will operate Monday - Thursday between 8 AM and noon. The program headquarters will be Mesa College. The proposed hours of operation coincide with times when student population is at it peak. The days and hours may be expanded or altered based on need and program experience.

APPENDIX E-2

The estimated start-up cost for the senior program is less than \$1000. This will cover the cost of recruitment brochures and program materials, training materials, applicant fingerprinting and uniform components which will remain the property of the District.

These costs do not include the salary cost of existing personnel required to supervise the program. They do not include the cost of vehicle operation: gasoline and maintenance. The Department currently has a vehicle and office space suitable for RSVP use. The Department has sufficient resources to fund the pilot program.

The RSVP program at initial program goal strength can be expected to produce 1472 RSVP hours a year. While the District does not have a comparable job classification (for the type of work to be performed by senior volunteers), the estimated cost of providing these hours with paid hourly staff is \$20,600.

A survey of California community colleges revealed no community college operates an RSVP type program. The City of San Diego, however, has successfully implemented a variety of volunteer programs, with the Retired Senior Volunteer Patrol being among the most successful and cost effective. The reliability of senior volunteers, low turnover and ability to self manage make the RSVP concept worth pursuing.

The pilot program is consistent with District Procedure 4800.10 (Workers' Compensation: Authorized Volunteers).

Supervision and Coordination

Establishment of a volunteer program will require designating a program coordinator to recruit, screen, train, and schedule volunteers. The coordinator will develop program materials and oversee ongoing operation of the system.

Initially, this may be a collateral assignment for an existing police officer. An assigned police supervisor will handle supervision issues for the pilot program. Mature RSVP Programs typically are headed by RSVP members possessing management backgrounds, with administrative support and program direction from a designated police supervisor.

Vehicle

The current white 4-door sedan has District logos and is currently used at nighttime by uniformed security officers. The vehicle is not equipped with red and blue emergency lights or sirens.

Uniforms

RSVP personnel will adapt to the San Diego Police Department uniform standards for their RSVP program, including light blue shirts, dark blue pants, black belt and shoes. The RSVPs will be responsible for purchasing and maintaining this uniform. The department will provide their badges, shirt patches, name tag and identification card.

Training

The department has consulted with the San Diego Police Department's volunteer programs unit in an effort to develop the best possible program. San Diego Police Department has offered to allow our department to send RSVP personnel to their training sessions without charge, on a space available basis. These academies are held 4 times per year and consist of 40 hours of training.

Program Evaluation

The Department will create an evaluation component for the pilot program. The evaluation will identify whether the program meets established goals in terms of work performed, hours worked, and volunteer satisfaction. Volunteer programs are typically evaluated by the continuing interest of program volunteers.

Programs that are poorly conceived and do not provide a meaningful experience for the volunteer typically experience an inability to recruit and retain volunteers.

David Worden
Chief of Police

SDCCD COLLEGE POLICE GRIEVANCE FORM

NAME _____ ASSIGNMENT/LOCATION _____ DATE _____
(SEE REVERSE SIDE FOR GRIEVANCE INSTRUCTIONS)

(A) Date of event creating grievance: _____
 Indicate the specific contract provision(s) allegedly violated, misapplied or misinterpreted: _____

Describe how you believe the contract was violated: _____

Remedy Sought: _____

 Grievant Signature / Date Grievant Representative (if any) / Date

Step I Initial meeting must be held within 30 calendar days of the event creating grievance.
 [Spv.] Received _____ (B) Date of Decision _____
 Immediate Supervisor Must be within 4 days of meeting

Step II Received _____ (C) Date Received _____
 [Chief] Chief of Police Must be within 12 days of (B)

Meeting Held _____ (D) Date of Meeting _____
 Must be within 12 days of (C)

Findings _____ (E) Date of Written Decision _____
 Must be within 12 days of (D)

Step III Received _____ (F) Date Received _____
 [Asst.Chanc.] Vice Chancellor, Facilities Mgmt. Must be within 12 days of (E)

Meeting Held _____ (G) Date of Meeting _____
 Must be requested within 12 days of (F)

Findings _____ (H) Date of Written Decision _____
 Must be within 12 days of (G)

Step IV Received _____ (I) Date Received _____
 [Mediation] Vice Chancellor, HR or designee Must be within 12 days of (H)
 [Optional]

Meeting Held _____ (J) Date of Meeting _____
 Must be within 12 days of (I)

Findings _____ (K) Date of Written Decision _____

Step V Received _____ (L) Date Received _____
 [Arbitration] Vice Chancellor, HR Must be within 12 days of (K)

Meeting Held _____ (M) Date of Meeting _____
 Must be requested within 5 days of (L)

Findings _____ (N) Date of Written Decision _____

COLLEGE POLICE / SDCCPOA – ARTICLE XIX – GRIEVANCE INSTRUCTIONS

Step I – Immediate Supervisor

1. No later than thirty (30) days after an alleged grievance occurs, an attempt shall be made to resolve the matter in informal verbal discussion between the grievant and his/her supervisor.
2. The supervisor shall make his/her decision known to the grievant within four (4) days of the Step I meeting.

Step II – Chief of Police

1. If the grievance cannot be resolved informally, the grievant shall reduce the allegation and remedy sought to writing on the District Grievance Form. Such forms are available in the Human Resources Office or from the Association.
2. The grievant must file, within twelve (12) days of the supervisor's oral decision, a completed copy of the grievance form.
3. Within twelve (12) days after such written grievance is filed, the grievant and the Chief of Police shall meet to attempt to resolve the grievance.
4. The Chief of Police shall provide a written decision to the grievant within twelve (12) days of the Step II meeting.

Step III – Vice Chancellor, Facilities Management

1. If the grievance has not been resolved at Step II, the grievant may file, within twelve (12) days of the Chief of Police written decision, an exact copy of the written grievance on the District form with the Vice Chancellor, Facilities Management.
2. Within twelve (12) days after such written grievance is filed, the grievant and the Assistant Chancellor, Facilities Management shall meet to resolve the grievance.
3. The Assistant Chancellor, Facilities Management, shall provide the grievant with a copy of the written decision within twelve (12) days following the Step III meeting.

Step IV-Mediation (Optional)

1. If the grievance is not resolved at Step III either party may request mediation. However, both parties must agree to the use of the mediation process.
2. Such request shall be made in writing to the Vice Chancellor, Human Resources, or the designee, within twelve (12) days of the Step III decision. Both parties shall be notified when the request for mediation is made.
3. If the use of mediation is agreed to, within twelve (12) days of receipt of the request for mediation, the Human Resources office shall request the services of the California Mediation Service or the Employee Assistance Program, whichever the parties agree is more appropriate.
4. The mediation session shall be scheduled at the earliest date that the mediator is available. The mediator shall meet with the parties in an effort to resolve the grievance. The mediator shall have no authority to impose a settlement upon the parties.

COLLEGE POLICE / SDCCPOA -- ARTICLE XIX - GRIEVANCE INSTRUCTIONS

Step V-Arbitration

1. Within twelve (12) days following the date of the mediation decision, the grievance may be submitted to advisory arbitration with approval of the Association except in the case of an appeal of a disciplinary action (see 19.37). The request for advisory arbitration shall be made in writing to the Vice Chancellor, Human Resources on the grievance form provided by the District or the Association.
2. Within five (5) days after receiving the request for advisory arbitration, the District shall request the State Conciliation Service to supply a hearing officer. This person shall be designated as the arbiter. Fees and expenses, if any, of the arbiter shall be shared by the District and the grievant. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
3. The hearing officer shall present his/her written advisory decision to the grievant and to the District.

RETIREMENT NOTICE INCENTIVE

The Parties agree that the District will implement the language below effective January 1st of the fiscal year during which the Police Officers Association (POA) commits new ongoing continuing resources from a future year of RAF, or other economic allocation, for which POA has the discretion to direct sufficient funding toward the Retirement Notice Incentive. **The initial cost of this change will be charged against the POA's portion of RAF funds in the fiscal year that it is implemented.**

Retirement Notice Incentive:

Unit members who have reached the age of fifty-five (55) and retire from the District and PERS, with at least five (5) years of service within the POA unit will be granted an additional cash payment in their final pay warrant equivalent to three (3) months of the unit member's monthly base pay, as listed in the salary schedule. Eligibility to receive the additional cash payment requires the POA unit member to provide the following:

1. Submit a written notice of retirement form to their supervisor and to Human Resources at least ninety (90) days in advance, indicating their retirement date.
2. The notice must indicate the unit member's desire to participate in the Retirement Notice Incentive
3. Be at work each day to provide transitional support to the District during their final ninety (90) day period of service.

If a unit member has previously submitted a leave request, which was approved/authorized prior to submitting their retirement notice, such leave shall be reviewed by their supervisor **with the up-line Cabinet member** to confirm if the approved time can still be taken and how absences will impact the ability for the POA unit member to remain eligible for the Retirement Notice Incentive. ~~The final decision on eligibility will remain with the Vice-Chancellor of Human Resources and will be based on the three (3) criterion listed for eligibility.~~

During the final ninety (90) days of employment, time off for absences will be restricted to ensure the transition of work. Requests to be absent on any type of leave requiring pre-approval shall require the approval of the Cabinet member who has overall responsibility of the area/department/division/campus in which the employee works.

In no event shall the combination of leaves/absences exceed a total of eighty (80) hours during the final ninety (90) days of service.
Failure to maintain absenteeism below eighty (80) hours during the final ninety (90) days of service shall eliminate the employee's eligibility for the Early Retirement Notice Incentive bonus.

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