



**2022-2025**

**Collective Bargaining Agreement**

**between**

**Contra Costa Community College District**

**and**

**AFSCME/Public Employee Union Local One**

**Police Officers Association**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SECTION</u>
<b>1: RECOGNITION</b>	
<u>Recognition as Exclusive Representative</u>	1.1
<u>Negotiate Only with L1POA</u>	1.2
<u>L1POA Recognizes Board as Elected Representatives</u>	1.3
<b>2: SEPARABILITY AND SAVINGS</b>	
<u>Separability and Savings Clause</u>	2.1
<u>Renegotiate Invalidated Section(s)</u>	2.2
<b>3: WAIVER OF BARGAINING</b>	
<u>Full and Complete Agreement</u>	3.1
<u>Waiver to Bargain</u>	3.2
<u>Department Policy Manual (Lexipol)</u>	3.3
<b>4: CONSULTATION MEETINGS</b>	
<u>Contract Administration &amp; Consultation Meetings</u>	4.1
<u>Requesting a Meeting</u>	4.2
<u>Responding to Request for a Meeting</u>	4.3
<u>Each Party Can Have Three Representatives</u>	4.4
<b>5: PAST PRACTICES</b>	
<u>No Past Practice</u>	5.1
<u>Past Obligations Mutually Rejected</u>	5.2
<b>6: MAINTENANCE OF OPERATIONS</b>	
<u>Continued &amp; Uninterrupted District Operations</u>	6.1
<u>Lock-Out</u>	6.2
<u>No Strikes or Job Actions</u>	6.3
<u>Right to Seek Judicial Relief</u>	6.4
<u>No Wages/Benefits During Job Actions</u>	6.5
<b>7: ORGANIZATION RIGHTS</b>	
<u>Distribution of Materials</u>	7.1
<u>Union Use of the Internal Mail System</u>	7.1.1
<u>Posting of Materials</u>	7.2
<u>Employee Organization Contract Procedures</u>	7.3
<u>Bulletin Boards</u>	7.4
<u>Use of Facilities</u>	7.5
<u>Orientation and Member Information</u>	7.6
<u>Release Time</u>	7.7
<u>Negotiations</u>	7.7.1
<u>Grievance Processing</u>	7.7.2
<u>Release Time for L1POA President</u>	7.7.3
<u>Organizational Security</u>	7.8
<u>Official Records</u>	7.9
<u>Post Requirements</u>	7.10
<u>Paper Screening Process and Use of Other Unit Members</u>	7.11

**ARTICLE**

**SECTION**

Screening Interview Committees	7.12
<b>8: MANAGEMENT RIGHTS</b>	
Limited Only by Specific/Express Terms of Contract	8.1
Enumeration of Management Rights	8.2
Emergency Powers	8.3
Grieve Declaration of Emergency	8.4
Physical Examination	8.5
Probationary Period	8.6
<b>9: LEAVES</b>	
Bereavement Leave	9.1
Jury Duty and Witness Leave	9.2
Personal Necessity Leave	9.3
Religious Leave	9.4
Industrial Accident or Illness	9.5
Sick Leave	9.6
Extended Sick Leave	9.7
Quarantine Leave	9.8
Holiday Leave	9.9
Vacation Leave	9.10
Educational Leave	9.11
Health Leave	9.12
Maternity Leave	9.13
Paternity Leave	9.14
Adoption Leave	9.15
Voluntary Emergency Leave Program	9.16
Family Leave	9.17
Military Leave	9.18
Parental Leave	9.19
<b>10: GRIEVANCE PROCEDURE</b>	
Purpose	10.1
Definitions	10.2
Grievance	10.2.1
Grievant	10.2.2
Day	10.2.3
Immediate Supervisor	10.2.4
Time Limits	10.3
Other General Provisions	10.4
Employee Legal Rights	10.4.1
Representation by L1POA	10.4.2
Grievance Processing Limits	10.4.3
Procedural Steps	10.5
Informal Conference (Level I)	10.5.1
Formal Level (Level II)	10.5.2
Chief of Police and Chief Human Resources Officer (Level III)	10.5.3
Chancellor Level (Level IV)	10.5.4
Fact Finding Level (Level V)	10.5.5

**ARTICLE**

**SECTION**

Governing Board Level (Level VI)\_\_\_\_\_ 10.5.6

**11: JOB OPENINGS/PROBATION**

<u>Probationary Employees' Rights Under This Article</u>	11.1
<u>Involuntary Transfers</u>	11.2
<u>Voluntary Transfers</u>	11.3
<u>Job Openings – Non-Transfer Opportunities</u>	11.4
<u>Determination of Recruitment Type</u>	11.4.1
<u>Open Recruitment</u>	11.4.2
<u>Internal Candidate Who Moves to Another Classification</u>	11.5
<u>Recruitment Postings</u>	11.6
<u>Screening Measures</u>	11.7
<u>Career Planning and Upward Mobility Program</u>	11.8
<u>Training</u>	11.9
<u>Educational Incentives</u>	11.10
<u>Tuition Reimbursement for CCCCDC Classes</u>	11.10.1
<u>Educational Stipend</u>	11.10.2

**12: NON-DISCRIMINATION**

<u>Parties Agree to Abide by Federal Civil Rights Act</u>	12.1
<u>L1POA Does Not Discriminate</u>	12.2
<u>District Does Not Discriminate</u>	12.3
<u>District May Expand Panels</u>	12.4
<u>District May Meet with L1POA to Provide Information</u>	12.5
<u>Sexual Harassment Shall be Considered Discrimination</u>	12.6
<u>Non-Discrimination/Harassment</u>	12.7
<u>Mutual Respect</u>	12.8

**13: LAYOFF AND REEMPLOYMENT**

<u>Reason for Layoff</u>	13.1
<u>Forms for Layoff</u>	13.2
<u>Notice of Layoff</u>	13.3
<u>Order of Layoff</u>	13.4
<u>Adjusted Classification Hire Date</u>	13.4.1
<u>Classification Hire Date</u>	13.4.2
<u>Regular Hire Date</u>	13.4.3
<u>Seniority Draw</u>	13.4.4
<u>Bumping Rights</u>	13.5
<u>Reemployment Rights Are From 39 to 63 Months</u>	13.6
<u>Use of Reemployment Rights</u>	13.7
<u>P.O.S.T Standing Prior to Reemployment</u>	13.8
<u>Reemployment After Voluntary Separation</u>	13.9
<u>Rehire Requirements</u>	13.9.1

**14: EVALUATION**

<u>Goal</u>	14.1
<u>Objectives of Evaluation System</u>	14.2

<u>ARTICLE</u>	<u>SECTION</u>
Procedure_____	14.3
Probationary Employees_____	14.3.1
Permanent Employees_____	14.3.2
Evaluation Forms_____	14.3.3
Evaluation Shall be Discussed with Employee_____	14.3.4
<b>15: PERSONNEL FILES</b>	
One Official Personnel File_____	15.1
Employee Background Investigation and Psychological Examination_____	15.1.1
No Adverse Action_____	15.2
Opportunity to Comment_____	15.3
Right to Examine Personnel File_____	15.4
Materials Employees Cannot Review_____	15.4.1
Authorized Employee Representative Can Review File_____	15.4.2
Free Copy of Derogatory Material Provided in Adverse Action_____	15.4.3
Materials Shall be Dated_____	15.5
Time Limit on Use of Derogatory Material for Adverse Action_____	15.6
Confidentiality of Personnel Files_____	15.7
Application of Public Safety Officers' Procedural Bill of Rights (POBRA)_____	15.8
<b>16: DISCIPLINARY ACTION</b>	
Progressive Intervention_____	16.1
Causes_____	16.2
Disciplinary Notice_____	16.3
Demand for Preliminary Hearing_____	16.4
Preliminary Hearing_____	16.5
Notice of Decision of Preliminary Hearing_____	16.6
Demand for Evidentiary Hearing (Administrative Appeal)_____	16.7
Evidentiary Hearing (Administrative Appeal)_____	16.8
Hearing Held Within Thirty Days_____	16.8.1
Hearings Are Normally in Closed Session_____	16.8.2
Presiding Officer_____	16.8.3
Employee Shall Have Rights to Representation_____	16.8.4
Evidentiary Hearing (Administrative Appeal) Procedure_____	16.9
Evidentiary Hearing (Administrative Appeal) Decision_____	16.10
Arbitrator's Decision_____	16.10.1
Board Sub-Committee_____	16.10.2
Board Receiving a Recommendation from Sub-Committee or Arbitrator_____	16.10.3
Board Acting as a Hearing Body_____	16.10.4
Temporary Removal_____	16.11
Limits on Disciplinary Action_____	16.12
Compliance with Public Safety Officers' Procedural Bill of Rights_____	16.13
<b>17: ASSIGNMENTS</b>	
Change of Assignment_____	17.1
Working Out of Classification (Out of Class Assignment)_____	17.2
Out of Class Assignments_____	17.2.1

**ARTICLE**

**SECTION**

Temporary Additional Duties_____	17.2.2
Police Services Officer Shift and/or Location Change_____	17.3
Police Services Officer Duty for Another Agency_____	17.4
Basic Staffing_____	17.5
<b>18: DAMAGE TO PERSONAL PROPERTY</b>	
Replacement of Personal Property Damaged in Line of Duty_____	18.1
District Not Responsible for Normal Wear and Tear_____	18.2
Employees Must Substantiate Claims_____	18.3
Approval of Claim and Payment_____	18.4
Limitations_____	18.5
<b>19: SAFETY</b>	
Safety is the Responsibility of District_____	19.1
Employee Shall Report Unsafe Conditions_____	19.2
<b>20: SALARY AND BENEFITS</b>	
Salary Schedule_____	20.1
Step Increments_____	20.2
Step Advancement if No Less Than Satisfactory Evaluation_____	20.2.1
Initial Step Placement_____	20.2.2
Demotion Step Placement_____	20.2.3
Longevity Pay_____	20.3
Insurance_____	20.4
Health Benefits Shall Continue During Paid Leaves of Absence_____	20.4.1
Employee May Pay Premiums During Unpaid Leaves of Absence_____	20.4.2
Employee Contribution Towards Medical and Dental Benefits_____	20.4.3
District Contribution Towards Insurance Premiums_____	20.4.4
Salary Continuance Insurance_____	20.4.5
Tax-Sheltered Annuity Programs_____	20.4.6
Retiree Health Benefits_____	20.4.7
Life Insurance_____	20.4.8
Vision Care_____	20.4.9
Dental Insurance_____	20.4.10
Cash Election In-Lieu of Medical Benefits_____	20.4.11
Air Travel Insurance_____	20.4.12
Employee Assistance Program_____	20.4.13
Domestic Partner Coverage_____	20.4.14
Double Coverage_____	20.4.15
Open Enrollment_____	20.4.16
Parking Fees_____	20.5
Uniform Allowance for Police Services_____	20.6
Uniform Allowances_____	20.6.1
Annual Replacements_____	20.6.2
Cleaning of Uniforms_____	20.6.3
Minor Repairs and At Fault Loss of Uniforms/Equipment_____	20.6.4
Replacement of Worn-Out Uniforms_____	20.6.5
Payroll Errors_____	20.7

**ARTICLE**

**SECTION**

Insufficient Payment_____	20.7.1
Overpayment_____	20.7.2
Overtime_____	20.8
Night Work_____	20.9
Call-Back_____	20.10
Judicial Hearings_____	20.10.1
Standby Status_____	20.10.2
Court Cancellations_____	20.10.3
Same Day Callback_____	20.10.4
Special Assignment Differentials_____	20.11
Retirement Plans_____	20.12
Functions Requiring Police and or Security Services_____	20.13
<b>21: SENIORITY DATE</b>	
Seniority Date_____	21.1
<b>22: ALTERNATIVE WORKWEEK SCHEDULES</b>	
Work Week 4/10 Schedule_____	22.1
Fiscal Year_____	22.1.1
Work Week_____	22.1.2
Work Day_____	22.1.3
Overtime After 10 Hours_____	22.1.4
Leave Accounts Charged for Actual Hours_____	22.1.5
Conversion of Leave Days to Reflect 4/10 Schedule_____	22.1.6
Work Times May be Temporarily Adjusted_____	22.1.7
Work Week 3/12 Schedule_____	22.2
Fiscal Year_____	22.2.1
Work Week_____	22.2.2
Work Day_____	22.2.3
Overtime After 12 Hours_____	22.2.4
Leave Accounts Charged for Actual Hours_____	22.2.5
Conversion of Leave Days to Reflect 3/12 Schedule_____	22.2.6
Flexible Work Schedule_____	22.2.7
<b>23: DURATION</b>	
Length of Agreement_____	23.1
Full and Complete Agreement of the Parties_____	23.2
Reopeners_____	23.3
Signatures_____	23.4

## **RECOGNITION**

### Article 1.

- 1.1 **RECOGNITION AS EXCLUSIVE REPRESENTATIVE:** The Governing Board of the Contra Costa Community College District, hereinafter referred to as the "Board" or the "District," hereby recognizes the American Federation of State, County, and Municipal Employees (AFSCME) Public Employees Union, Local No. 1, representing the Sworn Police Officer's Classification, hereinafter referred to as the "L1POA," as the sole and exclusive bargaining representative of employees in the-, classification of Sworn Police Services Officer .
  
- 1.2 **NEGOTIATE ONLY WITH L1POA:** The District agrees not to negotiate with any other organization in matters upon which L1POA is the exclusive representative, and agrees not to negotiate with any member of the unit individually during the duration of the Agreement on matters subject to negotiations.
  
- 1.3 **L1POA RECOGNIZES BOARD AS ELECTED REPRESENTATIVES:** L1POA recognizes the Board as the duly-elected representative of the people, and agrees to negotiate only with the Board representatives officially designated by the Board to act in its behalf. L1POA further agrees that neither it nor any of its members or agents will attempt to negotiate privately or individually with the Board, any Board member, administrator, or other persons not officially designated by the Board as its representative.

## **SEPARABILITY AND SAVINGS**

Article 2.

- 2.1 **SEPARABILITY AND SAVINGS CLAUSE:** 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.
  
- 2.2 **RENEGOTIATE INVALIDATED SECTION(S):** In the event of invalidation of any article or section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after each determination for the purpose of arriving at a mutually agreeable resolution to the invalidated or statutorily changed section.

## **WAIVER OF BARGAINING**

### Article 3.

- 3.1 **FULL AND COMPLETE AGREEMENT:** This Agreement shall constitute the full and complete commitment between both parties. This Agreement may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- 3.2 **WAIVER TO BARGAIN:** During the term of this Agreement, the Board and L1POA expressly waive and relinquish the right to bargain collectively on any matter:
- 3.2.1 Whether or not specifically referred to or covered in this Agreement;
  - 3.2.2 Even though not within the knowledge or contemplation of either party at the time of negotiations;
  - 3.2.3 Even though during negotiations the matters were proposed and later withdrawn;
  - 3.2.4 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District.
  - 3.2.5 It is also understood that the District will not change, alter, amend, or otherwise invalidate any written District policy within the scope of representation for the duration of this Agreement.
  - 3.2.6 Such waiver does not preclude bargaining collectively for subsequent, new collective bargaining agreements during the term of the Agreement.
- 3.3 **Department Policy Manual (Lexipol):** The Board and L1POA recognize the Police Services Department Policy Manual as the Official Operational Manual for Police Services Personnel.
- 3.3.1 The Board and L1POA recognize Law Enforcement is a dynamic field and has contracted with a third party "Lexipol" for the maintenance of Department policies. Lexipol Updates occur semi-annually. Updates are categorized as Legal Mandates, Best Practices, and Department Discretionary Policies.
  - 3.3.2 Updates deemed Legal Mandates are subject to article 3.2 Waiver to Bargain and shall be implemented notwithstanding article 3.2.5.
  - 3.3.3 Updates deemed to be Best Practices or Department Discretionary Policies are subject to meet and confer with L1POA, with notice provided at least 30 days prior to the intended date of implementation.
  - 3.3.4 Management shall provide access to the policies and provide training on their

implementation. Employees shall acknowledge and adhere to all policies contained in the Department Policy Manual.

- 3.3.5 The Police Chief's directives that have an implementation lasting more than 90 days shall be added to the Department Policy Manual as Discretionary Department Policies with an expiration date. Accordingly, any mutually agreed side letters between management and L1POA shall also be recorded within the Department Policy Manual with an expiration date at the next bi-annual Lexipol update. At the next bi-annual Lexipol update (or prior to the expiration date), the District and L1POA shall meet and confer to discuss any extension of directives or permanent additions to the Department Policy Manual.

## **CONSULTATION MEETINGS**

Article 4.

- 4.1 **CONTRACT ADMINISTRATION & CONSULTATION MEETINGS:** The parties agree that administration of the contract may be facilitated by consultation meetings. Either party may request a consultation meeting where they believe a resolution of a problem or problems may be feasible.
- 4.2 **REQUESTING A MEETING:** The party requesting a meeting shall, in writing, submit an agenda with sufficient detail to allow an understanding of the problem or problems to be discussed and the date, place and time requested for the meeting.
- 4.3 **RESPONDING TO REQUEST FOR A MEETING:** The receiving party shall, within three (3) work days, notify the requesting party of agreement or non-agreement to the meeting or the date, time or place.
- 4.4 **EACH PARTY CAN HAVE THREE REPRESENTATIVES:**
- Each party shall have up to three (3) representatives at any such meeting, unless mutually agreed to prior to the meeting.
- Any such meeting is not intended to bypass the Grievance Procedure, nor shall they be intended to constitute any invitation to be used as new negotiations sessions or to renegotiate valid provisions of this Agreement.

## **PAST PRACTICES**

### Article 5

- 5.1 **NO PAST PRACTICE:** Nothing contained in this Agreement shall be interpreted as to imply or permit the invocation of past practice, or tradition, or accumulation of any employee rights or privileges other than those expressly stated herein.
  
- 5.2 **PAST OBLIGATIONS MUTUALLY REJECTED:** The parties agree that past practices, standards, obligations and commitments of the District to its employees relating to this contract are rejected mutually as a condition of entering into this Agreement, except as they are expressly stated herein.

## **MAINTENANCE OF OPERATIONS**

### Article 6.

- 6.1 **CONTINUED & UNINTERRUPTED DISTRICT 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.
- 6.2 **LOCK-OUT:** The District agrees it shall not, during the term of this Agreement, lock-out any employee or employee group as a result of a strike by other District employees.
- 6.3 **NO STRIKES OR JOB ACTIONS:** L1POA agrees that neither L1POA, nor any person acting in its behalf, will cause, authorize, engage in, sanction, nor will any of its members take part in, at the request of L1POA, a strike against the District, or the concerted failure to report for duty, or willful absence from his/her duties of employment.
- 6.4 **RIGHT TO SEEK JUDICIAL RELIEF:** Nothing contained in this Agreement shall be construed to restrict or limit the District or L1POA in its right to seek and obtain such 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 and/or discharge any employee for violation of this Article.
- 6.5 **NO WAGES/BENEFITS DURING JOB ACTIONS:** Employees shall not be entitled to any wages or benefits whatsoever, including but not limited to, life insurance, health insurance, vacation, wages or any other compensation, while engaged in any strike, concerted failure to report for duty or other willful absence from their duties of employment, provided however that this provision does not apply to continuation of health and medical benefits to which employees participating in an authorized strike are expressly entitled pursuant to California Government Code section 3140 *et seq.*,

## ORGANIZATIONAL RIGHTS

### Article 7

- 7.1 DISTRIBUTION OF MATERIALS: L1POA may distribute organizational literature on District property, exclusive of work areas, provided there is no interference with District business. No one shall be allowed to distribute materials in a manner that distracts employees while performing their duties. Literature and similar materials may be distributed only in site location(s) designated by the Chief of Police or designee, and the individual authorized to distribute the materials shall sign them.
- 7.1.1 Union Use of the Internal Mail System: L1POA shall have the right to reasonable use of the District's internal mail system for purposes of communicating to its members on lawful activities. The use of the internal mail system must be in conformance with applicable PERB and U.S. Postal Service laws and regulations.
- 7.2 POSTING OF MATERIALS: Posting of organizational recruiting notices, posters and similar materials will be permitted only on designated bulletin boards or other appropriate areas as determined by the Chief of Police or designee. Space and time limitations may be invoked if necessary.
- 7.3 EMPLOYEE ORGANIZATION CONTRACT PROCEDURES: L1POA shall provide the Chief of Police or designee the name(s) of recognized employee organization representative(s) authorized to discuss organizational matters with L1POA employees. Each notification shall include a statement agreeing to comply with Section 7.1.
- 7.3.1 Authorized representatives shall, upon arriving on campus or at the District Office, report initially to the Chief of Police or designee, if possible, providing appropriate information regarding length, place, and purpose of visit.
- 7.3.2 L1POA representatives may engage in recruiting activities on District property provided they do not interfere with employees during hours of duty assignment. Recruiting contacts shall not be made with employees while on duty. Representatives may contact employees who are off duty, before or after work, during coffee breaks, or during the lunch break.
- 7.4 BULLETIN BOARDS: L1POA may use designated bulletin boards to announce meetings and to provide appropriate information to its membership.
- 7.5 USE OF FACILITIES: Advance request for use of District facilities must be made in accordance with established District procedure whenever an employee organization wishes to schedule use of a District facility to conduct organizational meetings and related activities. No rental charge will be made for use of District facilities immediately before or after the workday. After 5:00 p.m., any additional cost to the District for services shall be charged to L1POA in accordance with policy in regard to other non-profit organizations for using the facility.
- 7.6 ORIENTATION AND MEMBER INFORMATION: The District will make available a written statement to each new employee hired into the L1POA bargaining unit, stating that the employee's classification is represented by L1POA and the name of a representative of L1POA.

- 7.6.1 The District will provide written notice to L1POA of all new employee orientations for unit employees at least ten (10) calendar days prior to the event. The District may provide less than ten (10) calendar days' notice to L1POA in instances where there is an urgent need critical to the District's operation that was not reasonably foreseeable. In the event that the District provides less than ten (10) calendar days' notice and L1POA is unable to attend the orientation because of the short notice, L1POA will be provided with the opportunity to meet with new employees before or after the orientation for up to thirty (30) minutes during District time. In any month in which a previously-scheduled new employee orientation is cancelled by the District, the District shall provide L1POA with the names of scheduled attendees in classifications represented by L1POA and L1POA will be provided with the opportunity to meet with each new employee for up to thirty (30) minutes during District time at that employee's work site.
- 7.6.2 The new employee orientation notice provided to L1POA will include the date, time, and location of the orientation.
- 7.6.3 Representatives of L1POA will be permitted to make a presentation of up to thirty (30) minutes, and may provide written materials to new employees during a portion of the orientation for which attendance is mandatory.
- 7.6.4 The District shall within 30 days of hiring an employee make available electronically to L1POA the job title; department; work location; work, home and personal cell phone number on file of the new hire. In addition, the District shall make available electronically updated Bargaining Unit information to L1POA. The updated information shall include the name; updated information shall include the name; job title; work location; home address; work, home and personal cell phone number; and personal email address on file for District employees represented by L1POA. If the District does not have the home and personal cell phone number or the personal email address on file, this information shall not be provided.
- 7.6.5 The parties agreed that any disputes regarding changes in the New Employee Orientation process shall be subject to the Grievance Procedure of this CBA, and shall be submitted at the First Formal Step of the Grievance Procedure.
- 7.7 **RELEASE TIME:** The following procedures shall apply for release time:
- 7.7.1 **Negotiations:** No paid release time shall be used or granted to L1POA representatives for negotiations preparation. L1POA shall have the right to designate three (3) employees who shall be given reasonable released time or compensation to participate in negotiations. The 4CD Chief Human Resources Officer and L1POA President will meet and confer annually to determine number of negotiation meetings and release time or compensation for L1 POA negotiators.
- 7.7.2 **Grievance Processing:** No paid release time shall be used by L1POA representatives for grievance investigation or preparation. An authorized L1POA representative and the grievant shall be released from their regular work duties, with pay, where resolution meetings are scheduled by management during their working hours.

7.7.3 Release Time for L1POA President: The District will provide up to sixty (60) hours of release time each fiscal year for the L1POA President or his designee, for negotiations, grievance processing, meetings with District representatives, and other representation activities. In exchange for this release time, L1POA agrees that the President will be reasonably available for meetings and discussions with the District on employer-employee relations issues, and will have the authority to reach agreement with the District on the settlement of grievances, complaints, disciplinary actions, etc. In addition, the President shall have the authority to review and provide timely comments on classification specifications submitted by the District for review.

7.7.4 4CD and L1POA agree to automatically reopen and revisit the provisions detailed in Article 7.7 as part of negotiations for 2024-2025.

7.8 ORGANIZATIONAL SECURITY: The following organizational security provisions shall apply to all unit members.

7.8.1 The District shall, prior to or at the time an individual's employment in the bargaining unit commences, furnish to each such employee a membership application/dues authorization enrollment card provided by L1POA.

7.8.2 L1POA shall, by the 15<sup>th</sup> day of each month, provide the District with a listing of new or withdrawing union members, upon which listing the District shall take action to commence or cease deductions in that month. L1POA hereby certifies that each employee whose name is presented for deductions has signed a written authorization which authorizes L1POA to request that the District deduct from his/her salary or wages the amount specified by L1POA. L1POA has and will maintain an authorization on behalf of each such employee.

7.8.3 L1POA agrees to furnish a "Certification Form" to the District, certifying the amount of L1POA dues and fees for any services provided by L1POA to bargaining unit members. Such certification shall be furnished annually, and also upon any change in such dues, or assessments, or upon determination of amounts representing any other services provided by L1POA. The certification shall contain substantially the following language:

"CERTIFICATION OF DUES, SERVICE FEES, FEES FOR ANY OTHER SERVICES PROVIDED BY L1POA TO EMPLOYEES IN THE L1POA BARGAINING UNIT:

L1POA certifies that the monthly dues for employees in the L1POA bargaining unit is \$\_\_\_\_\_.

L1POA certifies that the fee, assessment and/or charge for other services provided by L1POA for employees in the L1POA bargaining unit is \$\_\_\_\_\_.

The above amounts are to be deducted or paid by bargaining unit employees in the following manner:

Effective Date:

Date of Certification:

Date of Delivery to District:

\_\_\_\_\_  
(Authorized Officer)

SIGNATURE

- 7.8.4 Certification of changes in the amount of monthly dues, assessments or fees for other services provided by L1POA shall be delivered to the District by L1POA at least 30 calendar days prior to the day pay warrants reflecting such changes will be issued.
- 7.8.5 District agrees that during the life of this contract, as provided in this Article, the District will deduct each month an amount equal to monthly and periodic dues, assessments, and fees for other services provided by L1POA in a uniform amount from the pay warrant of each union member, based upon the certification provided by L1POA as set forth above.
- 7.8.5.1 All dues and fees deducted by the District pursuant to this Article shall be remitted to L1POA once each month, on or before the 15th calendar day following the pay date on which the deductions were made. The District shall remit such sums to L1POA at the address provided by L1POA to the District, and the District shall accompany each remittance with the name of each employee and the amount of money deducted from that employee's pay warrant.
- 7.8.6 L1POA agrees the District shall not be liable to L1POA pursuant to this Article for the payment of any sums other than those constituting actual deductions from the pay warrants of union members made pursuant to this Article.
- 7.8.7 L1POA agrees it shall indemnify and hold the District harmless from any liability arising from any and all claims, demands, lawsuits or other actions arising from implementation or compliance with this Article, or District reliance on any list, notice, certification or authorization furnished under this Article. L1POA further agrees to refund to the District any sums paid to L1POA in error by the District.

7.8.8 PEOPLE DEDUCTION

The District agrees to deduct voluntary contributions to the American Federation of State, County and Municipal Employees International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee, upon receipt of an individual written authorization card, voluntarily executed by the employee.

Monies deducted shall be remitted to L1POA within thirty (30) days of the date they are deducted.

Payments shall be made to the Treasurer of PEOPLE and transmitted to the address provided by AFSCME.

The District shall make available to L1POA/AFSCME a report identifying individual contributors.

An employee shall have the right to revoke such authorization at any time by giving written notice to the district. The District's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues deductions.

- 7.9 OFFICIAL RECORDS: Board minutes and fiscal reports approved by action of the Board shall be available for L1POA review. The District shall furnish L1POA with one (1) copy of all official Board minutes and one (1) copy of each Board agenda "packet," excluding all confidential information or materials as defined by applicable law.
- 7.10 POST REQUIREMENTS: The District and L1POA agree that they shall abide by and be subject to all POST requirements.
- 7.11 PAPER SCREENING PROCESS AND USE OF OTHER UNIT MEMBERS: The procedure for recruitment/selection of classified employees includes a process where District Human Resources performs all application screening, including paper screening of submitted application packets. The District recognizes that L1POA has an interest in supporting effective recruitments to fill unit vacancies. Towards that end, the parties agree that after District Human Resources has completed the paper screening of applications for a particular recruitment for any unit position, a mutually agreed upon unit employee representing L1POA shall review the results within 24 hours and submit any questions or complaints to the assigned District Human Resources Representative. District Human Resources shall answer any questions that might be raised by L1POA representative and investigate any complaints raised by L1POA representative. Questions and complaints will be answered in a reasonable time frame, which both sides agree shall be no more than five (5) working days. The recruitment process may then continue.
- 7.11.1 No other represented bargaining unit members shall be allowed to participate in the application screening or any other recruitment/selection process to fill L1POA represented positions except as noted below.
- 7.11.2 If the District believes that an oral interview panel screening process would be enhanced by the inclusion of another represented bargaining unit member, the District will make a recommendation to L1POA and L1POA shall either agree or disagree with that recommendation within 24 hours. If there is no agreement, then no other represented bargaining unit members shall participate in the recruitment/selection process.
- 7.12 SCREENING INTERVIEW COMMITTEES: An L1POA representative shall sit on all screening interview committees for Police Services Officer positions. L1POA reserves the right to designate the L1POA representative. Section 7.12 does not pertain to members of the hiring committee.
- 7.12.1 The manager in charge of the hiring process will make a tentative selection of an L1POA unit member to sit on the Screening Interview Committee. The person selected should have particular expertise regarding the position. The manager will then notify the

L1POA Vice President of the selection and ask for union approval. Since time is usually of the essence in hiring, this notification can be done by phone, with a follow-up memo or e-mail. If the L1POA Vice President does not agree, another selection will be made. The same process will be followed until a mutually-agreeable choice is found.

- 7.12.2 If the oral screening committee and the final hiring oral process are combined into one, an L1POA representative shall still be allowed to participate.

## **MANAGEMENT RIGHTS**

### Article 8

- 8.1 **LIMITED ONLY BY SPECIFIC/EXPRESS TERMS OF CONTRACT:** L1POA recognizes and agrees that the exercise of the express and implied legal powers, rights, duties and responsibilities by the Board, e.g., the adoption of policies, rules, regulations and practices in furtherance of these powers, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.
- 8.2 **ENUMERATION OF MANAGEMENT RIGHTS:** L1POA recognizes and agrees that the District powers, rights, authority, duties and responsibilities include, but without limiting the generality of the foregoing, the exclusive right to manage its operation; direct, select, decrease and increase the workforce, including but not limited to, hiring, demotion, suspension, layoff, or discharge; to maintain discipline and efficiency of employees, to prescribe rules to that effect, to establish and change standards, to determine the qualifications of employees; the right to make all plans and decisions on matters involving its operations; to determine solely the extent to which the facilities of any department thereof shall be operated, the additions thereto, the removal of equipment, the outside purchase of products or services, the scheduling of operations, the means and processes of operations, the materials to be used, and the right to introduce new, or improved, methods and facilities, and to change or alter any existing methods and facilities; to regulate quality and quantity of services and to otherwise take any actions desired to run the entire operation efficiently.
- 8.3 **EMERGENCY POWERS:** L1POA recognizes and agrees that the District retains its rights to amend, modify or rescind policies and practices referred to in this Agreement in case of emergency. An emergency is considered an Act of God, a natural disaster, or other dire interruption of the District program (dire interruption shall not include strike by other employee organizations or students). The Chancellor, College Presidents, or their designees may declare the scope and duration of the emergency. Employees released from duty due to a partial, complete building, or site closure will be eligible for paid administrative leave for regularly scheduled shifts for up to five workdays. Employees working any or all of their regularly scheduled shifts during an emergency will be compensated at their regular rates. Where an emergency is declared, the District shall immediately notify and consult with L1POA. L1POA agrees it will abide by such emergency decisions of the Board during the time of the declared emergency.
- 8.4 **GRIEVE DECLARATION OF EMERGENCY:** The District agrees that in regard to a declared emergency and decisions made therein, L1POA shall have the right to subject such declaration and decisions made therein to the provisions of the "Grievance Procedure," Article 10, herein.
- 8.4.1 The District agrees to maintain a disaster preparedness plan(s) which shall address the emergency needs and procedures of each college and the District Office and to provide a copy of the same to L1POA.
- 8.5 **PHYSICAL EXAMINATION:** An employee may be required by the District to be examined by the

District physician(s) and/or psychologist(s) at any time while in paid or unpaid status. The cost of this or any subsequent examination required by the District shall be paid by the District.

- 8.6 8.6 PROBATIONARY PERIOD. All regular employees newly hired or promoted into an L1POA unit position shall serve a one-year (twelve (12) month) probationary period. Probationary employees shall be evaluated at the completion of the third (3rd) month of service, the completion of the sixth (6th) month of service, the completion of the ninth (9th) month of service, and a final probationary evaluation at the completion of the eleventh (11th) month of service (see Evaluations).

## LEAVES

### Article 9

- 9.1 **BEREAVEMENT LEAVE:** Employees may be granted, without loss of salary or other benefits, leave of absence not to exceed five (5) working days per occurrence on account of death of any member of the member's immediate family. These five (5) days of bereavement leave do not need to be taken consecutively.
- 9.1.1 "Member of the immediate family" as used in this section means (1) the parent, grandparent, or grandchild of the employee or the employee's spouse or domestic partner (as defined in this contract), (2) the spouse, domestic partner (as defined in this contract), child, child-in-law, , sibling, or sibling-in-law of the employee, or (3) any other relative living within the immediate household of the employee. The above definition of family may be by blood, marriage, foster family, legal guardianship, a person who stood *in loco parentis* to an employee, or step-family relationship.
- 9.1.2 A one-day (1 day) extension of bereavement leave may be requested by the employee. Such extension shall be with salary for the period of time covered by the extension, including the above, when approved by the Chief Human Resources Officer or designee.
- 9.1.3 For occurrences not covered by "Bereavement Leave," see Personal Necessity Leave (9.3), Sick Leave (9.6), or Vacation Leave (9.10).
- 9.2 **JURY DUTY AND WITNESS LEAVE:** When regularly called for jury duty or as a witness in the manner provided by law, employees shall be granted a leave of absence without loss of pay for the time the employee is required to perform jury duty or act as a witness during the employee's regularly assigned working hours.
- 9.2.1 Requests for jury duty or witness leave should be made by presenting, as soon as possible, the official court summons to the employee's immediate supervisor and to the District Payroll Office through regular administrative channels.
- 9.2.2 Reimbursement to the District of any monies earned as a juror, or witness, except mileage or meals, shall be made by the employee.
- 9.2.3 An employee regularly called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall he/she be discriminated against in any way for not seeking such exemption.
- 9.2.4 Employees who work a schedule other than the day shift shall be given allowance for having served on jury or witness leave during the day. For every hour on jury or witness leave during any one day, the employee shall be granted one hour of release time on his/her subsequent swing or graveyard shift schedule taking place within the same calendar day (up to the maximum number of regular hours an employee normally works).
- 9.3 **PERSONAL NECESSITY LEAVE:** An employee may be granted a maximum of fifty-six (56) hours of leave of absence in any school year without loss of pay, in cases of personal necessity. Such

leave shall be deducted from the employee's accumulated sick leave hours.

9.3.1 Personal necessities include:

9.3.1.1 Serious illness or death of a member of the immediate family (as defined in 9.1.1, above); or

9.3.1.2 An accident involving the employee's person or property, or the person or property of a member of their immediate family; or

9.3.1.3 Appearance in court as a litigant; or

9.3.1.4 Serious illness or death of an individual who is not a member of the employee's immediate family (as defined 9.1.1, above), but is considered to be closely associated to the member and/or his or her family; or

9.3.1.5 Special religious observances of the employee's faith.

9.3.2 Usage of such leave shall be at the election of the employee. However, reasonable notice in advance is required, where possible, and District approval must be obtained prior to the leave payment being processed.

9.3.3 This leave specifically does not include any recreational use nor any use related to present or prospective employment. Such leave as applied or used, and/or granted, must be matters which cannot be accomplished other than during the employee's regular working hours, or, deferred to a more convenient date or time to accommodate the regular work schedule.

9.4 **RELIGIOUS LEAVE:** An employee may request personal necessity leave, vacation leave, or compensatory time for special religious observances of the employee's faith falling on a regular working day. If no such leave is available, the employee may request unpaid leave. Requests for religious leave may not be arbitrarily or capriciously denied.

9.5 **INDUSTRIAL ACCIDENT OR ILLNESS:** Employees shall be eligible to receive up to sixty (60) days leave with pay for the same accident. An industrial accident or illness is defined as one where the employee becomes ill or is injured while he/she is serving the District, and the accident or illness is reported to the Contra Costa County Schools Insurance Group (or another insurance carrier so designated by the District) in accordance with their regulations, and the Contra Costa County Schools Insurance Group accepts responsibility for the treatment of the employee.

9.5.1 Industrial accident or illness leave will commence on the first (1st) day of absence. Allowable leave shall not be accumulated from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

9.5.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this state, exceed the normal wage for the day. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under workers' compensation.

- 9.5.3 The industrial accident or illness leave of absence is used in lieu of entitlement acquired under Section 88191 of the California Education Code or Section 9.6 of this contract. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if any employee is receiving workers' compensation, he/she shall be entitled to use only so much of his/her accumulated or available sick leave, accumulated compensating time, vacation, or other available leave, which, when added to the workers' compensation award, provides for a full day's wage or salary.
- 9.5.4 Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee.
- 9.5.5 During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off, or other available leave provided by law, or the action of the District, the employee shall endorse to the District wage loss benefit checks received under the workers' compensation laws of this state. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.
- 9.5.6 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, he/she shall be employed 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 a lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations. An employee who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed. The District shall require certification by the attending physician that the employee is medically able to return to and perform the duties of his/her position. The District shall have the right to confirm through its doctors the employee's medical condition and ability to perform the functions of the job by a physical examination(s) paid for by the District.
- 9.5.7 Any employee receiving benefits provided in this section shall, during periods of injury or illness, other than for periods of no more than three (3) consecutive days, remain within the State of California, unless approved in advance by the Chief Human Resources Officer or designee.
- 9.5.8 Upon formal written petition of the employee, the District reserves the right, in its sole discretion, based upon each individual case and facts presented, to grant an employee extension of leave of absence for industrial accident or illness leave.
- 9.6 SICK LEAVE: Employees employed 40 hours per week shall be entitled to 96 hours leave of absence for illness or injury with full pay for a fiscal year of service. This entitlement shall be credited at the commencement of employment or at the start of each succeeding fiscal year (July 1) to full-time employees. Fractional assignments shall receive proportionate leave entitlement.

- 9.6.1 Employees employed 40 hours a week for less than a full fiscal year are entitled to that proportion of 96 hours leave of absence for illness or injury as the number of months employed bears to twelve.
- 9.6.2 Employees employed less than 40 hours a week shall be entitled, for a fiscal year of service, to that proportion of 96 hours leave of absence for illness or injury as the number of hours employed per week bears to 40 hours. When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.
- 9.6.3 Pay for any day of such absence shall be the same as the pay that would have been received had the employee served during the day. Credit for leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the year. New employees of the District shall not be eligible to take more than 48 hours, or the proportionate amount to which they may be entitled under this policy, until the first (1st) day of the calendar month after completion of six (6) complete months of active service with the District.
- 9.6.4 If the employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.
- 9.6.5 Sick leave may be used for visits to medical doctors, dentists, optometrists, oculists, chiropodists, chiropractors, psychiatrists and Christian Science practitioners. Such leave shall be reasonably scheduled so as to interfere as little as possible with the operations of the District and shall be of reasonable duration. Where possible, employees shall provide at least five (5) days advance notice of medical appointments under this section.
- 9.6.6 All sick leave absence shall be reported in writing on District-determined forms to the Chief of Police or designee. The District reserves the right to require medical verification of illness for any absence of 40 consecutive hours, or, where prior written notice has been given an employee, for shorter periods of time where the District believes there appears to be probable cause for requiring such verification.
- 9.6.7 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, are, for all job-related purposes, temporary disabilities and shall be treated as a condition of illness.
- 9.6.8 Employees must be in active employment or on paid leave to earn or use sick leave. Employees on extended illness leave are eligible to earn or use sick leave. Sick leave may be applied only on those days when the employee is required to report for duty but cannot do so because of illness or injury. However, employees who become ill or are injured but are not required to report, such as those on leave or vacation, may use sick leave credited, as stated in 9.10.4, "Vacation" following.
- 9.6.9 Where an employee is separated prior to rendering a complete fiscal year of service, the sick leave entitlement for the partial year shall be that proportion of 96 hours leave as the number of months in the fiscal year he/she was employed bears to twelve (12).

9.6.10 Sick leave entitlement shall be reduced by 8 hours for each month an employee is on personal leave without pay. Entitlement shall be granted for all other leaves.

9.7 EXTENDED SICK LEAVE: If an employee's absence due to either industrial or non-industrial illness or injury extends beyond accumulated leave for this purpose, the employee will be paid at fifty percent (50%) of his/her regular rate for a period not to exceed one hundred (100) working days. The one hundred (100) working day period shall run concurrently with other paid leaves. An employee may use vacation accumulation to provide an amount equal to a full day's pay during any time when the employee is on 50% pay status. In no event shall this benefit extend beyond one hundred (100) working days in a fiscal year. A regular classified employee shall be required to present a doctor's report stating the start date of the excused absence and/or any work restrictions and the date the employee is anticipated to be able to return to work and/or be released from restrictions to qualify for these benefits. Upon expiration of paid leaves, the employee may also apply for coverage to the disability insurance carrier, according to its procedures.

9.8 QUARANTINE LEAVE: Regular classified employees shall receive salaries in full when quarantined and/or required to be isolated by city or county health officers because of another's illness, or their own illness. Such quarantine and/or required isolation must be verified by a physician or health officer prior to authorization.

9.9 HOLIDAY LEAVE: Holiday leave provisions shall be as noted below:

9.9.1 Employees in the bargaining unit shall be entitled to the following holidays with pay providing the employee is in a paid status the immediate work day before or the immediate work day following such holiday:

New Year's Day

Martin Luther King's Birthday

Lincoln's Birthday

Washington's Birthday

Indigenous People's Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Day before Christmas

Christmas Day

December 31

- 9.9.2 Regular employees of the District who are not normally assigned to duty during the school holidays during Christmas recess shall be paid for those holidays received by regular classified employees provided they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.
- 9.9.3 It is agreed by the parties that there shall be 40 hours additional Board-granted local classified holidays each fiscal year of this contract that will be granted during the holiday recess period for all police officers.
- 9.9.4 It is agreed that certain positions or classes within Police Services may be required, due to business necessity, to perform services on Board holidays during the Christmas recess period. Any employee required to work on such holidays shall be compensated at the overtime rate of time and one-half (1.5) in addition to his/her regular salary.
- 9.9.5 When a holiday falls on a Sunday, the succeeding workday not a holiday shall be deemed to be a holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be the holiday in lieu of the day observed.
- 9.9.6 Should a holiday as enumerated above or any other day designated by the Governing Board as a public holiday occur while an employee is absent from work because of sick leave, vacation, or any other paid leave of absence, the holiday shall be considered as time worked and shall not be deducted from his/her other paid leave of absence.
- 9.9.7 Employees shall be entitled to the same number of holidays, regardless of whether they work Monday through Friday or some other shift.
- 9.9.8 L1POA unit members will be required to work on any holiday that falls on a regularly scheduled workday. They will be paid time and one-half in addition to regular salary for all holidays worked. If two or more officers are working at the same assigned location and on the same day and hours (double coverage), one or more may elect to observe the holiday. The officer(s) with the highest seniority date electing to observe the holiday may be granted holiday leave with supervisor approval. An officer whose request to observe the holiday is denied may arrange for a voluntary substitute by another Police Services Officer, with 14 days' advance notice to and upon approval of the supervisor.
- 9.9.9 Where a holiday falls on an L1POA unit member's non-work day, that employee may elect to either:
  - 9.9.9.1 Be paid time and one-half in addition to regular salary for the first non-holiday workday following the holiday. If this option is chosen, the first non-holiday workday following the holiday will be designated as the alternate holiday on the employee's monthly absence report, and the employee shall not receive an additional day off.

- 9.9.9.2 Be given time off in-lieu of the holiday at the same ratio as their work schedule bears to full-time (40 hour per week) employees. The actual shift hours and/or days the employee works is irrelevant for calculating in-lieu time off. In-lieu time off shall occur within the same pay period (currently calendar month), with fourteen (14) days advance notice and approval of the employee's supervising Lieutenant.. The in-lieu time off may be before or after the actual holiday. If, due to business reasons, it is not possible to schedule the in-lieu time off within the same pay period, the in-lieu time off may be taken no later than the next pay period (currently calendar month). Such arrangement must be with the concurrence of the employee and their supervising Lieutenant.
- 9.9.10 Pay warrants for December will be distributed between 1:00 p.m. and 5:00 p.m. at the locations' business offices on any regular payday which falls on a day designated for close down, or, which falls on a day other than a legal holiday as specified within the Education Code.
- 9.10 **VACATION LEAVE:** Employees are entitled to vacation allowance with pay. The base date for calculating vacation entitlement shall be established as the first (1st) of the month of employment if employed between the first (1st) and fifteenth (15th) calendar date of that month or the first (1st) of the following month if employed on or after the sixteenth (16th) calendar date of the month.
  - 9.10.1 Employees shall earn vacation leave with pay as follows:
    - 9.10.1.1 For the first two fiscal years of service – 8.67 hours per month (13 days annually)
    - 9.10.1.2 Beginning with the third fiscal year of employment through the 10th fiscal year of employment – 12.0 hours per month (18 days annually)
    - 9.10.1.3 Beginning with the eleventh (11th) fiscal year of employment and thereafter – 16.67 hours per month (25 days annually).
  - 9.10.2 Any paid holiday to which an employee is entitled shall not be charged as a day of vacation.
  - 9.10.3 An employee who becomes seriously ill, or is injured, or has a reoccurrence of an industrial accident or injury, during his/her scheduled vacation period, may request that the time be deducted from his/her earned sick leave and the vacation period be rescheduled at a later date or be extended. The request to the Chief of Police (or designee) shall be accompanied by a statement of a licensed physician to be submitted prior to the employee's return to work stating that the employee was unable to continue his/her scheduled vacation on the dates indicated.
  - 9.10.4 Employees working less than full-time shall be entitled to vacation allowance at the same ratio as their work schedule bears to the allowance of a full-time employee.
  - 9.10.5 An employee must work or be on paid leave of absence in order to earn full vacation leave for that month. An employee in a paid status for less than a month shall accrue vacation for each hour of paid service, excluding overtime as follows:

- 9.10.5.1 For the first two fiscal years of service – 0.050000 hours.
- 9.10.5.2 Beginning with the third fiscal year of employment through the 10th fiscal year of employment – 0.069231 hours.
- 9.10.5.3 Beginning with the eleventh (11th) fiscal year of employment and thereafter – 0.096194 hours.
- 9.10.6 When an employee with accrued vacation leave who has worked in regular status for at least six (6) full months is separated from the District he/she shall be paid for the accrued vacation at his/her current rate of pay. An employee who uses vacation during the first six months of employment and subsequently separates from the District prior to the completion of six full months of employment shall have any vacation taken during this period deducted from his/her final paycheck.
- 9.10.7 Vacation leave, may, with the approval of the District, be taken at any time after it has been earned. If a probationary employee uses vacation prior to the completion of six (6) months of service and then separates from employment with the District prior to six (6) months of service, the employee's final compensation will show a deduction for the used vacation hours.
- 9.10.8 Vacation Leave Approval: All vacation leave must be approved by the District at the convenience of the District so as to disrupt schedules as little as possible. Employees with the most seniority at each location in the District will be given priority in the selection of vacation times. Vacation leave requested for purposes defined in Article 9.3.1.4 shall not be denied arbitrarily or capriciously.
- 9.10.8.1 The District agrees to honor requests from Police Services Officers for vacation time submitted fourteen (14) working days in advance, subject to the following conditions:
- 9.10.8.1.1 No more than one-fifth (1/5) of the full-time officers will be on leave during fall and spring registration periods (approximately two [2] weeks prior to and two [2] weeks following the first day of instruction).
- 9.10.8.1.2 No more than two-fifths (2/5) of the full-time officers will be on leave during other periods unless the District determines it is in the best interest of the District.
- 9.10.9 No employee may normally take vacation leave in excess of twenty-five (25) consecutive working days without scheduling the leave at least six (6) months in advance, and/or with the approval of the Chief of Police or the Chief Human Resources Officer (or designee).
- 9.10.10 Vacation leave, at the option of the employee, may be used to extend sick leave when necessary. However, if vacation leave is taken for purposes of illness or injury, the rules regarding its usage shall be identical to sick leave usage.
- 9.10.11 Vacation leave, up to 80 hours, may be approved by the supervising Lieutenant. Vacation requests for time greater than 80 hours must also receive the approval of the Chief of Police.

9.10.12 Personal Catastrophic Leave Bank: Vacation accrual in excess of maximum (360 hours) will be converted to an employee's Personal Catastrophic Leave Bank.

9.10.12.1 Any hours in an employee's Personal Catastrophic Leave Bank may only be used after an employee has exhausted his/her regular sick leave.

9.10.12.2 The District shall track any hours remaining in an employee's Personal Catastrophic Leave Bank of those employees who retire or separate.

9.10.12.3 The hours rolled into an employee's Personal Catastrophic Leave Bank are not reportable to PERS or STRS.

9.10.13 Employees shall be notified when their accumulated vacation hours have reached 280 hours. Such notice shall be for the purpose of calling the employee's attention to the possibility of accumulation beyond the maximum allowed.

9.11 EDUCATIONAL LEAVE: Employees may be eligible for educational leave as follows:

9.11.1 A regular monthly employee may be granted permission to enroll in a college course that meets during his/her regularly scheduled workday, provided:

9.11.1.1 The course is part of a training program approved by the department head to improve the employee's performance in the position he/she holds; and,

9.11.1.2 Additional funds will not be required nor will the department's workload be adversely affected by the absence.

9.11.2 The appropriate Lieutenant, with the approval of the Chief of Police (or designee), may approve the employee's request to attend such courses:

9.11.2.1 With an adjusted work schedule of equivalent hours, up to a maximum of six (6) adjusted hours per week; or,

9.11.2.2 With reduced pay.

9.11.3 Upon application, and recommendation of the appropriate Lieutenant, the Chief of Police (or designee), may grant to a regular monthly employee, leave with pay and/or expenses, or, leave without pay and/or expenses (as stipulated prior to attendance) for educational conference or in-service training which, in the sole discretion of management, will improve District operations or the ability of the employee to more effectively perform his/her duties.

9.11.3.1 Where any such request is subsequently denied, the employee shall be furnished, in writing, within five (5) working days, reason(s) for such denial. Any such denial shall be neither arbitrary nor capricious.

9.12 HEALTH LEAVE: This leave is for additional time off due to non-industrial accident or illness.

9.12.1 A permanent employee who has exhausted all entitlements to sick leave, vacation, or other available paid leave due to absences related to non-industrial accident or illness, may be granted six (6) months additional illness leave without pay by the District. Such leave may be extended for two (2) additional six (6) month periods by the District.

- 9.12.2 Employees not requesting or granted such additional leave shall be subject to layoff at the expiration of all paid leaves.
- 9.12.3 If, at the conclusion of all leaves, paid or unpaid, the employee is still unable to assume the full duties of the position, the employee shall be laid off and placed on a reemployment list for a period of thirty-nine (39) months. At the conclusion of such a period, the employee shall be removed from the reemployment list.
- 9.13 MATERNITY LEAVE: Employees shall be granted a leave of absence from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom as provided in this section. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician.
- 9.13.1 In the event of absence due to medical disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom, the employee shall be entitled to utilize the available sick leave plan. The employee may also apply for coverage to the disability insurance carrier, according to its procedures.
- 9.13.2 After the employee has exhausted sick leave, and the employee is still not able to return to work due to medical disability as described herein, the employee shall be placed on extended maternity leave for three (3) additional months. Extended maternity leave is provided without pay. The employee may also apply for coverage to the disability insurance carrier, according to its procedures.
- 9.13.3 The employee shall have the option to choose leave without pay, instead of utilizing paid sick leave. If the employee selects this option, she shall also have the right to one (1) three-month (3) extended maternity leave.
- 9.13.4 Maternity leave beyond that provided for above may be requested, and granted at the discretion of the District.
- 9.14 PATERNITY LEAVE: An employee shall be entitled to use personal necessity leave (up to seven [7] days) and then be granted twelve (12) days of 50% pay in the event of medical disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom (to the mother of the employee's child). The date on which the leave shall commence shall be determined by the employee and the physician caring for the mother of the employee's child. Such time must be within reasonable time before or after the birth of the child.
- New Fathers are also granted 12 weeks of parental leave to bond with the new baby (see 19.19).
- 9.15 ADOPTION LEAVE: When absence is necessary because of the adoption of a child, the employee shall be entitled to use personal necessity (up to seven [7] days), and then be granted twelve (12) days of 50% pay.
- 9.16 VOLUNTARY EMERGENCY LEAVE PROGRAM:  
Employees shall be entitled to participate in an optional catastrophic leave program. The District shall maintain and manage eligibility for, participation in, and use of, the catastrophic leave program. A copy of the use request form can be found in Appendix A.
- 9.16.1 Each fiscal year (July 1st), every permanent L1POA represented employee may opt into or out of the catastrophic leave program by donating one day of sick leave,

vacation leave, or personal catastrophic leave. An employee must notify the District no later than June 1st of each year for changes effective that July 1st. Once an employee opts in, the employee will continue to be in the program and will automatically donate and have deducted one day of the same type of leave each July 1 until the employee opts out or is no longer employed by the District.

9.16.2 An employee may opt into family coverage by donating one additional day annually to cover use for family members. The employee must opt into employee coverage to be eligible for family coverage. Once an employee opts into family coverage, the employee will continue to be in the program and will automatically donate and have deducted one day of the same type of leave each July 1 until the employee opts out or is no longer employed by the District.

9.16.3 For purposes of calculations, a “day” shall be defined as the employee’s normal, regular service day at the point of donation or usage. Changes in months of service and/or hours worked per week shall not be factored in donation or usage.

9.16.4 Program usage shall be subject to certain requirements.

9.16.4.1 Employees must first exhaust all available and eligible accrued leave (including, but not limited to; sick leave, extended sick leave, vacation leave, personal necessity leave, personal catastrophic leave) before becoming eligible to use catastrophic leave.

9.16.4.2 Employees must use any leave credits that he/she continues to accrue on a monthly basis prior to using catastrophic leave.

9.16.4.3 An individual employee may use the catastrophic leave program for a maximum of 60 days in any 10-year period.

9.16.4.4 An individual employee may use the catastrophic leave program for a maximum of three separate occurrences in any 10-year period.

9.16.4.5 For family coverage usage eligibility, family shall be defined as the negotiated definition of “immediate family” in Article 9.1.1.

9.16.4.6 For purposes of determining an occurrence, usage need not fall on consecutive days. An “occurrence” shall be defined as usage related to one eligible event and may include absences on nonconsecutive days for periodic or episodic treatments, etc.

9.17 FAMILY LEAVE: In the event of absence required by sickness of a member of the immediate family, the employee shall be entitled to up to seven (7) days of personal necessity to be taken out of sick leave.

9.17.1 Employees who have provided more than one (1) year of continuous full-time service may request and be provided up to four (4) months unpaid family leave within any 24-month period.

9.17.1.1 Family leave of absence may be taken due to birth or adoption of a child (must be taken within one year of birth or placement) or due to a serious illness of a child (natural, foster or adopted).

9.17.1.2 Family leave may be granted to care for a parent or spouse who is

experiencing a serious health condition. The employee may be asked to use other paid leave prior to being placed on unpaid leave status.

- 9.18 MILITARY LEAVE: Employees shall be granted military leave in accordance with State of California Education and Military and Veterans Codes upon submission of official orders.
- 9.19 PARENTAL LEAVE: Members of the bargaining group may use up to 12 workweeks of sick leave to bond with a new child. An employee must have completed at least 12 months of permanent service with the District prior to the leave request date.
  - 9.19.1 For Parental Leave eligibility, all accrued sick leave must be used first. When regular sick leave is exhausted, the leave status changes to 50% pay. Vacation leave can be used to supplement 50% pay.
  - 9.19.2 Parental Leave must be taken within 12 months of birth, adoption, or foster care. This leave may be taken intermittently but must be taken in blocks of at least two weeks, with the exception that shorter blocks of time can be taken twice.
  - 9.19.3 If the leave is intermittent then the proposed schedule, including vacation (if applicable), must be attached to the Parental Leave request form.

## GRIEVANCE PROCEDURE

### Article 10

- 10.1 **PURPOSE:** The purpose of this article is to provide an orderly procedure for reviewing and resolving grievances promptly. Grievances under this article are separate from appeals of disciplinary action, which are addressed in Article 16, below.
- 10.2 **DEFINITIONS:** The following definitions shall apply to this article:
- 10.2.1 **Grievance:** A formal written allegation by a grievant that the grievant has been adversely affected by a violation of a specific article, section, or provision of this Agreement.
    - 10.2.1.1 “Grievance” as defined in this Agreement, shall be brought only through this procedure.
    - 10.2.1.2 Actions to challenge or change the policies of the District as set forth in the policies, rules, regulations or administrative regulations and procedures not contained in this Agreement must be undertaken under the separate processes determined by then existing policies.
  - 10.2.2 **Grievant:** Any member of the bargaining unit covered by the terms of this Agreement, or, L1POA where the violation alleged is one of substantive Union rights, or, where L1POA alleges there is no grievant who will formally grieve the alleged violation.
  - 10.2.3 **Day:** A day, for purposes of this Article, is any day on which the central administrative office of the District is regularly open for business.
  - 10.2.4 **Immediate Supervisor:** The lieutenant who has immediate jurisdiction over the grievant.
- 10.3 **TIME LIMITS:** A grievant who fails to comply with the established time limits at any step shall forfeit all rights to further application of this grievance procedure relative to the grievance in question.
- 10.3.1 District failure to respond within established time limits at any step entitles the grievant to proceed to the next step.
  - 10.3.2 Time is of the essence in all processing of grievances.
  - 10.3.3 Time limits may be waived by mutual written consent of the parties.
- 10.4 **OTHER GENERAL PROVISIONS:** The following other general provisions shall also apply to this grievance procedure:
- 10.4.1 **Employee Legal Rights:** Nothing contained herein shall deny to any employee his/her legal rights under state or federal constitutions and laws. No probationary employee may use this grievance procedure in any way to appeal discharge or a decision by the District not to renew employment. No employee shall use this grievance procedure to appeal any Board decision if such decision is a result of a State or Federal Regulatory

Commission or Agency, or State or Federal Law Decision. Prior to such action, the District shall consult with L1POA.

- 10.4.2 Representation by L1POA: The grievant may be represented by a designee of L1POA at any step of this grievance procedure. Neither the District nor its representatives shall meet with any person acting as the representative of any employee group other than L1POA on matters subject to this grievance procedure. The District shall submit to L1POA copies of any formal written grievance two (2) days after its filing.
- 10.4.3 Grievance Processing-Limits: Any grievance or alleged grievance which occurs during the period between the termination date of this Agreement and the effective date of a new agreement shall be processed under this grievance procedure. Any grievance which arose prior to the effective date of this Agreement shall not be processed under this procedure. Any grievance or alleged grievance which occurred or is alleged to have occurred and which the employee knew or should have known more than fifteen (15) days prior to notification at Level 1 with the immediate supervisor shall not be processed by the District.

10.5 PROCEDURAL STEPS: A grievance shall be processed as follows:

- 10.5.1 Informal Conference (Level I): Within fifteen (15) days of the time an employee knew or should have known of the occurrence of an alleged grievance, the employee shall orally discuss the alleged grievance with the immediate supervisor, or designee. The supervisor, or designee, shall orally respond within three (3) days.
- 10.5.2 Formal Level (Level II): In the event the grievant is not satisfied with the decision at the informal conference, the decision may be appealed, in writing, to the immediate supervisor, or designee within five (5) days of receiving a decision at Level I. The immediate supervisor, or designee, shall respond, in writing, within five (5) days of receipt of the appeal. The grievant writings shall be on the Grievance Form or may be in letter form. Such letter shall, in order to be processed or considered, include the following:
  - 10.5.2.1 A statement in capital letters stating, THIS IS A GRIEVANCE, at or near the center of the top of the letter.
  - 10.5.2.2 Employee name; college or location in the District; department.
  - 10.5.2.3 Date of alleged grievance; date of informal conference and name of immediate supervisor/designee; date of oral response.
  - 10.5.2.4 Date of filing of the formal grievance.
  - 10.5.2.5 The specific articles and sections alleged to have been violated.
  - 10.5.2.6 Employee's statement of the alleged violation and grievance, the factual contention, what occurred, providing full facts necessary to support the allegation.
  - 10.5.2.7 A statement of the full relief, remedy, action, believed required to resolve the alleged grievance.

The immediate supervisor, or designee, shall respond, in writing, within five (5) days of

receipt of the appeal.

10.5.3 Chief of Police and Chief Human Resources Officer (Level III): In the event the grievance is not satisfied with the decision at Level II, the decision may be appealed, in writing, to the Chief of Police, Chief Human Resources Officer or designee within seven (7) days. In order to be processed or considered, the appeal shall include a copy of the original grievance and decision rendered, and reason for the appeal.

10.5.3.1 The Chief of Police/Chief Human Resources Officer or designee shall communicate the decision in writing, to the grievant within seven (7) days of receipt of the appeal.

10.5.3.2 Either the grievant, L1POA, the Chief of Police/Chief Human Resources Officer, or designees may request a personal conference within the above time limits. Any such meeting shall be by mutual agreement.

10.5.4 Chancellor Level (Level IV): If the grievant is not satisfied with the decision at Level III, he/she may appeal the decision in writing within ten (10) days to the Chancellor or designee. The appeal shall include a copy of the original grievance and appeals with the decisions rendered, and the reasons for the appeal.

10.5.4.1 The Chancellor or designee shall communicate the decision in writing to the grievant within fifteen (15) days. Either the grievant, L1POA, the Chancellor or designee may request a personal conference within the above time limits. Any such meeting shall be by mutual agreement.

10.5.5 Fact-Finding (Level V): In the event the grievant is not satisfied with the decision at Level IV, he/she may, but only with the concurrence and participation of L1POA, within ten (10) days give written notice to the Chancellor demanding a "Fact-Finding Panel" be formed. As an alternative to a "Fact-Finding Panel," but only with the concurrence and participation of L1POA, the parties may mutually agree to use an Expedited Advisory Arbitration Process as stipulated on Exhibit H. Normally, said Expedited Process shall only be utilized where there is a single issue to be resolved and there are few disputes concerning the facts.

10.5.5.1 The grievant may, with or without concurrence of L1POA, appeal the Chancellor's decision directly to "Level VI – Governing Board," bypassing this level as optional on any grievance.

10.5.5.2 Where the grievant and L1POA demand a Fact-Finding Panel, it shall be formed to consider the grievance and to provide an advisory recommendation to both the District and L1POA as to resolution of the dispute. The procedure shall be as follows:

10.5.5.2.1 Within five (5) days after receipts of the written request, the District and L1POA shall each select one person to serve as its member on the panel.

10.5.5.2.2 Within two (2) days thereafter, the selected panel members shall meet to determine a mutually agreeable third (3<sup>rd</sup>) panel member who shall be

neutral and impartial and shall serve as chairperson of the panel.

10.5.5.2.3 In the event that a mutually agreeable chairperson cannot be agreed upon, within three (3) days, the panelist shall be selected from a list of five (5) certified panelists supplied by the Public Employment Relations Board, the California State Conciliation Service, or other sources as the panelists mutually agreed upon.

10.5.5.2.4 Panel chairperson expenses, including any per-diem fees, actual and necessary travel and subsistence expenses, and other fees and expenses shall be shared equally by the parties. Other expenses shall be borne by the party incurring them. Neither party shall be responsible for the expense of witnesses called by the other who are not regular District employees. Regular District employees shall not suffer loss of compensation for time spent during regular hours as a grievant, representative or witness at a hearing held pursuant to this procedure. However, no more than four (4) employees may participate in any one (1) grievance during working hours whether grievant, representatives or witnesses unless otherwise approved in advance by the District.

10.5.5.2.5 The panel shall, within ten (10) days after its appointment, meet with the parties or their representatives, either jointly or separately, and may make inquiries and investigations, hold hearings, or take such other steps as the chairperson deems appropriate to determine a resolution recommendation. The panel shall, within twenty (20) days after its appointment, recommend, in writing, its proposed decision regarding the grievance in question to L1POA and the Board of the District. Such recommendation is advisory only to each party.

10.5.5.2.6 In any event, the Fact-Finding Panel shall have no power to recommend to:

10.5.5.2.6.1 Add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

10.5.5.2.6.2 Establish, alter, modify or change the salary structure.

10.5.6 Governing Board (Level VI): There are two different scenarios when a grievance reaches

the Governing Board. The first is where optional fact-finding did not take place, and the other is where a fact-finding panel or single arbitrator was appointed. There are different procedures depending on which route was selected.

- 10.5.6.1 Without Optional Fact-Finding: In the event the grievant is not satisfied with the decision at Level IV (Chancellor), the decision may be appealed to the Board within ten (10) days. In order to be processed or considered, this appeal shall include copies of the original grievance and all appeals, written copies of all decisions rendered, a statement of the reasons for an appeal, and the specific remedy sought.
  - 10.5.6.1.1 The Board shall set for its next regular meeting after receipt, providing a minimum of ten (10) working days elapses from receipt until the Board meeting, a hearing on the grievance. Such hearing shall be either in public or executive session in accordance with the grievant's request and/or the requirements of the Brown Act.
  - 10.5.6.1.2 The Board shall, within fifteen (15) calendar days thereafter, submit its decision on the grievance in writing.
- 10.5.6.2 Where A Fact-Finding Panel or Single Arbitrator Was Appointed: The Board shall consider such recommendations or advisory award, in public session or executive session in accordance with the grievant's request and/or the requirements of the Brown Act at its next regular meeting after receipt, providing a minimum of ten (10) days elapses from receipt until the Board meeting. The decision rendered by the Board shall be final as to the District. Local 1 shall maintain its full legal remedies, including, recourse to court action (See Appendix G).
  - 10.5.6.2.1 The Board may implement the Fact-Finding Panel's recommendations or advisory arbitration award, may decide not to implement in any way, may meet with the grievant and representatives to discuss other alternatives solely at the option of the Board, or may take other action at its sole discretion.
  - 10.5.6.2.2 The Board shall, within fifteen (15) calendar days thereafter, submit its decision on the grievance in writing.
  - 10.5.6.2.3 Where the Board does not accept the recommendations of the Fact-Finding Panel or advisory award, the reasons for the Board decision shall be presented in writing.



## **JOB OPENINGS/PROBATION**

### Article 11

- 11.1 **PROBATIONARY EMPLOYEES' RIGHTS UNDER THIS ARTICLE:** Employees newly hired in the District in probationary positions will not be eligible for promotion until they have gained permanency in the classification, unless approved by the Chief Human Resources Officer or designee.
- 11.1.1 Probationary employees shall not be eligible to exercise their seniority rights under Article 11 unless they have a current satisfactory evaluation and/or an absence of negative documentation in their personnel file, as defined in Article 15 – Personnel Files, they have been in the position at least three months, and the Chief Human Resources Officer or designee has agreed. In this circumstance, an employee may have an additional three (3) months of probation added to his/her probationary period, so long as the total length of probation does not exceed **18 Months**.
- 11.2 **INVOLUNTARY TRANSFERS:** When a transfer is required because of lack of work, lack of funds, abolishment of position, District efficiency, or the impact of another employee's discipline, the District shall:
- 11.2.1 Request and consider volunteers within the classification for such transfer first.
- 11.2.2 Where there are no volunteers, the transfer shall be based on the provisions outlined in Article 17.6.
- 11.2.3 Where any such transfer would cause a reduction in the number of hours worked per week or months per year, the provisions of Article 13 – Layoff and Reemployment shall apply.
- 11.2.4 When the transfer is required due to employee discipline, uninvolved employees shall not be displaced until the next regularly scheduled shift bid whenever possible.
- 11.3 **VOLUNTARY TRANSFERS:** Voluntary transfers for Police Service Officers shall be governed by Article 17.3.
- 11.4 **JOB OPENINGS – NON-TRANSFER OPPORTUNITIES:** The following provisions shall apply to all unit openings that are not filled through voluntary transfer pursuant to Section 17.4.
- 11.4.1 **Determination of Recruitment Type:** The District is committed to providing promotional opportunities where appropriate for all qualified District employees. District Human Resources shall determine if a vacancy shall be filled from an existing eligibility list, a new promotional eligibility list (internal candidates only), or an open eligibility list (internal and external candidates). After considering existing eligibility lists, the first priority shall be filling a vacancy through an internal recruitment (if applicable state laws and regulations permit it). If District Human Resources decides to conduct an open recruitment, and three internal ranks of willing, available and able employees are successful in making the eligibility list, the employees shall be placed on a separate internal list and this list shall have priority over the open list until it falls below three

ranks of willing, available and able employees. At that point, any remaining employees shall be merged with the open list and given appropriate seniority points.

- 11.4.2 Open Recruitment: If it is determined that an open recruitment is appropriate, the District shall post the recruitment for a minimum of ten (10) working days and may include "or until filled." During this time, internal applicants who are not on probation may apply as well as outside applicants.
- 11.4.2.1 District Human Resources shall review all completed applications submitted by the deadline. Those candidates meeting the minimum qualifications shall proceed to the various employment test segments of the recruitment.
  - 11.4.2.2 The Screening interview Committee will rate applicants on a 100-point scale, with scores rounded to the nearest whole number. The committee will forward the top candidates to the final interview. If fewer than three candidates are forwarded to the final interview, the screening committee will provide written documentation as to why at least three candidates were not forwarded. With the addition of seniority points, internal candidates who have screening interview scores at least as high as the lowest score among candidates forwarded by the screening committee will be added to the list of final interview candidates. Final interviews with less than three candidates may be allowed upon review and approval of the Chief Human Resources Officer or designee.
  - 11.4.2.3 The hiring authority shall interview the eligible candidates certified by District Human Resources and make a recommendation as to which candidate(s) to hire.
  - 11.4.2.4 After District Human Resources approves the recommendation, the approved candidate shall be offered the position. If the approved candidate declines the offer, the hiring authority can recommend another candidate already interviewed by him/her. In the alternative, if the pool of interviewed candidates has now fallen below three candidates, the hiring authority can request a new recruitment from District Human Resources.
  - 11.4.2.5 If an eligibility list falls below three candidates the hiring authority may choose to interview or choose not to interview. If the hiring authority interviews, he/she is not required to accept any of the candidates and can request that District Human Resources initiate a new recruitment. If the hiring authority chooses not to interview, he/she can request that District Human Resources initiate a new recruitment.

11.4.2.6 Any eligibility list resulting from an open recruitment shall be valid for a minimum of three (3) months and a maximum of one (1) year from the date approved by District Human Resources. An open eligibility list may be extended by up to an additional twelve (12) months with the approval of the Chief Human Resources Officer or designee. Open eligibility lists may be used to fill vacancies within that classification. In the alternative, District Human Resources can determine to not use an existing list and can begin a new recruitment process.

11.5 INTERNAL CANDIDATE WHO MOVES TO ANOTHER CLASSIFICATION: A permanent employee who acquires probationary status as the result of a job opening/promotion, shall retain permanent status in his/her former position classification until completion of the probationary period in the new classification. If not successful, the employee shall revert to his/her former classification with all rights and privileges.

11.6 RECRUITMENT POSTINGS: Notices of internal and open recruitments for Police Service Officer and higher-level Police Department positions shall be published and distributed to L1POA, all sites, all divisions and departments and posted on appropriate bulletin boards. Notices shall contain at least a statement of minimum qualifications, desirable qualifications (if any), general job description, salary and deadline date for applying.

11.7 SCREENING MEASURES: The various screening measures used by the District to determine qualifications of candidates and the relative rankings of candidates who successfully make it onto an eligibility list shall be job related.

11.7.1 District shall adhere to Police Services Officer recruitment as required by California Department of Justice office of "Police Officer Standards and Training (P.O.S.T.) and conduct all screening and recruitment consistent with requirements set forth in the Police Services Department Policy Manual.

11.8 CAREER PLANNING AND UPWARD MOBILITY PROGRAM: The District and the Union are committed to encouraging employees to seek their career paths within the District. The parties agree that it is important for employees to have opportunities to develop and enhance their skills. The following resources are available for employees to access in their resolve to enhance their skills, provide opportunity for promotion, and to keep abreast of the techniques, technology and equipment that are essential to maintain the best qualified workforce: career development programs, upward mobility programs and in-service training opportunities. A copy of the Classified Career Planning and Upward Mobility program is attached for information as Appendix B. Eligibility for the program shall be as follows:

11.8.1 All permanent classified employees represented by the Union are eligible to enter the Career Development Program.

11.8.2 Employees must have a Development Plan facilitated by the District Human Resources Office.

11.8.3 Some sources of funding to facilitate education: Staff Development, C.E.E.P., Local One Educational Incentive Program, District Tuition Reimbursement and P.O.S.T. Training Reimbursement. Employees must refer to each source for funding guidelines.

11.9 TRAINING: It is the responsibility of management to provide employment orientation to

employees newly hired in a position, to provide direction to the workforce concerning the methods and means of operations, and to provide ad hoc indoctrination/training when a technological change directly affects the skills or duties of a position, classification or classifications. The District shall endeavor to ensure that equal opportunities for training shall be provided.

11.9.1 The District shall adhere to P.O.S.T. requirements regarding newly hired Police Services Officers on the job training (Field Training Program) per section 1004 of the P.O.S.T Administrative Manual.

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11.10 EDUCATIONAL INCENTIVES: As part of the District's commitment to enhance the knowledge, skills, abilities and opportunities for promotion of its classified employees, the District offers the following programs:

11.10.1 Tuition Reimbursement for CCCCDC Classes: The District will reimburse employees for tuition paid for any credit or non-credit classes offered by the District. In order to be eligible for reimbursement, the employee must complete the course with a grade of at least a "C" (or pass if a pass/fail score). Any release time necessary to take any classes during work time must require the approval of the immediate supervisor. The employee must make up any release time.

11.10.2 Educational Stipend: The District will provide an educational stipend as listed in Appendix D-1C (\$101 per month per year for 2023-2024) for those employees who possess an earned college degree in excess of the educational level required in the minimum requirements in the adopted classification specification for their regularly assigned classification. In order to be eligible for this stipend, the employee must possess at least an earned BA/BS from an accredited college or university.

## **NON-DISCRIMINATION**

### Article 12

- 12.1 **PARTIES AGREE TO ABIDE BY FEDERAL CIVIL RIGHTS ACT:** The District and L1POA agree that they shall abide by Title VII and Title IX of the Federal Civil Rights Act of 1964 as amended in 1972.
- 12.2 **L1POA DOES NOT DISCRIMINATE:** L1POA certifies that it has no restrictions on membership with regard to ethnic group identification, religion, age, sex, color, physical or mental disability, medical condition (cancer), national origin, marital status, Vietnam-era veteran, or sexual orientation and that it has a positive program for making members of underrepresented ethnic or gender groups aware of employment opportunities within its jurisdiction, and that it will work with the District's Human Resources Department to increase recruitment, selection and retention of such under-represented ethnic or gender groups in District-wide employment.
- 12.3 **DISTRICT DOES NOT DISCRIMINATE:** The District agrees that it shall not discriminate in any way with regard to ethnic group identification, religion, age, sex, color, physical or mental disability, medical condition (cancer), national origin, marital status, Vietnam-era veteran, or sexual orientation. L1POA and the District further agree that no employee shall be discriminated against on the basis of membership or non-membership in L1POA or any lawful activity on behalf of the Union.
- 12.4 **DISTRICT MAY EXPAND PANELS:** To ensure that every effort to fulfill the intent of this article, the District may expand the composition of Recruitment/Selection Panels to include classified employees who are members of the Local 1 bargaining units having familiarity or expertise concerning the recruitment. The District shall give notice to L1POA in advance, advising it of the nomination of Local 1 unit members to the panels.
- 12.5 **DISTRICT MAY MEET WITH L1POA TO PROVIDE INFORMATION:** At the request of L1POA, the District shall meet with representatives of L1POA on a quarterly basis to provide information on employment vacancies filled on an open and promotional basis, turnover, and recruitment efforts.
- 12.6 **SEXUAL HARASSMENT SHALL BE CONSIDERED DISCRIMINATION:** For purposes of this section, sexual harassment shall be considered a discrimination practice on the basis of sex discrimination.
- 12.7 **NON-DISCRIMINATION/HARASSMENT:** The District prohibits the unlawful harassment of its classified employees and will investigate and take appropriate measures, in accordance with the law, to ensure that unlawful harassment does not occur.
- 12.8 **MUTUAL RESPECT:** Employees, managers and supervisors will treat each other, regardless of position or profession, with dignity, courtesy, trust and respect. Disputes over the interpretation or application of this Section shall not be subject to the arbitration process of this Agreement.

## LAYOFF AND REEMPLOYMENT

### Article 13

- 13.1 REASON FOR LAYOFF: Layoffs shall occur due to lack of work or lack of funds.
- 13.2 FORMS OF LAYOFF: Layoffs may take one or more of the following forms:
- 13.2.1 An involuntary reduction in the number of days worked in a year.
  - 13.2.2 An involuntary reduction in the number of hours worked in a day.
  - 13.2.3 An involuntary reduction in the classification through bumping by senior employees.
  - 13.2.4 An involuntary reduction in salary or other compensation to avoid layoff.
  - 13.2.5 Acceptance or reduction in days worked, hours worked, bumping to lower classes, or reduction in salary or other compensation to avoid layoff is at the option of the employee affected.
- 13.3 NOTICE OF LAYOFF: Employees affected by layoff shall be given no less than sixty (60) calendar days written notice of such action. Notice shall also be given to the L1POA.
- 13.4 ORDER OF LAYOFF: Employees with the least regular seniority shall be laid off first. Seniority shall be defined as possible:
- 13.4.1 Adjusted Classification Hire Date: For purposes of layoff, seniority is determined by first day of service as a regular employee in the classification of Police Services Officer or a higher classification within the District, minus any unpaid leaves of absence of 30 calendar days or more (called "the Adjusted Classification Hire Date").
  - 13.4.2 Classification Hire Date: For tie breaking purposes, if the Adjusted Classification Hire Date is equal, the Classification Hire Date shall be used. This is the first day of service as a regular employee in the Police Services Officer classification.
  - 13.4.3 Regular Hire Date: If the Classification Hire Date is equal, the employee's Regular Hire Date seniority will be used, which is the hire date as a regular employee in the District.
  - 13.4.4 Seniority Draw: If the Regular Hire Date is equal, the tie will be broken by a seniority draw held in District Human Resources with L1POA present.
- 13.5 BUMPING RIGHTS: An employee laid off from the Police Services Officer classification may bump into the next lowest District classification in which the employee has previously served, based upon his/her seniority date.
- 13.5.1 The employee may continue to bump into successive lower classes in which the employee has served to avoid layoff.
  - 13.5.2 An employee may elect to be laid off in lieu of bumping. Accepting such a layoff does not affect the employee's reemployment rights under this Agreement.

- 13.5.3 When an employee was initially employed in an identifiable entry level position within an existing specific family grouping of classifications, that employee shall retain seniority for that entry level position even though the position has been reclassified and/or the title changed. However, in order to exercise this right, the employee must meet minimum qualifications required for the entry-level position.
- 13.6 REEMPLOYMENT RIGHTS ARE FROM 39 TO 63 MONTHS: Employees laid off are eligible for reemployment in reverse order of layoff for a period of thirty-nine (39) months and shall be mandatorily reemployed in preference to the District accepting new applicants within the class from which the layoff occurred. Employees who accept a reduction in days or hours worked to avoid layoff shall have the option for reemployment in reverse order of layoff when openings within the class occur for a total of sixty-three (63) months.
- 13.7 USE OF REEMPLOYMENT RIGHTS: Upon any vacancy occurring in the Police Services Officer classification, the District shall offer reemployment to laid-off employees who possess vested job rights in order of highest seniority within that class using the following procedure:
- 13.7.1.1 Such employees shall be notified by certified mail at the last known address of record, and/or, shall be notified by telephone.
  - 13.7.1.2 The employee shall, if notified by mail, have three (3) workdays from proof of service, but in no cases more than seven (7) work days from date of postmark to notify the District of acceptance; or, if notification was by telephone, two (2) work days to notify the District of acceptance. Failure to respond (unless for good cause solely determined by the District) shall be considered a waiver of the right to the vacancy, and a waiver of all future reemployment rights.
  - 13.7.1.3 Laid off employees who respond, but do not want the particular opening shall have the right to turn down three (3) offers of reemployment. After the third offer of reemployment is declined, the laid off employee shall be removed from the reemployment list. All notifications shall also be sent to L1POA.
- 13.8 P.O.S.T STANDING PRIOR TO REEMPLOYMENT: A Peace Officer with a lapse of service with qualifying employment of 36 months or more will be required to adhere to P.O.S.T. Administrative Manual Section 1008 (requalification).
- 13.9 REEMPLOYMENT AFTER VOLUNTARY SEPARATION: Police Services Officers who voluntarily separate from employment with Contra Costa Community College District, who return to service are not afforded past benefits of seniority in regard to shift bid and overtime assignments.
- 13.9.1 Rehire Requirements: Police services officers returning to service must adhere to P.O.S.T. rehiring requirements.

## EVALUATION

### Article 14

- 14.1 GOAL: The basic goal of the employee evaluation process is to help each employee perform his/her present job more effectively to the mutual benefit of the individual and the District
- 14.2 OBJECTIVES OF EVALUATION SYSTEM: The evaluation system for classified employees shall have four primary objectives:
- 14.2.1 To provide a means of evaluating each employee's performance in the specific context of his/her job.
  - 14.2.2 To determine individual needs for improvement and development.
  - 14.2.3 To secure continuing communication of individual development.
  - 14.2.4 To provide a basis for giving recognition for praiseworthy service.
- 14.3 PROCEDURE: The appropriate lieutenant(s) ~~has manager~~ have the major responsibility for the evaluation of police services officers under their supervision.
- 14.3.1 Probationary Employees: Probationary employees shall be evaluated at the end of the third month, sixth month, ninth month, and the eleventh month during the probationary period, and more frequently if deemed advisable. If the probationary period is extended following Article 11.1.1, an evaluation will be conducted during the period of extension.
  - 14.3.2 Permanent Employees: Permanent employees having less than five (5) years of service shall be formally evaluated at least once annually, no later than during the month preceding their increment date anniversary, and may be evaluated more frequently for good cause upon proper notification. Permanent employees having more than five (5) years of service may be formally evaluated upon proper notice. Proper notice shall be defined as the employee receiving a written notice from the District that the employee will be evaluated.
  - 14.3.3 Evaluation Forms: All formal evaluations shall be filed in the employee's official personnel file and are available for the employee's inspection by appointment in accordance with Article 15 – Personnel Files. A copy of the completed evaluation form shall be given to the employee. The evaluation scale shall consist of the five ratings of Unsatisfactory, Needs Improvement, Meets Expectations, Exceeds Expectations, and Outstanding. The evaluation form shall be as shown in Appendix C attached and shall be available electronically.
  - 14.3.4 Evaluation Shall be Discussed With Employee: No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator(s). Any negative evaluation findings shall include a statement outlining specifics that support the negative finding. These specifics can include direct observation and knowledge of the evaluator and other sources such as letters, witnesses, statements, etc. Any negative rating shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any derogatory evaluation.

## PERSONNEL FILES

### Article 15

- 15.1 ONE OFFICIAL PERSONNEL FILE: There shall be one official personnel file for each employee maintained at the District Administrative Offices.
- 15.1.1 Employee Background Investigation and Psychological Examination: The Chief of Police may retain a secured copy of the employee background and psychological examination for P.O.S.T audit purposes only.
- 15.2 NO ADVERSE ACTION: No adverse action (disciplinary action) shall be taken against an employee based upon written materials that are not contained within the official personnel file unless otherwise required by law.
- 15.2.1 Materials that are to be used in any adverse action shall have been placed in the official personnel file within a reasonable time from the incident or series of incidents, or, within a reasonable time from when such events became known to the District to cause adverse action to take place.
- 15.3 OPPORTUNITY TO COMMENT: Employees shall be given the opportunity to comment on the content of written material before it is permanently placed in the employee's official personnel file. A copy of the written material shall be stamped with the following statement and forwarded to the employee:
- Date
- You are notified that at the end of thirty (30) working days, this will be placed in your personnel file. You have the right within thirty (30) working days to provide any written comments and have them attached to the copy of this correspondence in your file.
- 15.4 RIGHT TO EXAMINE PERSONNEL FILE: An employee shall have the right during the employee's non-working hours to examine all materials contained within the official personnel file, except as noted below. Where abnormal situations exist making it unreasonable to examine/review such files during non-working hours, with approval of the appropriate lieutenant or the Chief of Police, such review may take place during regular working hours. Review of information of a derogatory nature shall be during normal business hours and the employees shall be released from duty for such purpose without salary deduction. Advance appointments for such examinations may be required and scheduled with District representatives during business hours.
- 15.4.1 Materials Employees Cannot Review: The employee cannot review certain materials contained within the files of the District. These include materials obtained prior to employment, those prepared by identifiable examination committee members, or those obtained in connection with a promotional examination.
- 15.4.2 Authorized Employee Representative Can Review File: An employee may, in writing, authorize a representative to have access to, and to review, the employee's official personnel file. The employee agrees that in so authorizing, he/she shall indemnify and hold harmless the District from any and all claims, demands, suits or any other actions arising from such access or review.

- 15.4.3 Free Copy of Derogatory Material Provided in Adverse Action: In any adverse action against an employee, one (1) copy of derogatory material to be used in such action shall, without cost, be furnished to the employee. All other copies made or requested from the official file shall be at cost.
- 15.5 MATERIALS SHALL BE DATED: Materials placed in the official personnel file shall indicate by date when received by the Human Resources Department, and be signed and dated by the individual responsible for the material. The employee shall sign and date as received, or, in accordance with Section 15.3 above.
- 15.5.1 Employee signature on any derogatory material shall be deemed solely for the purpose of verification that the employee has seen and received the material – not that it is deemed as agreement with the contents or materials.
- 15.6 TIME LIMIT ON USE OF DEROGATORY MATERIAL FOR ADVERSE ACTION: No derogatory material, other than evaluations, more than two (2) years old shall be used in any adverse proceeding by the District against the unit member. Anonymous materials will not be placed in the official personnel file. The District shall, upon an employee's request, after review, place derogatory materials (other than evaluations) over two (2) years old into a sealed envelope within the personnel file.
- 15.7 CONFIDENTIALITY OF PERSONNEL FILES: It is recognized that the personnel files are generally confidential and all efforts should be made to have such files stored and/or maintained in a manner that provides for such confidentiality. Official personnel files, to insure confidentiality, are available for review only to authorized District personnel, and other persons having a legal right to review. However, certain documents may be required to be produced in response to requests under the California Public Records Act or other provisions of law, pursuant to the requirements of Penal Code section 832.7.
- 15.8 APPLICATION OF PUBLIC SAFETY OFFICERS' PROCEDURAL BILL OF RIGHTS (POBRA): The District and L1POA recognize that certain provisions of the Public Safety Officers' Procedural Bill of Rights Act (POBRA), codified at Government Code section 3300, *et seq.*, pertain to the maintenance of peace officer personnel files and information, the right to review/respond to adverse comments, and the right to inspect such files at reasonable times and at reasonable interviews. The intent of the parties is to ensure compliance with POBRA and the terms of that Act will govern in the event of any discrepancy with the provisions enumerated above.

## DISCIPLINARY ACTION

### Article 16

- 16.1 PROGRESSIVE INTERVENTION: The District shall be committed to support and foster employee improvement by coaching, motivating, providing specific suggestions and directives to help improve an employee's performance or behavioral deficiencies, and address such issues at the earliest possible opportunity to assist in the employee's positive change. No letter of counseling, written warning, or reprimand shall be issued unless the immediate supervisor and/or appropriate manager has met, or showed a good faith effort to meet, with the employee (and L1POA representation if desired by the employee) to discuss the issue(s) and identify option(s) to improve deficiency(ies). All efforts to improve an employee's performance or behavior will be documented and reviewed by the immediate supervisor to justify any additional level(s) of progressive intervention or discipline if warranted. All documentation of progressive intervention may be used in a disciplinary proceeding.
- 16.1.1 A police services officer may be disciplined, i.e., suspended, demoted, or dismissed for cause by the Governing Board, pursuant to the provisions of this article. Probationary employees may be dismissed without cause and with a notice from the District. The procedures outlined in this Article shall not apply to probationary employees.
- 16.1.2 Weingarten/POBRA Rights. An employee shall have the right to representation by L1POA at meetings where the employee is asked to respond to a supervisor or other District representative regarding conduct which the employee reasonably believes may lead to discipline. A Lybarger warning shall be issued when appropriate. An employee may choose another representative from the Legal Defense Fund in lieu of L1POA. By mutual agreement of L1POA and the District, Section 16.1.2 is not grievable.
- 16.1.3 Investigation and Interrogation Procedures. Investigations and interrogation shall in all cases be conducted consistent with POBRA requirements as set forth in Government Code section 3303.
- 16.2 CAUSES: The causes that shall be deemed sufficient for disciplinary action against an employee includes the following:
- 16.2.1 Repeated unauthorized leave or abuse of leave
- 16.2.2 Failure to perform assignments
- 16.2.3 Conviction of any criminal act involving moral turpitude
- 16.2.4 Disorderly or immoral conduct
- 16.2.5 Insubordination – Violation of any lawful or reasonable regulation or order made and given by a supervisor
- 16.2.6 Intoxication while on duty
- 16.2.7 Use and/or possession of a controlled substance without a lawful prescription
- 16.2.8 Neglect of duty

- 16.2.9 Damage to, waste of, theft or conversion of District property or supplies due to negligence or willful acts
- 16.2.10 Discourteous treatment of the public
- 16.2.11 Incompetence or inefficiency
- 16.2.12 Dishonesty, including material and intentional misrepresentation or concealment of any fact in connection with obtaining employment
- 16.2.13 Any willful violation of federal or state statutes and regulations or the policies adopted by the Governing Board
- 16.2.14 Mental or physical incapacity to perform the essential functions of the assigned position. (In using this cause, the District will be using this article for procedural purposes only, recognizing that the employee is not at "fault" for this cause.)
- 16.2.15 Any violation of Departmental policy, including but not limited to the provisions of the Police Services Department Manual.
- 16.3 **DISCIPLINARY NOTICE:** The employee shall not be suspended, demoted or dismissed unless there is served upon said employee a written notice of the Chancellor's (or designee) recommendation to the Governing Board. L1POA shall receive a copy of the disciplinary notice. Such notice shall include the following:
  - 16.3.1 A statement in ordinary and concise language of the specific acts and omissions upon which the proposed action is based.
  - 16.3.2 The disciplinary action recommended.
  - 16.3.3 The disciplinary action was recommended.
  - 16.3.4 The cause(s) or reason(s) for the action taken.
  - 16.3.5 A copy of the applicable regulation(s) where it is claimed a violation of regulation(s) took place.
  - 16.3.6 A statement of the employee's right to a Preliminary Hearing before a District "Skelly" hearing officer and/or an Evidentiary Hearing on the charges before the Governing Board or a hearing officer.
  - 16.3.7 A form which constitutes a demand for a hearing and either a denial of some or all of the charges or acceptance of the charges but a dispute over the proposed discipline. If the employee is accepting some or all of the charges, the employee must indicate which charges he/she is accepting.
- 16.4 **DEMAND FOR PRELIMINARY HEARING:** Such Demand for Preliminary Hearing form shall be delivered on or before the sixth (6th) working day after receipt of the notice of charges, to the Office of the Chief Human Resources Officer. In the absence of a demand for a preliminary hearing, the Board shall act upon the recommendation after the time period for a preliminary hearing demand has expired.
  - 16.4.1 "Delivery" means either hand delivered, faxed, or received via the U.S. Mail.
  - 16.4.2 "Receipt of the Notice of Charges" means that the charges were either hand delivered to

the employee, or if mailed, mailed via the U.S. Mail to the employee's last known home address on file in the District's Human Resources Information System. If mailed by U.S. Mail, receipt is assumed on the third U.S. Mail delivery day following the District's mailing of the charges.

- 16.5 PRELIMINARY HEARING: All employees who receive a Notice of Charges and submit a demand for a preliminary hearing shall be allowed to have a pre-evidentiary ("Skelly") hearing before the Chief Human Resources Officer. The Chief Human Resources Officer shall have the right to reject, amend, or continue the proposed disciplinary action. If the decision after the Preliminary Hearing is to amend or continue the proposed disciplinary action, the action shall be implemented pending an Evidentiary Hearing (Administrative Appeal) before the Governing Board or an arbitrator (see 16.10).
- 16.5.1 If the Preliminary Hearing Officer amends the proposed disciplinary action, the amendment shall not provide for a greater adverse action than originally proposed.
- 16.6 NOTICE OF DECISION OF PRELIMINARY HEARING: The employee shall be sent the Notice of Decision of Preliminary Hearing within five (5) working days from the conclusion of the hearing. If the Notice of the Decision of Preliminary Hearing contains an action to either amend or continue the proposed decision, the employee shall receive a form that constitutes a denial of the charges and a demand for an Evidentiary Hearing (Administrative Appeal).
- 16.7 DEMAND FOR AN EVIDENTIARY HEARING (ADMINISTRATIVE APPEAL): Such Demand for an Evidentiary Hearing Form shall be delivered on or before the sixth (6th) working day after receipt of the Notice of the Decision of Preliminary Hearing to the Office of the Chief Human Resources Officer. In the absence of a demand for an Evidentiary Hearing, the Board shall act upon the recommendation after the time period for an evidentiary hearing demand has expired.
- 16.7.1 "Delivery" means either hand delivered, faxed, or received via the U.S. Mail.
- 16.7.2 "Receipt of the Notice of the Decision of Preliminary Hearing" means that the decision was either hand delivered to the employee, or if mailed, mailed via the U.S. Mail to the employee's last known home address on file in the District's Human Resources Information System. If mailed by U.S. Mail, receipt is assumed on the third U.S. Mail delivery day following the District's mailing of the notice.
- 16.8 EVIDENTIARY HEARING (ADMINISTRATIVE APPEAL): Evidentiary hearings shall be held by the Governing Board, or in the alternative by a three-member sub-committee of the Governing Board or a mutually selected hearing officer. For hearings conducted by a Board sub-committee or a hearing officer, the hearing findings shall be advisory to the full Governing Board. Only the Governing Board shall have the authority to make the final decision.
- 16.8.1 Hearing Held Within Thirty Days: Such hearing shall be held within thirty (30) days unless extended by mutual agreement.
- 16.8.2 Hearings Are Normally in Closed Session: The hearing shall be held in closed session unless the employee requests an open/public hearing.
- 16.8.3 Presiding Officer: Hearings will be presided over by the presiding officer of the Board, the Board member designee, or the hearing officer.
- 16.8.4 Employee Shall Have Rights to Representation: The employee shall have a right to

appear in person on his/her own behalf, with counsel, or such representatives as he/she requests to represent his/her defense.

- 16.9 EVIDENTIARY HEARING (ADMINISTRATIVE APPEAL) PROCEDURE: The presiding officer/hearing officer shall conduct the hearing and rule on questions, evidence and procedure.
- 16.9.1 Either party may call witnesses, introduce evidence, testify and question witnesses.
  - 16.9.2 The charging party has the burden of proof and shall first present evidence and testimony.
  - 16.9.3 Normal procedures shall be followed, i.e., charging party presentation, defense cross examination, defense presentation, charging party cross-examination and rebuttal evidence from each party.
  - 16.9.4 Hearings will be recorded at the request of the parties or the presiding officer/hearing officer.
- 16.10 EVIDENTIARY HEARING (ADMINISTRATIVE APPEAL) DECISION: The following procedures shall apply for the evidentiary hearing decision:
- 16.10.1 Arbitrator's Decision: Recommendations shall be advisory only and shall be submitted to the Board in writing, stating the facts, findings and a recommended decision.
  - 16.10.2 Board Sub-Committee: Recommendations shall be advisory only and shall be submitted to the Board in writing, stating the facts, findings and a recommended decision.
  - 16.10.3 Board Receiving a Recommendation From Sub-Committee or Arbitrator: After the Board has received the recommended decision of the Board Sub-Committee or a hearing officer, the Board shall consider the matter in closed session and issue a decision to either accept, amend, or reject the recommended action. If the appeal of the employee was sustained in the proposed decision or by the Board, the Board shall order all such records pertaining to the charges expunged from the employee's personnel file. The Board's findings and decisions shall be:
    - 16.10.3.1 Expressed in writing and a copy provided to the employee.
    - 16.10.3.2 Effective when announced in public session.
    - 16.10.3.3 Final and conclusive.
  - 16.10.4 Board Acting as a Hearing Body: The Board may make its decision at the hearing, or take the matter under consideration for decision at a specified future time. Where the Board itself upholds a disciplinary action, it shall state the facts found, and upon which its decision is based. If the appeal of the employee was sustained in the proposed decision or by the Board, the Board shall order all such records pertaining to the charges expunged from the employee's personnel file. The Board's findings and decisions shall be:
    - 16.10.4.1 Expressed in writing and a copy provided to the employee.
    - 16.10.4.2 Effective when announced in public session.
    - 16.10.4.3 Final and conclusive.

- 16.11 TEMPORARY REMOVAL: The Chancellor or his/her designee may temporarily remove an employee with pay from duty pending action by the Preliminary Hearing Officer. Prior to such removal, other than emergencies, the employee shall be served notice in accordance with 16.3 – Disciplinary Notice. Where an emergency is deemed to exist, such notice shall be furnished the employee within five (5) working days.
- 16.12 LIMITS ON DISCIPLINARY ACTION: No disciplinary actions shall be taken for any cause which arose prior to the employee becoming permanent nor for any cause which arose more than one (1) year preceding the date of the filing of the notice of cause, unless the facts constituting the basis of the cause were not known by a person authorized to initiate an investigation of such acts, omission or misconduct at that time and could not have been discovered through the exercise of reasonable diligence. This one-year timeline may be tolled (suspended) for reasons set forth in Government Code section 3304, as applicable under POBRA. Disciplinary action taken shall be commensurate with the offense charged.
- 16.13 COMPLIANCE WITH PUBLIC SAFETY OFFICERS' PROCEDURAL BILL OF RIGHTS: Section 3304 of the Government Code, part of POBRA, provides sworn officers with the right to an administrative appeal of disciplinary actions. The intent of the parties is to ensure compliance with POBRA. Nothing herein shall be construed to be inconsistent with Section 3304, and the terms of POBRA will govern in the event of any discrepancy with the provisions enumerated above.

## ASSIGNMENTS

### Article 17

- 17.1 CHANGE OF ASSIGNMENT: Any permanent change of assignment of hours, workstation or work location within the same classification at the same campus, or District Office.
- 17.1.1 Such change of assignment may occur due to surplus or deficiency of staff, lack of work, lack of funds (to promote efficiency) or administrative requirements.
- 17.1.2 Voluntary requests for change of assignment shall be mutually agreed upon between the employee and the appropriate manager.
- 17.1.3 Involuntary change of assignment requires a showing by the District that the change is in the best interest of the District – a finding adverse to the employee is not required. When an involuntary transfer *is* motivated by an adverse finding (e.g., is a “transfer for purposes of punishment”), it shall be governed by the provisions of Section 16 (Discipline) and the requirements of POBRA. When an involuntary reassignment is required, the District shall:
- 17.1.3.1 Request and consider volunteers first.
- 17.1.3.2 When there are no volunteers, the reassignment shall be based on the least seniority within the classification.
- 17.1.4 Except in cases of emergency, change of assignment of two (2) or less hours shall not be made without five (5) work days’ notice to the employee, and change of assignment of more than two (2) hours shall not be made without ten (10) work days’ notice to the employee, and the opportunity to meet and confer.
- 17.2 WORKING OUT OF CLASSIFICATION (Out of Class Assignment): Employees may perform duties out of their classifications for five days or more using the Out of Class Assignment process below if the employee will be performing substantially all the duties of the higher classification, or the Temporary Addition of Duties process below if the employee will be performing some, but not the majority, of the duties of the higher classification.
- 17.2.1 OUT OF CLASS ASSIGNMENTS: Employees temporarily assigned to the work of another classification for a period of five (5) consecutive work days or more shall be placed on the salary range for that classification and at a step placement that will provide a minimum of a 5% increase for the corporal position or a minimum of a 10% increase for the lieutenant position in the employee’s normal classification hourly rate, but in no event higher than the top step of the classification’s salary range. Upon completion of the Out of Class Assignment, the employee shall revert to his or her permanent position at his or her regular rate of pay, including any step increase(s) for which s/he would otherwise have been eligible.
- 17.2.1.1 Step Advancement: If an Out of Class Assignment extends into a subsequent fiscal year, (i.e. starts prior to July 1 and ends after July 1), the employee shall receive a step advancement, if applicable, on July 1, in their Out of Class Assignment pay as per Article 20.2 of this Agreement.
- 17.2.1.2 Multiple Applicants for Out of Class Assignments: When two or more equally qualified applicants apply for an Out of Class Assignment, preference

shall be given to the most qualified applicant as determined through an equitable process.

17.2.1.3 L1POA Notification of an Out of Class Assignment: L1POA shall be notified upon the initiation, and prior to the extension, of an Out of Class assignment to any L1POA unit member. L1POA may demand meet and confer for Out of Classification assignments expected to exceed six months in duration.

17.2.2 TEMPORARY ADDITIONAL DUTIES: Employees temporarily assigned to some, but not all, of the work of another higher-level classification for a period of five (5) consecutive work days or more shall receive 5% additional duties pay for the duration of the assignment. The duties to be assigned may come from a temporarily vacant position or, upon appropriate approval, from a project of defined scope and duration of no more than six (6) months. If the temporary additional duties assignment is required after the maximum 6-month period, the process may be re-initiated.

17.2.2.1 When the request for temporary assignment is submitted to District Human Resources, L1POA will be copied. L1POA may demand meet and confer prior to the start of the temporary assignment.

17.2.2.2 The manager and employee shall meet and mutually agree on the temporary assignment.

17.2.2.3 Any deviation from the 5% additional compensation will be subject to meet and confer.

17.3 POLICE SERVICES OFFICER SHIFT AND/OR LOCATION CHANGE: All full-time Police Services Officers shall have a regular eight (8) hour workday (or the equivalent alternate work schedule per article 17.4.5) which shall include a one-half (1/2) hour on-duty meal period.

17.3.1 Police services shifts shall be bid every six (6) months. Bids shall be done by seniority.

17.3.2 Where there is a Police Services Officer vacancy within the District, the Police Services Officer within the District who has the next most seniority after the previous officer that filled that shift shall be able to bid for the vacant shift and/or location of his/her choice of vacant shifts. This process shall be followed until all locations and shifts are staffed.

17.3.3 After all Police Services Officers have selected their location and/or shift, any vacancies shall be filled through external recruitment.

17.3.4 Overtime: Except in cases of emergency, officers will not work more than eighteen (18) consecutive hours with a minimum of a six (6) hour rest period. Overtime pay shall be calculated per 20.8.2.2.

14.4.5 4/10 and 3/12 May Be Offered to Police Officers: Police officers may utilize the 4/10 and 3/12 provisions of Article 22 – Alternative Workweek Schedules.

17.4 POLICE SERVICES OFFICER DUTY FOR ANOTHER AGENCY: Except by mutual agreement of the officer and Chief of Police, a Police Services Officer will not be allowed to serve as a sworn police officer for another agency, including service as a reserve officer. If the Chief of Police withholds consent to allow a peace officer to engage in or be employed in other employment while off

duty, the Chief of Police shall, at the time of denial, provide the reasons for the denial in writing to the peace officer.

17.5 Basic Staffing: No less than one (1) Police Services Officer shall be scheduled to be on duty, Monday through Saturday, when classes are in session at CCC, DVC, and LMC.

17.5.1 District minimum staffing shall include one officer at each location during hours of operation.

17.5.1.1 Monday through Thursday, during peak hours when classes are in session (between the hours of 10 a.m. to 8 p.m.) two (2) Police Services Officers shall be scheduled to be on duty at Contra Costa, Diablo Valley, Los Medanos colleges.

17.5.1.2 Monday through Thursday, during peak hours when classes are in session (between the hours of 10 a.m. to 8 p.m.), District will make every effort to provide dispatch support to officers.

17.5.1.3 Prior to any sporting event or other special event where additional security is deemed necessary, a representative of the POA shall meet with the appropriate lieutenant to discuss risk assessment and staffing. Staffing levels shall be appropriate to the level of risk, as approved by the Chief of Police.

17.5.2 EMERGENCY STAFFING: If the total able bodied Police Services Officers is fourteen (14) Officer or less, The Chief of Police may suspend the current shift bid schedule and enact an emergency schedule after meeting and conferring with L1POA.

17.5.2.1 CAMPUS CLOSURE DUE TO HAZARDOUS CONDITIONS: If the Chancellor, College President, or their designee elects the closure of a Campus or Center do to environmental hazards, minus criminal activity, lasting more than one (1) day but less than five (5), all unnecessary Police Services Officers should be excused by Seniority. Those required to stay will be compensated at time and one half (1 ½).

17.6 The District and L1POA agree that providing a safe learning and working environment for students, faculty, staff and guests is of the utmost importance. This Includes providing Police Services Officers adequate personnel support, equipment and training.

## DAMAGE TO PERSONAL PROPERTY

### Article 18

- 18.1 REPLACEMENT OF PERSONAL PROPERTY DAMAGED IN LINE OF DUTY: The District shall provide for the payment of the costs of replacing or repairing the personal effects (i.e., eyeglasses, hearing aids, watches, articles of clothing) that are damaged in the line of duty without the fault of the employee. Value of such items shall be determined as of the time of damage thereto, and, if damaged beyond repair, the actual value of such item(s) shall be paid to a maximum of \$250 for each item damaged. Reports of damage (following Business Procedure 8.01) shall be given to the immediate supervisor as soon as possible after damages occur. Claims for repairing or replacing shall be given to the immediate supervisor.
- 18.2 DISTRICT NOT RESPONSIBLE FOR NORMAL WEAR AND TEAR: It is not the intention of this contract article to replace personal effects which are worn out through ordinary wear and tear; the District will not be responsible for repair or replacement costs.
- 18.3 EMPLOYEES MUST SUBSTANTIATE CLAIMS: Employees shall substantiate any claim for repair or replacement with evidence clearly indicating that damage was caused by circumstances beyond the control of the employee; i.e., without fault. Claims for replacing or repairing shall be given to the immediate supervisor.
- 18.4 APPROVAL OF CLAIM AND PAYMENT: Upon approval by the Chief of Police (or designees) of the claim, reimbursement shall be made to the employee upon presentation of receipt(s) for payment of repair or replacement costs.
- 18.5 LIMITATIONS: This contract article is intended and shall apply only to those personal effects normally and ordinarily worn or required. It specifically is not for repair or replacement of tools, radios, or other personal effects not required for work performance.

## **SAFETY**

### Article 19

- 19.1 **SAFETY IS THE RESPONSIBILITY OF DISTRICT:** Safety is the responsibility of the District. The District shall make every effort to conform to, and comply with, all health, safety and sanitation requirements of the California Occupational Safety and Health Act.
- 19.2 **EMPLOYEE SHALL REPORT UNSAFE CONDITIONS:** Each employee shall report, in writing, any alleged unsafe conditions in his/her working environment, upon discovery, to his/her immediate supervisor. The supervisor shall, within five (5) working days, respond in writing to the employee on the alleged unsafe conditions.

## SALARY AND BENEFITS

### Article 20

#### 20.1 SALARY SCHEDULE:

20.2 STEP INCREMENTS: The District shall provide all salary step increments to all regular monthly employees of the bargaining unit during the term of this agreement. Step increases shall be based upon full or partial fiscal years of employment, and all step increments for which an employee becomes eligible shall take place on July 1st. For example, an employee hired on July 1st or any date within that fiscal year at Step 1 shall progress to Step 2 the following July 1st, and so on until the top step placement is achieved.

20.2.1 Step Advancement If No Less Than Satisfactory Evaluation: In order to progress to a higher step placement the employee must not have received a less than satisfactory evaluation. Once the employee has received a satisfactory evaluation, the employee shall receive the step increase effective the first of the month following the receipt of the satisfactory evaluation by District Human Resources. An employee who received a less than satisfactory evaluation and thus did not get a step increase, shall have another evaluation done within three (3) months to determine if the employee's performance is at least satisfactory.

20.2.2 Initial Step Placement: Employees who are new to the District and are hired into a Police Services Officer position shall be placed on Step 1 of the salary range for that classification. Employees new to the District with equivalent full-time experience in the position of Police Services Officer shall be placed at up to Step 3 based on year-for-year step advancement for each full year of verified equivalent experience. Initial step placement shall not exceed Step 3.

20.2.3 Demotion Step Placement: Employees who voluntarily or involuntarily demote to a lower classification shall be placed on the appropriate salary range for the lower classification and then to that step that gets the employee closest to his/her former classification's hourly salary rate without receiving an increase in salary, provided such placement does not violate the collective bargaining agreement for the bargaining unit in which the new classification is included.

20.3 LONGEVITY PAY: The District shall provide to all regular monthly employees who have attained the appropriate full or partial fiscal years of continuous service the following longevity allowances above and beyond their regular salaries. The longevity pay allowance shall be based on the employee's step placement and shall exclude shift differential, if any.

20.3.1 4% above regular salary beginning with the 8th fiscal year of service

20.3.2 6.5% above regular salary beginning with the 11th fiscal year of service

20.3.3 9% above regular salary beginning with the 14th fiscal year of service

20.3.4 11.5% above regular salary beginning with the 18th fiscal year of service

20.3.5 15.5% above regular salary beginning with the 23rd fiscal year of service

20.3.6 18% above regular salary beginning with the 27th fiscal year of service

20.4 INSURANCE: All insurance programs are subject to carrier requirements for eligibility enrollment, and processing of claims.

20.4.1 Health Benefits Shall Continue During Paid Leaves of Absence: Insurance programs listed herein shall continue during leaves of absence with pay.

20.4.2 Employee May Pay Premiums During Unpaid Leaves of Absence: Insurance programs listed herein shall not continue during leaves without pay, except, members at their option may, by paying full District and employee premium amounts, continue the health, dental, vision and life insurance programs.

20.4.2.1 However, if an employee becomes ill and exhausts all paid leave to which he/she is entitled before being able to return to work, the District shall, for the duration of this contract, continue to pay the premiums for health, dental, vision and the District-paid portion of life insurance during the extended illness if the employee is granted a leave of absence without pay.

20.4.3 Employee Contribution Towards Medical and Dental Benefits: L1POA bargaining unit members shall contribute 6% of what would otherwise be the District's premium contribution under Article 20.4.4, below, for medical and dental insurance premiums only. For L1POA members who are not full-time, the District's premium contribution for purposes of this Article means the net cost to the District after the employee's contribution under Article 20.4.4, below.

20.4.4 District Contribution towards Insurance Premiums: The District shall pay premiums for the various insurance plans outlined in this article, pursuant to Exhibit F. The following premium contribution rates shall apply for all District-paid insurance programs outlined in this article:

20.4.4.1 The District shall contribute 100% of required premiums for regular employees who are regularly assigned to a forty-hour workweek and work at least a school term year. Employees shall contribute 6% of medical and dental insurance premiums, as described in 20.4.3.

Example of 20.4.3.1: XYZ Health Plan HMO

Employee Status: 100% time employee (40 hours per week)

Coverage Type	Total Monthly Premium	Part-Time Employee Portion (N/A)	Gross Employer Portion	Negotiated Employee Contribution (6%)*	Total Employee Payment
Family	\$1000	\$0	\$1000	\$60.00	\$60.00

\* Negotiated employee contribution is calculated by multiplying the employer contribution by 6%, i.e. \$1000 (employer contribution) x .06 (6%) = \$60.00

20.4.4.2 The District shall contribute a pro-rata amount of the required premiums for regular employees who are regularly assigned at least twenty (20) and less than forty (40) hours per week and work at least a school term year. The pro-rata

calculation shall be based on the relationship of the regular workweek hours to 40 hours. Employees shall contribute 6% of the District's pro-rata contribution for medical and dental premiums, as described in 20.4.3. Example of 20.4.4.2:

Example of 20.4.3.2: XYZ Health Plan HMO

Employee Status: 70% time employee (40 hours per week)

Coverage Type	Total Monthly Premium	Part-Time Employee Portion (N/A)	Gross Employer Portion	Negotiated Employee Contribution (6%)*	Total Employee Payment
Family	\$1000	\$300	\$700	\$42.00	\$342.00

\* Negotiated employee contribution is calculated by multiplying the employer contribution by 6%, i.e. \$700 (employer contribution) x .06 (6%) = \$42.00

20.4.4.3 The District contribution shall be 50% of required premiums for medical insurance for regular employees who are regularly assigned at least twelve (12) and less than twenty (20) hours per week and work at least a school term year. Employees shall contribute 6% of the District's 50% contribution, as described in 20.4.3.

Example of 20.4.3.3: XYZ Health Plan HMO

Employee Status: 30 to 49.9% time employee (12.0-19.9 hours per week)

Coverage Type	Total Monthly Premium	Part-Time Employee Portion (N/A)	Gross Employer Portion	Negotiated Employee Contribution (6%)*	Total Employee Payment
Family	\$1000	\$500	\$500	\$30.00	\$530.00

\* Negotiated employee contribution is calculated by multiplying the employer contribution by 6%, i.e. \$500 (employer contribution) x .06 (6%) = \$30.00

20.4.4.4 Employees who must pay a portion of the insurance premiums shall have such premiums deducted from their paychecks on a monthly basis.

20.4.4.5 Employees Reimbursed for Out-of-Pocket Co-Pays: \$65,000 per fiscal year will be set aside by the District to reimburse classified employees for the higher co-pays that became effective 7/1/2003 and again from 2019-20 negotiations. These funds will be used on a first-come, first-served basis until the money is exhausted. To be eligible, an employee must be covered by the District's medical plans. The co-pays eligible for reimbursement are office visits and prescription drugs. The amount of co-pay eligible for reimbursement is the amount that exceeds \$5.00. Employees who are on maintenance prescriptions will be required to participate in the 90-day prescription provisions to receive reimbursement. Effective August 1, 2013, includes

hospital and emergency room visit copays. Reimbursement does not cover out-of-network PPO percentage.

20.4.5 Salary Continuance Insurance: The District shall purchase income protection coverage for eligible unit employees to provide for a 60-day waiting period and a monthly benefit of two-thirds of salary to a maximum of \$6,000 per month.

20.4.6 Tax-Sheltered Annuity Programs: The following provisions shall apply:

20.4.6.1 Individual Tax-Sheltered Annuity Programs: The District shall provide for participation by regular employees tax-sheltered annuity programs with carriers fulfilling all state and federal requirement eligibility. It is the employee's sole responsibility to assure such carrier eligibility.

20.4.6.2 Flexible Spending Program (125 Plan): The District shall provide for full time employees an Internal Revenue Service Section 125 Plan, with a District approved program administrator, to cover medical and dependent care expenses. Part-time employees may utilize the IRS Section 125 Plan for payments.

20.4.7 Retiree Health Benefits: The District shall offer the following retiree health program:

20.4.7.1 Participation in Medicare: All employees who retire from District service and become Medicare-eligible (currently age 65) are required to enroll in a Medicare-coordinated plan. Failure to enroll in a Medicare-coordinated plan after receiving 30 days' notice from the District of this requirement shall result in termination of health benefits All persons who receive health benefits from the District must provide evidence to the District that they have successfully enrolled in Medicare Part A or present documentation why they are not eligible to enroll. For retirees enrolled in District benefits the District will reimburse Medicare Part B for those retiring with Medicare Part A.

Retirees may request reimbursement for the previous calendar year. Annually, in February, District will send a letter to retirees soliciting appropriate paperwork and documentation to be reimbursed for Medicare B. To be reimbursed for Medicare B, retirees must submit appropriate paperwork and documentation by the end of the calendar year in which the retiree received District notification for reimbursement for the previous calendar year. Retirees may submit requests for reimbursement annually or quarterly. Reimbursements will be paid quarterly as long as allowed by the plan administrator.

20.4.7.2 Participation in Cost Containment Measures: All employees who retire on July 1, 2001 or thereafter and who participate in the District's retiree health plans shall participate in reasonable cost containment measures as a condition of receiving benefits.

20.4.7.3 Retirees Prior to 7/1/84 and Employees Hired Prior to 7/1/84: The District contribution for health and dental insurance for designated employee groups is as follows:

20.4.7.3.1 Retired Prior to July 1, 1984: Based on 100% of premium for

retiree and dependents.

20.4.7.3.2 Hired Prior to 7/1/77 and Retired Prior to 12/31/90: Based on 100% premium for retiree and dependents.

20.4.7.3.3 Currently Active Employees Hired Prior to 7/1/84: The District will provide 100% of premium at the time of retirement for employees and dependents.

20.4.7.4 All Other Employees: For all other employees and retirees hired on or after 7/1/84, the following point system shall apply:

20.4.7.4.1 Eighty (80) Points: Any employee retiring under PERS shall be eligible for District contribution of health and dental benefits provided to current employees within an approved District program provided the following requirements are met at the date of retirement. In 1990-91 and thereafter, where the minimum age at the date of retirement is 50 or more, and where the years of service when added together equals a minimum of eighty (80) (i.e. 50 + 30, 51 + 29, 52 +28, 65 + 15, 70 + 10). The District shall pay 100% of the maximum premium amounts for the retiree and 50% of the premium requirements for the dependents.

20.4.7.4.2 Seventy (70) Points: The District shall pay 50% of the maximum premium amounts for the retiree and 25% of the premium requirements for the dependents, for retirees who have met eligibility by attaining 50 years of age, having worked full-time in the District for a minimum of ten (10) years, and where the sum of age and full-time years in the District equals a minimum of seventy (70).

20.4.7.4.3 Retiree Health Benefits for Employees Hired On or After August 1, 2005 but prior to July 1, 2020: Employees hired on or after August 1, 2005 and their dependents will be eligible to continue receiving District sponsored medical and dental benefits under the current provisions until Medicare eligible. Once Medicare eligible, should the retiree elect to stay on any District sponsored health or dental plan, the retiree shall pay 50% of the district's cost for health and 50% of the dental fully insured premium equivalent\*. The spouse may stay in the district sponsored health or dental plan, once Medicare eligible, by paying the 100% of the District's premium cost. The District shall also permit current and future retirees to purchase participation in VSP or EAP by paying for one or both at the premium rate specified by the carrier for District retirees.

Retiree Health Benefits for Employees Hired On or After July 1, 2020: Employees hired on or after July 1, 2020, and their dependents will be eligible to continue receiving District sponsored medical and dental benefits under the current provisions until Medicare eligibility. Once Medicare eligible,

should the retiree elect to stay on any District sponsored health or dental plan, the retiree shall pay 100% of the district's cost for health and 100% of the dental fully insured premium equivalent\*. Eligible dependents may stay in the district sponsored health or dental plan, once Medicare eligible, by paying 100% of the District's premium cost. The District shall also permit current and future retirees to purchase participation in VSP or EAP by paying for one or both at the premium rate specified by the carrier for District retirees. Voluntary retiree participation in any plan is subject to carrier approval.

*\*The current CCCD dental plan is a fully self-insured plan (i.e. the District administers and pays claims directly). The premium rates are determined by formulas used by the District's benefits consultant to forecast actual costs. Current rates are posted on the District web site or are available by contacting the District Human Resources Department.*

1. If a retiree who is under Medicare eligibility age has an older spouse, coverage for the older spouse shall end the first of the month following the spouse's eligibility for Medicare. However, under this scenario, the retiree's coverage shall continue until the first of the month following the retiree's eligibility for Medicare. If a retiree is older than his/her spouse, coverage for the spouse and dependents (if any), shall end the first of the month following the retiree's eligibility for Medicare. When referring to a spouse, this language shall also mean any qualifying domestic partner.
2. Once the retiree is eligible for Medicare, the retiree and spouse may remain on the District's retiree health plan. However, the retiree will be required to pay 50% of the District's cost for the premiums quarterly in advance. When a spouse who is older than the retiree becomes eligible for Medicare and is thus dropped from the District's sponsored program, the spouse may remain on the District's retiree health plan provided the retiree pays for the spousal portion of the premiums quarterly in advance. When referring to a spouse, this language shall also mean any qualifying domestic partner.
3. The same concepts noted above shall apply to retirees selecting 2-party coverage health plans, 2 + coverage, etc.

20.4.7.4.4

Defining Full-Time Service: The 80 point and 70 point programs noted above are for "full-time" employees. For purposes of this retiree benefit, "full-time" means any regular classified employee who is within PERS. The years of service required means years of eligible PERS service. The years of service need not be continuous. This definition also applies to (Disability Retirement section above).

- 20.4.7.5 Contributions: The District shall pay for each retiree and dependents enrolled at the date of retirement and thereafter, unless renegotiated, the maximum amounts designated in Appendix F incorporated by reference.
- 20.4.7.5.1 Part-time Service: Regular employees who are employed part time and meet the point eligibility noted in Section 20.4.7.4 may participate in retiree benefit coverage at time of retirement. However, the District shall contribute a proportionate amount of the premium cost for retirees equal to the percentage of the employee's final work assignment or the percentage contributed by the District for the employee at the date of retirement, whichever is higher.
- 20.4.7.5.2 Maximum Contributions Are Based on Kaiser Rate: Such contribution amounts paid by the District as reflected in Appendix F are based upon Kaiser Insurance and Delta Dental Insurance Program premium rates and reflect 100% premium coverage to retiree and 50% premium coverage to spouse, paid by the District.
- 20.4.7.5.3 Retiree Payments: Retiree contribution amounts shall be paid to the District quarterly in advance.
- 20.4.7.6 Disability Retirement: Any employee who retires from the District on PERS disability retirement may still be eligible for premium coverage outlined in 20.4.7.4 regardless of age so long as the employee has worked full-time in the District for a minimum of ten (10) years. At ten years of service, the disabled employee is eligible to have the District pay fifty percent (50%) of the maximum premium amounts for the retiree and twenty-five percent (25%) of the premium requirements for the dependents. If the disabled employee has worked full-time in the District for a minimum of fifteen (15) years, he/she is eligible to have the District pay one hundred percent (100%) of the maximum premium amounts for the retiree and fifty percent (50%) of the premium requirements for the dependents.
- 20.4.7.6.1 For purposes of this retiree benefit, "full-time" means any regular classified employee who is within PERS. The years of service required means years of eligible PERS service. The years of service need not be continuous. (See "Defining Full-Time Service" section, above.)
- 20.4.7.7 Retiree With At Least 10 Years' Service But Insufficient Points: Any employee who retires under PERS with a minimum of ten (10) years District continuous service, but without attaining minimum eligibility requirements as stated in Section 20.4.7.4, may continue in his/her District-approved health insurance program when not enrolled or covered in a non-District insurance program, provided full premium payments are paid in advance to the District on a quarterly basis. The retiree may, at his/her option, continue eligible dependents within the same program provided the retiree pays such full premium payments in advance to the District on a quarterly basis.
- 20.4.7.8 Health Insurance After Death of Retiree or Employee: Upon the death of a retiree or active employee, a surviving spouse and/or dependents, if any, shall

continue to receive District contributions towards health insurance coverage for a six (6) month period from the date of death. After six (6) months, the surviving spouse and/or dependents may, at their option, remain in the insurance program by paying full premium amounts required for the program of enrollment in advance to the District on a quarterly basis.

20.4.7.9 Dental Insurance After Death of Retiree or Employee: Upon the death of a retiree or active employee, a surviving spouse and/or dependents, if any, shall continue to receive for a six (6) month period from the date of death, District contributions towards Dental Insurance coverage by election of one of the following options: 1.) Remaining in the insurance program pursuant to COBRA regulations which will provide coverage for 36 months, of which the District will pay the first six (6) months or 2.) Declining coverage under COBRA regulations and continuing coverage for six (6) months at District expense, with termination of coverage at the end of the six (6) months. Full premium amounts due under COBRA option shall be paid for the program of enrollment to the District quarterly, in advance.

20.4.7.10 Retiree Life Insurance: The District and the Union agree to permit regular monthly employees to purchase post-retirement life insurance if available.

20.4.8 Life Insurance: The District shall maintain, in participation with unit employees, group life insurance at the face value to fifty thousand dollars (\$50,000) in accordance with insurance carrier requirements, at District cost. The District will arrange with the insurance carrier to allow employees to purchase, at their expense, up to an additional one hundred thousand (\$100,000) of life insurance.

It is agreed that any eligible employee having an additional self-paid \$25,000 of life insurance may remain at \$25,000 or purchase an additional \$25,000 at his/her option. However, any eligible employee who has not had additional self-paid life insurance and any new employee who becomes eligible shall have only the option of purchasing an additional self-paid \$100,000 of life insurance in \$50,000 increments, pending carrier approval. Employees purchasing optional life insurance may also purchase, at their expense, optional \$5,000 dependent coverage. New employees may have the option of an additional, self-paid, \$100,000 guaranteed issue life insurance policy, if purchased within the first 30 days of hire (depending upon the basic plan selected). Note that basic and optional life insurance plans are canceled at the employee's retirement, and that insurance plans and coverage are subject to change. Please consult the Employee Group Benefits guide and the policy for more specific information.

20.4.8.1 Regular Part-Time Employees: All employees working less than full-time, regardless of their original employment date with the District, shall, upon request and at their option, be entitled to pro rata premium payments for life insurance by the District. Pro rata contribution shall be at the same ratio as their regular work schedule bears to full-time service. Regular employees who have work assignments of at least twelve (12) and less than twenty (20) hours per week will pay for 50% of the life insurance premium and the District will pay 50%. Any balance due to the insurance carrier shall be paid by the employee, by payroll deduction. Face value of life insurance shall in all cases be \$50,000. No pro rata reduction of the face value amount shall be permitted.

- 20.4.9 Vision Care: The District shall provide all full-time employees and their dependents with Vision Service Plan (VSP) Plan C. This plan shall provide for a comprehensive exam and new lenses every 12 months, and new frames every 12 months. All other services will be pursuant to the standard VSP plan description, except that it will reimburse up to \$50 for examinations by non-panel providers. There shall be a \$10 annual deductible on materials only. In addition, the following vision plan enhancements shall apply: \$60 wholesale frame allowance; computer glasses; progressive lenses, tints, and UV coatings.
- 20.4.10 Dental Insurance: The District shall provide a Delta Dental Plan with provisions for a \$2,000 annual dental plan, \$2,000 lifetime orthodontics plan for all regular employees and each eligible dependent.
- 20.4.11 Cash Election In-Lieu of Medical Benefits: Any employee who chooses not to receive health contributions by the District and who submits an affidavit of other coverage and a Cash Election In-Lieu of Medical Benefits form (Appendix I) shall receive a monthly amount equal to the District's net contribution for the Kaiser single rate effective during the term of this agreement. ("District's net contribution" is equal to District's premium cost, less any required employee contribution; see "District Contribution Towards Insurance Premiums" section, above.) The employee shall receive the amount as salary in his/her regular payroll warrant, including in those months in which the employee is not scheduled to work for the entire month. The amount of such contributions shall be listed on a regular basis in Appendix E. If the employee loses health coverage specified in the affidavit, the employee shall be enrolled immediately in the district health plan of the employee's choice, subject to the approval of the carrier. Any salary received under this section can be, at the employee's option, diverted to a tax-sheltered annuity or IRS Section 125 plan as outlined in the Tax-Sheltered Annuity Programs section above.
- 20.4.12 Air Travel Insurance: Employees shall be provided, in an amount established by the District, air travel insurance for accidental death resulting while on official District business on a scheduled airline. No more than ten (10) persons from the District shall be scheduled on a flight.
- 20.4.13 Employee Assistance Program: An outside contractor will provide counseling service. The District agrees to consult with L1POA if it considers changing the EAP carrier. Use of the EAP is at the employee's sole discretion. The plan will cover the employee and eligible dependents. The plan will provide up to 10 visits per family member per year.
- 20.4.14 Domestic Partner Coverage: The District will pay the insurance premiums for domestic partner coverage in the same amounts as required for active employees who are married. For the purpose of Contra Costa Community College District health, dental, and vision benefits, "domestic partnership" shall exist between two persons regardless of their gender, and each of them shall be the "domestic partner" of the other if they both complete, and sign and file with the District the "Affidavit of Domestic Partnership" (Appendix G) which includes the following statements:
- 20.4.14.1 The two parties have resided together for at least six months and have chosen to share their lives in a committed relationship of mutual caring, similar to marriage, for an indefinite amount of time;
- 20.4.14.2 The two parties are: not married or legally separated from anyone else, and are eighteen (18) years or older, not related by blood closer than would bar marriage in the State of California, and mentally competent to consent to contract;

20.4.14.3 Neither individual has had another domestic partner within the prior six (6) months (unless the relationship terminated due to death).

20.4.14.4 The two parties declare that they are each other's sole domestic partner; they are responsible for their common welfare and are financially interdependent. "Financial Interdependence" means that the domestic partners have entered into a contractual commitment for financial responsibility or have joint ownership of significant assets (such as home, car, bank accounts) and joint liability for debts (such as mortgages and major credit cards). Financial interdependence is demonstrated by meeting at least two of the following conditions:

1. Hold a joint mortgage or lease
2. Designate a partner as the beneficiary of life insurance or retirement benefits
3. Designate a partner as primary beneficiary in a will
4. Assign a health care power of attorney to the partner
5. Jointly own a bank account or credit account
6. Jointly own a car

20.4.14.5 The two parties agree to notify the District in writing if there is any change in the circumstances attested to in the affidavit.

20.4.14.6 The two parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.

20.4.14.7 Termination of the partnership shall entitle the non-employee domestic partner and the dependents of the non-employee domestic partner the rights to the District COBRA coverage or Kaiser Conversion coverage if the former domestic partner and/or his/her dependents meet the eligibility requirement of the plans in question.

20.4.14.8 Dependents of domestic partners who meet the eligibility requirements of the plans in question shall be eligible for coverage.

20.4.14.9 Domestic partners are eligible for continuing coverage through the Group Health, Dental and Vision Benefits under the same provisions as the federal group continuation law known as "COBRA" or other applicable law upon termination of employment subject to the rules and regulations of the plans in which the employee is enrolled.

20.4.14.10 20.4.14.20 Domestic partner benefits shall extend to employees' retiree health benefits who retire on or after the effective date of the ratification by the District Board in the same manner as other District employees who retire.

20.4.15 Double Coverage: Dependent family members of two employees/retirees under provisions of this contract are entitled to health plan coverage in one plan only. The employees/retirees may elect to join different health plans, but they are not entitled to coverage both as a subscriber and dependent. In the Delta Dental plan each employee/retiree may be a subscriber and only one subscriber may carry the dependents.

- 20.4.16 Open Enrollment: Annually, between October 15 and November 15, there will be an open enrollment period for employees to change carriers effective December 1.
- 20.5 PARKING FEES: The District agrees it shall provide for the duration of this contract, a free parking permit for employees. Such permit is for faculty/staff designated lots or spaces.
- 20.6 UNIFORM ALLOWANCE FOR POLICE SERVICES: The following provisions shall apply to the granting of uniform allowances to Police Services employees.
- 20.6.1 Uniform Allowances: Three (3) long-sleeve shirts, three (3) short-sleeve shirts, three (3) pair of trousers, (1) jacket, one (1) badge, one (1) tie, one (1) flashlight, one approved (1) 9mm-caliber pistol, one (1) impact weapon approved by the department, one (1) approved duty belt, two (2) sets handcuffs and case, one (1) holster, one (1) trouser belt, two (2) radio holders, one (1) pepper spray/mace holder and one (1) ballistic vest. Vest outer carrier with appropriate pouches/holders, citation book holder, form holder (posse box), equipment carrier bag (beat bag).
- 20.6.2 Annual Replacements: One (1) pair of work boots annually, up to two hundred and fifty dollars (\$250) per pair; two (2) uniforms (short or long sleeve shirt and trousers of employee choice of style).
- 20.6.3 Cleaning of Uniforms: Each campus will contract with a cleaning establishment. Employees utilizing such cleaners shall have cleaning of uniforms at District expense. Employees shall be responsible for the cost of cleaning if any other cleaner is used.
- 20.6.4 Minor Repairs and At Fault Loss of Uniforms/Equipment: Minor repairs to uniforms, and any uniform or equipment lost due to employee negligence or carelessness shall be the responsibility of the employee. The employee is responsible, prior to leaving employment with the District, to turn in all uniforms and equipment furnished by the District.
- 20.6.5 Replacement of Worn-Out Uniforms: The District will replace worn-out uniforms through a District-contracted uniform establishment when the employee is authorized by management to replace a uniform. Employee replacement through any other source requires employee payment for such replacement.
- 20.7 PAYROLL ERRORS: Proper salary grade and step placement is a joint responsibility of the employee and the District. All employees are to review their salary placement at least annually and should they believe that they are improperly placed on the salary schedule, they are to immediately bring this information to the attention of the District.
- 20.7.1 Insufficient Payment: Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a special payroll check issued no later than five (5) working days after the District has received both a written request from the employee and verification of the error. Otherwise, the supplemental amount will be included in the next regular paycheck following verification of the error.
- 20.7.2 Overpayment: If the District overpays the employee, the employee shall, upon realizing the fact or upon notification from the District, repay the full amount of such overpayment. If the overpayment is \$100 or less, the employee shall have the overpayment deducted in the next paycheck. For overpayments exceeding \$100, the repayment schedule shall be equal to the number of months the employee was overpaid. For example, an employee who was overpaid a total of \$300 over a period of three months shall have \$100 deducted for the three months. Employees who leave the District or go on unpaid leaves prior to complete repayment shall have the remainder of the overpayment deducted from their

final check. If the final check is insufficient to cover the amount owed, the employee will submit the necessary funds to the District within 30 calendar days.

20.8 OVERTIME: The following overtime provisions shall apply to all employees in the bargaining unit:

20.8.1 Employees shall be compensated at the rate of one and one-half (1-½) times his/her regular rate of pay for overtime.

20.8.2 Overtime includes:

20.8.2.1 Work on a holiday, whether as a part of the employee's normal work week or as required and authorized by his/her supervisor (see also Article 9.9).

20.8.2.2 Work in excess of their regular scheduled (8, 10, 12) hours on any workday.

20.8.2.3 Work in excess of forty (40) hours during any workweek.

20.8.2.4 Work on the sixth (6th) and seventh (7th) consecutive days of the work week where an employee's assignment has averaged four (4) or more hours during the previous five (5) consecutive days.

20.8.2.5 Work on the seventh (7th) consecutive day of the work week where an employee's assignment has averaged less than four (4) hours during the work week.

20.8.3 For the purposes of computing hours worked, time during which the employee is excused from work because of holidays, sick leave, vacation or other paid leave of absence shall be considered as time worked by the employee.

20.8.4 Overtime pay shall be in addition to any pay received for defined holidays.

20.8.5 The work schedule of an employee or employees may be adjusted on a temporary basis during any day or week by agreement between the supervisor and employee(s). Work schedules may be adjusted on a temporary basis without agreement where seven (7) or more calendar days' notice is given to the employee or employees. It is agreed any such adjustment shall not be solely for the purpose of circumventing overtime provisions of this Agreement.

20.8.6 All overtime must receive prior approval from Command Staff, their designee, or Incident Commander, as outlined and defined in department policy (Lexipol) of chain of command.

20.8.7 Overtime shall, wherever possible, be performed by employees in the classification to which the work is normally performed (detective or other specialized training).

20.8.8 Overtime assignments will be offered to Police Services Officers at their assigned location based on hire date seniority. If the overtime assignment is not accepted by officers at the assigned location, then the overtime assignment will be offered to officers at all locations based on hire date seniority. For purposes of this Article, assignments at centers will be administered as part of the college with which the center is affiliated.

20.8.9 Compensatory Time Off: By mutual agreement between the employee and his or her immediate supervisor, the employee may have compensatory time off at time and one half (1½) in lieu of paid overtime wages as described in this Article. Compensatory time accrued but not used shall be paid as overtime work that month. Compensatory time may not accrue into future pay period months.

20.8.9.1 Record of Compensatory Time: Compensatory time earned and used shall be recorded each month on the Monthly Absence Report.

20.9 NIGHT WORK: All monthly employees on a regularly scheduled basis with one-half (1/2) or more of the daily work hours assigned between 5:00 p.m. and 12:00 a.m. shall receive additional shift pay of five percent (5%) and shall be employed with Board approval at the differential rate. All monthly employees on a regularly scheduled basis with one-half (1/2) or more of the daily work hours assigned between 12:00 a.m. and 6:00 a.m. shall receive additional shift pay of seven and one-half percent (7.5%) and shall be employed with Board approval at the differential rate.

20.9.1 Police Services Officers assigned to a 4/10 work schedule who work four (4) hours or more after 5:00 p.m. shall receive the additional shift pay of five percent (5%).

20.9.2 Police Services Officers assigned to a 3/12 work schedule who work six (6) hours or more after 5:00 p.m. shall receive the additional shift pay of five percent (5%).

20.10 CALL-BACK: Employees called back to work at times other than their normal work hours to perform District services shall receive payment for a four (4) hour minimum period at the appropriate overtime rate. Time includes retrieval of required uniform and equipment from their assigned location to perform their assignment at other district sites.

20.10.1 Judicial Hearings: Police Services Officers required to testify in Criminal, Civil or procedural hearings (parole or probation revocations or similar) at times other than their normal work hours shall receive payment for a two (2) hour minimum period at the appropriate overtime rate.

20.10.2 Standby Status: As required by the Criminal Prosecutor (District Attorney's Office), Police Officers required to monitor their phone and be able to immediately respond in person to participate in a hearing, at times other than their normal work hours, shall receive payment for a two (2) hour minimum or actual time exceeding two (2) hours at their appropriate overtime rate. For the purpose of this section, Standby Status is the equivalent of waiting in a court lobby awaiting to testify whether or not in fact one's testimony ultimately was required.

20.10.3 Court Cancellations: Court Hearing Canceled without prior day notice, Officer shall receive 2 hours of appropriate overtime rate.

20.10.4 Same Day Callback: Officers assigned for an event before or after their regularly scheduled shift will be compensated at their appropriate overtime rate in between those two assignments up to 2 hours. Officers shall be on duty status and will perform assignments as needed.

20.11 SPECIAL ASSIGNMENT DIFFERENTIALS:

20.11.1 POLICE INVESTIGATOR DIFFERENTIAL: The District shall assign at least one Police Services Officer district-wide as a regular police investigator. The purpose of the assignment will be to conduct investigations of crimes and complaints against District staff, students, and property; conduct personnel background investigations; prepare and file cases with the District Attorney's Office; collect and preserve evidence and property; prepare and serve arrest warrants, search warrants and subpoenas; maintain off-duty availability to respond to incidents that require the skill of an investigator; develop and maintain a Crime Prevention Program for the District; and perform other police duties. An employee regularly assigned as a Police

Investigator shall receive 7.5% differential as part of his/her regular base salary.

20.11.2 POLICE CORPORAL / FIELD TRAINING OFFICER: The District shall assign at least three (one each campus) Police Services Officers as Police Services Corporals. The purpose of the assignment will be to complete the P.O.S.T. required on the job training for new Police Officers and serve as a mentor and coach for full time employees. A Police Services Officer assigned as a Corporal shall receive a 7.5% differential. Temporary Field Training Officers shall receive a 7.5% differential while actively training a new Police Officer.

20.11.3 Appointment and continued service in any special assignment is at the sole discretion of the Chief of Police or their designee. Assigned employees shall not have any vested right to remain in the position, and removal from a Special Assignment shall not be deemed to constitute an adverse or disciplinary action.

20.11.4 Compensation for special assignment shall be detailed in a salary schedule that includes salaries for corporals and detectives/investigators and reflects the differentials listed above and reported to PERS, so long as the compensation is PERS-creditable following normal PERS regulations.

20.12 Retirement Plans: District will participate in the California Public Employees Retirement System (PERS). Each member will be assigned to PERS unless s/he is eligible for and elects to remain in another retirement plan that has a reciprocity agreement with PERS. As sworn peace officers, all employees within the unit shall receive either the 2% at 50 Safety PERS plan (Classic Members) or 2.7% at 57 safety PERB plan (Non-Classic Members) from PERS. The parties recognize that the 2% at 50 PERS Plan was originally extended to unit members in exchange for a negotiated agreement that impacted sworn peace officers would drop out of Social Security, and that the District's and the employees' share of Social Security will then be used to help subsidize the costs of this new program. If at some future date, PERS re-imposes a District contribution on the regular 2% at 55 School Employee Plan, the parties agree to reopen negotiations on the topic of the employees' cost of this retirement benefit enhancement.

20.13 FUNCTIONS REQUIRING POLICE AND OR SECURITY SERVICES: Any functions which at the discretion of the Chief of Police require police and/or security services held on District facilities shall be staffed by District police services personnel on regular or overtime status as appropriate, so long as it does not impact regularly assigned duties and police services personnel are available.

## **SENIORITY DATE**

### Article 21

21.1 SENIORITY DATE: The parties agree that seniority in the District or in the classification is based on hire date in the District or classification.

## ALTERNATIVE WORKWEEK SCHEDULES

### Article 22

22.1 WORK WEEK 4/10 SCHEDULE: Notwithstanding any other provisions of the collective bargaining agreement between the L1POA and the District, the 10-hour per day, 40-hour, four consecutive day work week may be established for a unit position during the fiscal year by mutual consent between the District and the L1POA.

22.1.1 Fiscal Year: Fiscal year means the period between July 1 and June 30.

22.1.2 Work Week: The workweek for all regular full-time employees shall consist of four (4) consecutive workdays of ten (10) hours each, Monday through Sunday.

22.1.3 Work Day: The workday shall consist of ten (10) consecutive hours assigned within each twenty-four (24) hour period. Beginning and ending times of such ten (10) hour work schedules shall be determined by mutual consent of the employee, the Union and the appropriate lieutenant.

22.1.4 Overtime After 10 Hours: The overtime rate for police services officers working 4/10s shall be paid for all hours worked in excess of ten (10) hours per day. Work performed on the fifth, sixth and seventh days, or work performed on holidays, or work performed in excess of forty (40) hours per week shall be compensated at the overtime rate.

22.1.5 Leave Accounts Charged for Actual Hours: Earned paid leaves (i.e., sick, vacation, etc.) and leave without pay shall be recorded for the scheduled hours per day for the date of absence.

22.1.6 Conversion of Leave Days to Reflect 4/10 Schedule: Leaves that are subject to a maximum number of days per year shall be recorded for the scheduled hours per day for the date of absence, and the hours shall be converted to daily equivalents based on an eight (8) hour day for full-time positions (i.e., forty [40] hours equals five [5] days industrial accident leave for a full-time employee) for purposes of determining days used.

22.1.7 Work Times May Be Temporarily Adjusted: The work times may be adjusted on a temporary basis during any day or week by agreement between the ~~supervisor~~ lieutenant and employee. Work times may be adjusted during any day or week to meet District emergency requirements. Work times may be adjusted on a temporary basis, without agreement, where seven (7) or more calendar days' notice is given to the employee. It is agreed any such adjustment shall not be solely for the purpose or circumventing overtime provisions.

22.2 WORK WEEK 3/12 SCHEDULE: Notwithstanding any other provisions of the collective bargaining agreement between the L1POA and the District, the 12-hour per day, 36 to 44-hour weeks made up of 3 consecutive 12 hour shifts with a consecutive 8 hour shift biweekly (six 12-hour shift plus one 8-hour shift comprising 80 hours every two weeks) may be established for a unit position during the fiscal year by mutual consent between the District and the L1POA.

22.2.1 Fiscal Year: Fiscal year means the period between July 1 and June 30.

22.2.2 Work Week: The workweek for all regular full-time employees shall consist of three (3) consecutive workdays of twelve (12) hours each with an additional 8-hour shift every two weeks, Monday through Sunday.

22.2.3 Work Day: The workday shall consist of twelve (12) consecutive hours assigned within each twenty-four (24) hour period. Beginning and ending times of such twelve (12) hour work schedules shall be determined by mutual consent of the employee, the L1POA and the individual manager or supervisor.

22.2.4 Overtime After 12 Hours: The overtime rate shall be paid for all hours worked in excess of 12 (12) hours per day. Work performed on the fifth, sixth and seventh days, or work performed on holidays, or work performed in excess of forty (40) hours per week shall be compensated at the overtime rate.

22.2.5 Leave Accounts Charged for Actual Hours: Earned paid leaves (i.e., sick, vacation, etc.) and leave without pay shall be recorded for the scheduled hours per day for the date of absence.

22.2.6 Conversion of Leave Days to Reflect 3/12 Schedule: Leaves that are subject to a maximum number of days per year shall be recorded for the scheduled hours per day for the date of absence, and the hours shall be converted to daily equivalents based on an eight (8) hour day for full-time positions (i.e., forty [40] hours equals five [5] days industrial accident leave for a full-time employee) for purposes of determining days used.

22.2.7 Flexible Work Schedule: A regular monthly employee may be granted flexible work schedule opportunities to attend to personal business or emergencies. Flexible work schedule opportunities are intended to provide the employee an opportunity to request a change in work schedule for a brief period of time, usually one to two working days. The decision of the manager regarding such requests is final. The manager's decision is not grievable. Flexible work schedule adjustments must be corrected within the month in which the change was granted. Flexible work schedule adjustments shall not result in overtime compensation.

22.3 In the event that there are disagreements between one or more police services officer and the appropriate lieutenant or Chief of Police regarding flexible work schedules, the District and L1POA shall meet and confer.

## **DURATION**

### Article 23

23.1 LENGTH OF AGREEMENT: 2023-2024; 2024-2025; 2025-2026.

23.2 FULL AND COMPLETE AGREEMENT OF THE PARTIES: This Agreement constitutes the full and complete commitment between both Parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the Parties in a written and signed amendment to this Agreement.

23.3 REOPENERS: The contract is subject to reopeners as follows: each party may designate one article each year to be reopened (or more by mutual agreement). In addition, negotiations on total compensation (salary and the District's contribution to benefits) will reopen automatically each year.

23.4 SIGNATURES: Union signatures of this Collective Bargaining Agreement shall be its Chief Negotiator and Members of the L1POA Bargaining Team. Signatures for the District shall be its Chief Negotiator, Chancellor, and President of the Board of Trustees.