

AGREEMENT BETWEEN
**SAN BERNARDINO COMMUNITY COLLEGE
DISTRICT (SBCCD)**
AND
**SAN BERNARDINO COMMUNITY COLLEGE
DISTRICT POLICE OFFICERS' ASSOCIATION
(SBCCDPOA)**

JULY 1, 2020 – JUNE 30, 2023



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PREAMBLE

This is an agreement made and entered into the 1st day of July 2020, between the San Bernardino Community College District, hereinafter referred to as DISTRICT, and the San Bernardino Community College District Police Officer Association, hereinafter referred to as ASSOCIATION. Reference to the PARTIES shall include both the DISTRICT and the ASSOCIATION.

ARTICLE 1: RECOGNITION

- 1.1 The DISTRICT recognizes the ASSOCIATION as the exclusive representative for all sworn college school police officers except those positions identified as management and non-sworn employees. Excluded are all other employees.

- 1.2 The DISTRICT agrees to not contract or assign police service of unit members as outlined in the DISTRICT Job Description for College Police Officers dated June 21, 2018, and as modified thereafter, to either non-sworn employees or through an outside contractor without first meeting and conferring with the ASSOCIATION.

ARTICLE 2: MANAGEMENT RIGHTS

- 2.1 It is understood and agreed that the DISTRICT retains all of its powers and authority to direct, manage, and control its operation as specified by and to the full extent of the law, except as specified in this Agreement.
- 2.2 Included in, but not limited to, those duties and powers are the exclusive right to: determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; classify and reclassify; determine the number and kinds of personnel required; maintain the efficiency of DISTRICT operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; determine the level of safety standards to comply with Federal and State requirements; and contract out work not customarily and routinely performed by bargaining unit members or where expressly forbidden by law. The DISTRICT also retains the right to hire, classify, evaluate, promote layoff, terminate, and discipline employees.
- 2.3 The DISTRICT retains its right to amend, modify, or rescind policies and practices set forth in this Agreement in cases of emergency and to determine when an emergency exists. For the purpose of this Article, the term “emergency” shall mean a situation which could not have been reasonably foreseen and which when not acted upon might incur loss of life or limb or serious damage to property such as a natural disaster, conflagration, epidemic, or work stoppage.
- 2.4 The exercise of these powers, rights, authority, duties, and responsibilities shall be directed by the DISTRICT; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.
- 2.5 The ASSOCIATION, on behalf of its unit members, agrees that it will not cause, encourage, participate in, or support any strike, boycotting, or work stoppage, or refuse to render services or to work at any time during the term of this Agreement. In the event of a violation of this section by the ASSOCIATION and/or the unit members, the DISTRICT may, in addition to other remedies, discipline such unit members up to and including discharge. Unit members shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, work stoppage or other interruption of work.

ARTICLE 3: NO DISCRIMINATION

- 3.1 It is understood and agreed that neither the DISTRICT nor the ASSOCIATION shall discriminate against any unit member because of rights guaranteed by the Educational Employment Relations Act. Such discrimination is subject to unfair practice procedures and shall not be grievable under Article 18 of this Agreement.

- 3.2 The San Bernardino Community College District complies with all state and federal rules and regulations and does not discriminate on the basis of race, color, national origin, gender, or disability. This holds true for all District employment and opportunities. Harassment of any employee/student with regard to race, color, national origin, gender, or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to the District's Title IX Officer and/or Section 504/ADA Coordinator. The Title IX Officer and/or Section 504/ADA Coordinator is the Vice Chancellor, Human Resources, or designee, Department of Human Resources, 550 E Hospitality Lane Suite 200, San Bernardino, CA 92408, (909) 388-6950.

ARTICLE 4: DUES AND ORGANIZATIONAL SECURITY

4.1 PROVISIONS

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

4.2 DUES DEDUCTION

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

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

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

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

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

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

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

- 4.2.8 The DISTRICT shall make payroll deductions in reliance on the ASSOCIATION'S certification that the ASSOCIATION has and will maintain an authorization signed by each unit member who affirmatively consents to pay ASSOCIATION membership dues. Similarly, the DISTRICT shall only cancel or modify membership dues or any other mutually agreed payroll deduction for any unit member in reliance on information provided by the ASSOCIATION to the extent permitted by law.
- 4.2.9 The DISTRICT shall not request the ASSOCIATION to provide a copy of any unit member's authorization unless a dispute arises about the existence or terms of the authorization.
- 4.2.10 The ASSOCIATION shall indemnify, defend, protect and hold harmless the DISTRICT and its elected and appointed officials, officers, employees, officers and agents (collectively hereafter the "Indemnitees") from and against any and all claims, liabilities, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, judgments, costs, and expenses arising from the application of this section, including, but not limited to, any claims made by bargaining unit employees for the return of membership dues deductions the DISTRICT made in reliance on the ASSOCIATION'S certification, and any claims made by any bargaining unit employees for any deduction cancellation or modification the DISTRICT made in reliance on the information provided by the ASSOCIATION.

ARTICLE 5: RIGHTS OF ASSOCIATION AND MEMBERS

- 5.1 Nothing in this Agreement shall be construed to deny or restrict any unit member's rights provided under the Educational Employment Relations Act or other applicable State Laws and Regulations. The PARTIES and the alternative right of unit members not to join the ASSOCIATION and participate in such activities.
- 5.2 The ASSOCIATION shall have the following rights in addition to any rights contained in other portions of this Agreement pursuant to the following:
- 5.2.1 **RIGHT OF ACCESS.** Authorized ASSOCIATION representatives shall have the right of access to areas in which bargaining unit members work at reasonable times for the purpose of contacting bargaining unit members and transacting ASSOCIATION business, provided such business or activity does not interfere with the school programs and/or duties of bargaining unit members and other DISTRICT employees. Upon arriving at a work site, any such representative shall first report to the office of the appropriate management person to announce their presence and state the purpose for their visit and the bargaining unit members they intend to contact.
- 5.2.2 **COMMUNICATION.** Authorized ASSOCIATION representatives shall have the right to reasonable use of ASSOCIATION mailboxes located at the Police Station, including the use of official POA bulletin boards without charge, provided that all postings for bulletin boards or items for school mailboxes contain the name of the person and organization responsible for its promulgation. In the event the ASSOCIATION does not identify a specific individual for receipt of such material, the material shall be placed in an area frequented by ASSOCIATION members.
- 5.2.3 **FACILITIES.** Authorized ASSOCIATION representatives shall have the right to use DISTRICT facilities, equipment and buildings at reasonable times, providing such use does not interfere with the school programs and/or duties of bargaining unit members and other DISTRICT employees. Requests for the use of facilities shall be submitted in advance to the appropriate site administrator and all costs of materials are borne by the ASSOCIATION, unless waived by the Chancellor/or designee.
- 5.2.4 **COPIES OF THE CONTRACT.** The DISTRICT shall maintain this Agreement on the DISTRICT'S website in order to provide access to all employees.
- 5.2.5 **FINANCIAL INFORMATION.** Upon request by the ASSOCIATION, the DISTRICT shall make available to the ASSOCIATION all public documents relating to

finances which are relevant to the representation of the bargaining unit, after adoption by the Board of Trustees.

5.2.6 **BOARD AGENDA.** The DISTRICT shall provide the ASSOCIATION President with a printed copy of the Board Book as well as copies of the agenda prior to the meetings of the Board of Trustees.

5.2.7 **PAID RELEASE TIME.** The President of the ASSOCIATION or designee shall be granted one-hundred (100) hours of paid release time per fiscal year to be used for ASSOCIATION business. The President of the ASSOCIATION will be allowed to designate bargaining members other than the President to use portions of this allocation.

5.2.7.1 The DISTRICT shall provide the ASSOCIATION the following release time to unit members:

- a. A written notice must be submitted to the DISTRICT at least five (5) days in advance, when possible, prior to such release.
- b. Any hours beyond the one-hundred (100) hours requires approval of the DISTRICT.
- c. Any hours used by unit members as Presidential Paid Release Time shall be noted as "PRT" on the unit member's work report.

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

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

5.2.7.4 The DISTRICT shall allow two (2) duly-elected ASSOCIATION member delegates paid time off to take a maximum of five (5) days, if necessary, to attend POA Leadership Training sponsored by Peace Officer Research Association of California (PORAC) Legal Defense Fund (LDF) Panel Attorneys. The days for this training shall not count against the maximum number of hours as described above. Out of state training/travel must receive specific approval from the Chancellor/or designee. Additionally, at least 10 business days' notice to the Chief of Police is required, and the Chief will have the discretion to restrict attendance for safety/shift coverage reasons.

- 5.2.7.5 Requests for ASSOCIATION Leave must be presented to the Vice Chancellor of Human Resources and Police Services Division by 10 a.m. three (3) business days in advance of leave. Business day is defined as a day during which the District office is open to the public for business.
- 5.2.7.6 **RELEASE TIME FOR GRIEVANCE PROCESSING.** Reasonable paid time shall be used by the ASSOCIATION for grievance investigation or preparation. An authorized ASSOCIATION officer or representative shall be released from their regular work duties, with pay, when grievance resolution meetings are scheduled during regular working hours.
- a. Any hours used by unit members as Release Time for Grievance Processing shall be noted as “CRT” on the unit member’s work report.
 - b. For record keeping purposes and so that coverage can be provided, unit members shall inform their supervisors by email at least five (5) days in advance, when possible, prior to such.
- 5.2.7.7 **RELEASE TIME FOR NEGOTIATIONS PROCESSING.** The ASSOCIATION shall have the right to designate two (2) employees who shall be given reasonable time without loss of compensation to prepare for and participate in matters of employer-employee relations. The Chapter President may designate additional unit members under this provision for the ASSOCIATION ratification processes for tentative agreements agreed to with the DISTRICT.
- a. Any hours used by unit members as Release Time for Negotiations Processing shall be noted as “CRT” on the unit member’s work report.
 - b. For record keeping purposes and so that coverage can be provided, unit members shall inform their supervisors by email at least five (5) days in advance, when possible, prior to such release.
- 5.2.7.8 **RELEASE TIME FOR NEW HIRE EMPLOYEE ORIENTATION.** Reasonable paid release time shall be used by the ASSOCIATION for the purpose of preparing and presenting information on POA membership at new hire employee orientations. When possible, an ASSOCIATION representative(s) will be designated by the President to attend the DISTRICT scheduled orientation to be conducted.

- a. Any hours used by unit members as Release Time for New Hire Employee Orientation shall be noted as “CRT” on the unit member’s work report.
- b. For record keeping purposes and so that coverage can be provided, unit members shall inform their supervisors by email at least five (5) days in advance, when possible, prior to such.

ARTICLE 6: HOURS OF WORK & OVERTIME

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

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

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

The DISTRICT and ASSOCIATION agree to delay the implementation of the 7-day workweek outlined in Section 6.2.1 to be effective June 1, 2023.

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

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

6.3.1 Where, in the exclusive opinion of the Chief of Police, minimum staffing has fallen below safe and effective levels, and to a point where an alternative work schedule is no longer feasible or operational needs of the Department are not consistent with an alternative work schedule, the DISTRICT reserves the right to change to an eight (8) hours per day schedule. However, the Chief of Police or a designee shall provide at least fourteenth (14) calendar days' notice to the

unit members prior to changing their shift. The ASSOCIATION shall have the right to confer on any shift changes pursuant to section 6.3.1.

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

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

6.4.1.1 **EQUAL SENIORITY.** In the event that, two (2) or more unit members have equal seniority in the same classification, priority shall be given to the unit member with the greater overall DISTRICT seniority; if that be equal, determination of seniority shall be made by lot.

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

6.4.3 **SHIFT TRADE.** Unit members may agree solely with their option, but with the advance written approval of their immediate supervisor, to substitute for one another during scheduled hours of work. To allow adequate time for processing, shift trade requests shall be submitted for approval at least seventy-two (72) hours in advance. Every shift trade agreement must be documented, whether on paper or electronically, and the documentation must clearly demonstrate the approval of both unit members and the immediate supervisor. Substitutions

may be denied by an immediate supervisor on a case-by-case basis due to operational or training needs, overtime, or other scheduling impacts.

6.4.4 **SHIFT VACANCY.** In circumstances where existing shifts become vacant due to termination, resignation, promotion, demotion, or other events the vacant shift shall be posted for seven (7) calendar days. Unit members shall indicate their interest in filling that vacancy within the allotted time frame. If more than one (1) unit member has indicated an interest in the vacancy, the unit member with the highest seniority shall be selected and consistent with section 6.4.1. In the event that no unit member expresses an interest in the vacant shift, that shall be filled consistent with section 6.4.5. Even though a unit member is selected to fill the vacancy, the unit member will only be credited as if they worked their regular bid work shift rotation and as if the substitution had not occurred.

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

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

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

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

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

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

immediate supervisor at the time the overtime is assigned. The DISTRICT shall not dictate which type of compensation the unit member receives. The unit member reserves the right to determine the type of compensation received.

6.8.1 All overtime for which compensatory time is granted must be reported monthly to the payroll office on the Classified Contract Comp Timesheet. Compensatory time off shall be granted at the rate of one and one-half (1-1/2) times the number of overtime hours worked.

6.8.2 The DISTRICT shall total the number of hours of compensatory time off for each unit member on or about September 1 of a given year. The DISTRICT shall pay unit members in cash for all accumulated compensatory time accrued as of this date. Such payment is to be based on the unit member's rate of pay at the time compensatory time off was earned.

6.8.3 Unit members who request compensatory time off shall do so by submitting a compensatory time off request form to their immediate supervisor for approval and shall be taken at a time which is least disruptive of DISTRICT operations. A unit member's request for compensatory time off must be responded to and answered by the immediate supervisor within forty-eight (48) hours of its receipt. Every effort will be made by the DISTRICT to accommodate a unit members' request to take compensatory time.

ARTICLE 7: PAY AND ALLOWANCES

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

- a. For the fiscal year 2021-2022, the DISTRICT will provide all current bargaining unit members in paid status as of the date of ratification of this agreement, a one (1) time off-salary schedule payment totaling four thousand dollars (\$4,000). Payment shall be received no later than two (2) pay cycles following the date of ratification of this agreement.
- b. Effective July 1, 2022, the salary schedule will increase by five percent (5%) for all bargaining unit members. The increase shall not in any way prevent the ASSOCIATION or the DISTRICT from re-opening Article 7: Pay and Allowances for the 2022-2023 year as outlined in Article 24: Completion of Meet and Negotiations.

7.2 SHIFT DIFFERENTIAL

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

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

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

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

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

7.3.1 **BILINGUAL PREMIUM.** The DISTRICT will pay a bilingual premium of \$50.00 per month for each foreign language a unit member is required to verbally translate, including American Sign Language (ASL). Premium payments shall be retroactive to the month after successfully passing the examination with a score of 80% or higher.

7.3.1.1 Unit members who desire to receive the bilingual premium shall notify the DISTRICT of their intent to take the competency examination prescribed by the DISTRICT. The examination shall be offered annually in March. Those unit members achieving a score of 80% or higher shall be placed in an eligibility list. Once a unit member has been placed on the eligibility list, they shall remain eligible for the remainder of their employment with the District without further examinations required.

7.3.2 **BI-LITERATE PREMIUM.** The DISTRICT will pay a bi-literate premium of \$50.00 per month for each foreign language a unit member is required to translate or interpret written material. Premium payments shall retroactive to the month after successfully passing the examination with a score of 80% or higher.

7.3.2.1 Unit members who desire to receive the bilingual premium shall notify the DISTRICT of their intent to take the competency examination prescribed by the DISTRICT. The examination shall be offered annually in March. Those unit members achieving a score of 80% or

higher shall be placed in an eligibility list. Once a unit member has been placed on the eligibility list, they shall remain eligible for the remainder of their employment with the DISTRICT without further examinations required.

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

POST Intermediate Certificate – 2.5% of base pay
POST Advanced Certificate – 5% [total] of base pay

Pay will be effective on the first of the month following the date of eligibility. If a unit member is eligible prior to hire date, the date of eligibility is considered to be the date of hire. If the eligibility occurs after the hire date, eligibility will be considered the date of achievement, or graduation. Upon written notification to the DISTRICT, the pay will be retroactive to the date of eligibility or the effective date of this contract. Within six (6) months after the date of eligibility or the date of hire, a written notification and supporting documentation shall be submitted to the DISTRICT requesting the pay.

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

Associate Degree – 2% of base pay
Bachelor’s Degree – 3% [total] of base pay
Master’s Degree – 5% [total] of base pay

Credits will be effective on the first of the month following the date of eligibility. If a unit member is eligible prior to hire date, the date of eligibility is considered to be the date of hire. If the eligibility occurs after the hire date, eligibility will be considered the date of achievement, or graduation. Upon written notification to the DISTRICT, the pay will be retroactive to the date of eligibility or the effective date of this contract. Within six (6) months after the date of eligibility or the date of hire, a written notification and supporting documentation shall be submitted to the DISTRICT requesting the pay.

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

- 7.3.5 **FIELD TRAINING OFFICER PREMIUM.** Unit members who are certified as a Field Training Officer and who are assigned a trainee, shall receive a premium in the amount of five percent (5%) of their base pay for the entire shift.
- 7.4 **PAYCHECKS.** All payroll warrants of unit members within the unit shall be itemized to include all deductions, subject to payroll procedures of the County Superintendent of Schools.
- 7.5 **FREQUENCY.** All unit members shall be paid once per month payable on the last working day of the month. The DISTRICT shall not be responsible for delays or errors caused by instrumentalities beyond its control, including the Office of the County of Superintendent of Schools or the U.S. Mail.
- 7.6 **SPECIAL PAYMENTS.** Any payroll adjustment due a unit member as a result of working out of class, re-computation of hours, or other reasons other than procedural errors shall be made by a supplemental check issued not later than the next regular pay period.
- 7.6.1 **PAYROLL ERRORS.** Payroll errors includes any adjustment which affects the unit member's net pay. Whenever it is determined an error has been made in the wages of a unit member, the party identifying the error shall notify the other party in writing as soon as possible. Following such notification, the error shall be corrected within five (5) workdays. In the event of an underpayment to the unit member, the DISTRICT will provide the unit member with a statement of correction and payment within five (5) workdays.
- In the event of an overpayment to the unit member, the unit member will be given a reasonable opportunity to meet with the DISTRICT representatives to discuss the error. In the event that the DISTRICT and the unit member do not mutually agree to a repayment schedule, the DISTRICT will deduct a portion of the unit member's wages (not to exceed 10% of the monthly net salary) in subsequent months until the DISTRICT is fully reimbursed. An exception to the 10% deduction restriction shall be made when the unit member's employment in the DISTRICT is in the process of being or has been terminated or the full 10% deduction would cause undue hardship on the unit member.
- In the event of any underpayment for which a correction must be made shall not be for more than three (3) years.
- 7.7 **PROMOTION.** In the event that the DISTRICT adds classifications to the POA Salary Schedule, the unit members granted a promotion shall be given a five percent (5%)

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

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

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

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

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

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

7.10 **ENROLLMENT FEES FOR UNIT MEMBERS.** The DISTRICT shall reimburse permanent bargaining unit members employed at least twenty (20) hours per week with one (1) year of service for credit courses, excluding community service courses, successfully completed with a grade of “C” or better at either of the two (2) DISTRICT campuses provided all of the following conditions are satisfied:

7.10.1 All classes must be taken outside of the regular scheduled working hours of the unit member.

7.10.2 Only those classes offered by either of the two (2) DISTRICT campuses shall qualify for fee reimbursement.

7.10.3 To qualify for enrollment fee reimbursement, a unit member must present verification of successful completion of the course and out-of-pocket expense for enrollment fee(s) only.

7.10.4 Enrollment fee reimbursement shall be limited to the current enrollment fee per semester for each unit member.

7.10.5 All courses for which a unit member seeks tuition reimbursement must have prior approval by their immediate supervisor and then the Chancellor’s designee. If the request is denied, it may be appealed to the Chancellor. Forms can be found in Appendix D and on the DISTRICT website.

7.10.6 **REIMBURSEMENT.** Unit members on the POA unit member salary schedule shall be eligible for eighty percent (80%) tuition cost reimbursement for courses completed outside of the DISTRICT with a grade of “C” or better which pertain to their classification. Such reimbursement shall be actual costs not to exceed twenty-four (24) semester / thirty-six (36) quarter units of coursework per year. However, no tuition cost paid by the DISTRICT is to exceed on a per unit basis cost of similar coursework at the University of California, Riverside.

7.10.6.1 Unit members may not seek both reimbursement for a course and undergraduate/graduate/doctoral credit as outlined in Article 7.3.4.

7.10.6.2 Only full-time unit members who have completed their probationary period as a unit member shall be eligible for this benefit.

7.10.6.3 All courses for which a unit member seeks tuition reimbursement must have prior approval by their immediate supervisor and the Chancellor's designee. If the request by the immediate supervisor is denied, it may be appealed to the Chancellor's designee.

7.11 **ENROLLMENT FEES FOR BENEFIT ELIGIBLE DEPENDENTS.** The DISTRICT shall reimburse benefit eligible dependents of bargaining unit members employed at least twenty hours (20) per week with one year of service for credit courses, excluding community service courses, successfully completed with a grade of "C" or better at either of the two (2) DISTRICT campuses provided all of the following conditions are satisfied:

7.11.1 Only those classes offered by either of the two (2) DISTRICT campuses shall qualify for fee reimbursement.

7.11.2 To qualify for enrollment fee reimbursement, the unit member or benefit eligible dependent must present verification of successful completion of the course and out-of-pocket expense for enrollment fee(s) only.

7.11.3 Enrollment fee reimbursement shall be limited to the current enrollment fee(s) per semester for each unit member and their eligible dependents.

7.11.4 Definition of Benefit Eligible Dependent includes a unit member's legal spouse, registered domestic partner, and children to age 26. Children defined as, natural children, adopted children and stepchildren. Fully disabled children over age 26 who are incapable of self-sustaining employment by reason of mental or physical handicap and chiefly dependent on employee for economic support.

7.12 **GOLD CARD.** When a unit member retires from the DISTRICT with at least fifteen (15) years of service, they shall be eligible to receive the benefits of the DISTRICT "Gold Card". The "Gold Card" allows the retiree to continue receiving College campus discounts offered to active unit members and a waiver of parking fees of DISTRICT sites/facilities.

ARTICLE 8: UNIT MEMBER EXPENSES AND MATERIALS

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

ARTICLE 9: LAYOFF AND REEMPLOYMENT

- 9.1 **NOTICE OF LAYOFF.** Upon the decision of the Board of Trustees to reduce the number of bargaining unit member(s) in the classified service of the DISTRICT, the DISTRICT shall send written notice of layoff to the affected unit member(s) and the ASSOCIATION not less than sixty (60) days prior to the effective date of layoff. This notice of layoff shall be sent by certified mail, return receipt requested, or delivered in person to the affected bargaining unit member(s) by the DISTRICT. Affected bargaining unit member(s) shall be informed of the reason for layoff, their displacement rights, if any, and reemployment rights with copies of the letters provided to the ASSOCIATION.
- 9.2 **ORDER OF LAYOFF.**
- 9.2.1 The DISTRICT shall determine the specific positions to be discontinued.
- 9.2.2 The order of layoff of unit members shall be determined by length of service. The unit member, who has been employed the shortest time in the affected classification, including time employed in a higher classification, shall be laid off first.
- 9.2.3 For purposes of this section, "length of service" means date of employment in the regular classified service. Seniority within a classification shall be calculated by length of service within a classification, plus higher classification(s) in which the unit member is serving or has served. For the purpose of this section, a higher classification is any classification in a higher salary range. A unit member who is voluntarily transferred laterally to a new classification shall retain seniority in the prior classification. A unit member who is voluntarily transferred laterally and/or voluntarily demoted to a new classification shall accrue seniority in the new classification.
- 9.3 **BUMPING RIGHTS.** Bargaining unit members who are subject to layoff shall exercise bumping rights into an equal or lower classification in which the unit member has served based on seniority.
- 9.4 **OPTIONAL TRANSFER IN LIEU OF LAYOFF.** Bargaining unit members, upon mutual agreement, may be transferred to vacant positions provided they are qualified or can be trained to fill the vacancy.
- 9.5 **LAYOFF IN LIEU OF BUMPING.** A unit member may elect layoff in lieu of bumping rights and maintain their reemployment rights under this Agreement.

9.6 **EQUAL SENIORITY.** If two (2) or more unit members subject to layoff have equal seniority within the classification, priority shall be given to the unit member with the greater overall DISTRICT seniority; if that be equal, determination shall be made by lot.

9.7 **REEMPLOYMENT PROCEDURES.**

9.7.1 A unit member who is laid off shall be placed on a thirty-nine (39) month or sixty-three (63) month reemployment list as applicable. The unit member shall be required to maintain their current address on file with the Human Resources Office.

9.7.2 If, during a unit member's eligibility period for reemployment, a classification becomes vacant to which the unit member has a return privilege, the DISTRICT shall send written notice offering reemployment by certified mail, return receipt requested, to the last known address of such unit member(s). A copy of this written notice shall be sent to the ASSOCIATION.

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

9.7.4 If the unit member in a layoff status accepts the position being offered, the unit member shall have up to thirty (30) calendar days from the postmark date of the notice to report to work. This does not preclude a unit member from returning to work in fewer than thirty (30) calendar days. Failure to report to work within the thirty (30) calendar days shall be considered a rejection of the offer of reemployment.

9.7.5 A unit member rejecting an offer of reemployment under the conditions set forth under 9.7.3 or 9.7.4 above, on three (3) occasions shall have their name permanently removed from the reemployment list. This does not include offers of reemployment that do not restore the unit member to the level of pay and status previously held at the time of layoff.

9.7.6 A unit member reemployed after being laid off shall be fully restored to their classification with all rights to permanent status. Service credit and benefits shall not accrue during the period of layoff.

9.7.7 Unit members placed on the thirty-nine (39) month or sixty-three (63) month reemployment list shall be reemployed in the highest rated job classification available in accordance with their classification seniority. Unit members, in

order to be appointed to a lower position, must be qualified for that position. Unit members who accept a position lower than their highest classification shall retain their original thirty-nine (39) month rights to the higher paid position.

- 9.8 **VOLUNTARY DEMOTION OR VOLUNTARY REDUCTION OF HOURS.** Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the unit member's option, returned to a position in their former classification or to a position with increased assigned time as vacancies become available, and with no time limit, except that they shall be ranked in accordance with their seniority on any valid reemployment list. The salary of a unit member taking a voluntary demotion shall be the lesser of their old salary or Step F of the new range.
- 9.9 **SENIORITY ROSTER.** The DISTRICT shall maintain an updated seniority roster indicating each unit member's classification seniority and hire date seniority. Such rosters shall be available to the ASSOCIATION annually in December or prior to layoff.
- 9.10 The PARTIES agree to meet and negotiate the impact of such layoff on those matters within the scope of representation.

ARTICLE 10: HEALTH & WELFARE BENEFITS

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

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

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

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

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

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

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

10.4 **FINANCIAL HARDSHIP CLAUSE.** Notwithstanding other provisions of the collective bargaining agreement regarding re-opener language, the DISTRICT and the ASSOCIATION agree to reopen this Article during the term of this agreement in the event of a financial hardship as declared by the DISTRICT or the ASSOCIATION. The

DISTRICT and/or the ASSOCIATION will notify the other in writing and provide the supporting documentation to show impending hardship. Upon receipt of this information, the DISTRICT and the ASSOCIATION agree to schedule negotiations within ten (10) working days. The DISTRICT and the ASSOCIATION agree that the District's contribution per employee per medical/dental/vision/chiropractic/life insurance/employee assistant program (EAP) package will at no time decrease below the amount equivalent to the least expensive medical/dental/vision/chiropractic/life insurance/employee assistant program (EAP) package at the time the DISTRICT claims financial hardship.

ARTICLE 11: LONGEVITY SERVICE RECOGNITION

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

- 11.1 **INITIAL PAYMENT.** The first long service recognition payment will be made the following monthly pay cycle after the completion of five (5) consecutive years of employment.

- 11.2 **PAYMENT.** The long service recognition pay will be paid on the unit member’s monthly paycheck.

- 11.3 **ELIGIBILITY.** In order to be eligible for long service pay, a unit member must qualify for inclusion in the retirement program. Bargaining unit members whose District employment contract is less than fifty (50) percent shall be eligible to receive the same percentage of the Long Service Stipend as the percentage of their District employment contract.

ARTICLE 12: HOLIDAYS

12.1 **HOLIDAYS.** Unit members shall be paid regular time, plus time and a half for all hours worked on actual holidays set forth below as well as hours worked on DISTRICT recognized holidays as set forth in section 12.1.1. Compensatory time off in lieu of pay may be granted as provided in section 6.8.

12.1.1 DISTRICT HOLIDAYS

- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday following Thanksgiving
- Christmas Eve
- Winter Break (Five days from December 25 – December 31)
- New Year's Day
- Dr. Martin Luther King Jr. Day
- Lincoln's Day
- Washington's Day
- Memorial Day
- Unit member's birthday*
- Floating Holiday*

*The day must be scheduled with prior reasonable notification for a date within that calendar year and must be mutually agreed upon between the unit member and the immediate supervisor.

12.2 **HOLIDAY COMPENSATION.** A unit member required to work on any holiday shall be paid compensation or granted compensatory time off, at the rate of one and one-half (1-1/2) times their regular pay in addition to the regular pay received for the holiday.

Unit members who have a regular scheduled day off on a holiday, which results in the loss of a holiday, shall have a substitute holiday, or provide compensation in the amount to which the unit member would have been entitled had the holiday fallen within his or her normal work schedule in accordance with Education Code 88206. Holidays shall be as set forth in section 12.1.

12.3 **TWO CONSECUTIVE HOLIDAYS.**

a. In instances of two (2) consecutive holidays where the first (1st) day of the regular holiday is Friday and the second (2nd) day of the regular holiday is Saturday, the

DISTRICT shall schedule the holiday on either the preceding Thursday or the following Monday.

- b. In instances of two (2) consecutive holidays where the first (1st) day of the regular holiday is Sunday and the second (2nd) day of the regular holiday is Monday, the DISTRICT shall schedule the holiday on either the preceding Friday or the following Tuesday.
- c. In instances of two (2) consecutive holidays falling on Saturday and Sunday, the DISTRICT shall schedule the holiday on the preceding Friday or on the following Tuesday. Unit members shall observe Monday as a holiday.
- d. In instances of two (2) consecutive holidays falling on Wednesday and Thursday, the DISTRICT shall schedule the Wednesday holiday on Friday.
- e. This Section shall not be applicable to Thanksgiving holiday.

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

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

ARTICLE 13: EVALUATION PROCEDURE

- 13.1 The term “evaluation” as used in Section 2 through 9 of this Article means a formal written evaluation on the appropriate form prescribed by the DISTRICT. (Appendix C)
- 13.2 The DISTRICT shall evaluate all unit members on permanent status once every two (2) years during the month of April, except in emergency circumstances. The annual evaluation for unit members obtaining permanent status prior to January 1, will be conducted in the current school year. The annual evaluation for unit members obtaining permanent status subsequent to January 1, will be conducted in the following school year.
- 13.3 Unit members on probationary status shall be evaluated no less than two (2) times during the probationary period on or about the third (3rd) and the ninth (9th) month from the initial date of hire.
- Effective July 1, 2010, per Post Requirements, every College Police Officer employed by the DISTRICT shall be required to serve in a probationary status for twelve (12) months from the date appointed to the position.
- 13.4 The evaluator shall be the unit member’s immediate supervisor, unless otherwise designated by the DISTRICT. However, the evaluator shall only be San Bernardino Community College District management.
- 13.5 The evaluation shall be signed by the evaluator and the unit member being evaluated. The unit member’s signature signifies only that the unit member has read the document, has been given a copy, and has been given the opportunity of attaching a written response which shall become part of the permanent record. Unit members have thirty (30) calendar days to file a written response to their evaluation.
- 13.6 No evaluation of a unit member shall be placed in the unit member’s personnel file without an opportunity for discussion between the unit member and the evaluator. A negative evaluation rating of 1 or 2 shall include specific recommendations for improvement. The unit member shall have the right to review any evaluation during working hours provided that such reviews are limited to a reasonable period or periods of time.
- 13.7 The DISTRICT retains its prerogative to make additional evaluations as it deems necessary.

- 13.8 The substance of any evaluation, including the observations, opinions, and conclusions of the evaluator, shall not be subject to the grievance procedure. The evaluation procedure as provided hereinabove shall be grievable.
- 13.9 An official file of evaluation reports shall be maintained in the District Human Resources Office. Evaluation reports shall not be used in a disciplinary action against a bargaining unit member if the evaluation report was dated two (2) years preceding the aforementioned disciplinary action or was dated during a permanent bargaining unit member's probationary period.

ARTICLE 14: LEAVES

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

military leave. Request for such military leave shall be made in writing and verified by a copy of the military orders requiring military duty. Time spent in military service shall be included in computation of service with the DISTRICT. Absences due to military leave shall be recorded on the unit member's work report. Compensation shall be in accordance with the provisions of the California Military and Veterans Code.

14.4 **SICK LEAVE.** Unit members with a full-time assignment shall accrue sick leave, a total of twelve (12) days per year in accordance with Education Code, beginning with the first (1st) month in which the unit member begins work in the DISTRICT. The accrual rate shall be proportional for assignments other than full-time. Such leaves can be taken for illness or injury, exclusive of days they are not required to render to the DISTRICT. Day, as used in this Article, means the unit member's regularly assigned workday, exclusive of overtime. Absences due to sick leave shall be recorded on the unit member's work report.

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

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

14.4.3 Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from are, for all job-related purposes, temporary disabilities and shall be treated as a condition of illness. Eligible unit members are entitled to receive compensation at their regular rate of pay charged against credited sick leave for the workdays missed during the period of disability, provided that Human Resources receives a medical status report from a verified health care provider.

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

14.4.5 A unit member absent due to surgery, serious injury or illness for more than five (5) consecutive assigned workdays shall be required to submit a medical release from a physician to Human Resources prior to being permitted to

return to work. A unit member absent for more than five (5) workdays shall notify Human Resources of their approximate return date.

- 14.4.6 A unit member may be required to submit to medical examinations, at the DISTRICT'S expense and discretion.
- 14.4.7 A unit member who has been employed by some other school DISTRICT for a period of one (1) calendar year or more, and who terminates such employment for the sole purpose of accepting a position in this DISTRICT and has not been terminated by an action initiated by the employer for cause, and who subsequently accepts within one (1) year of such termination, a position with the DISTRICT, shall upon request have transferred with their all of the unused accumulated sick leave.
- 14.4.8 The DISTRICT may cancel all sick leave rights or accumulations when a unit member severs all official employment connection with the DISTRICT and all accumulated sick leave may be transferred pursuant to the provisions in Section 88202 of the Education Code. A unit member who has any sick leave benefits earned but unused on the date of retirement may have those converted to retirement credit, if appropriate, in accordance with applicable law.

Upon retirement, if sick leave cannot be used for retirement credit, sick leave will be converted to vacation days as follows:

- a. A ratio of five (5) sick days (forty (40) hours) to one (1) vacation day (eight (8) hours). Unit members working less than full time shall be prorated accordingly.
 - b. Only days earned while employed by the DISTRICT are eligible for conversion benefits.
 - c. Only unit members who have rendered five (5) years or more of unbroken service to the DISTRICT are eligible for conversion benefits.
 - d. The maximum number of vacation days which may be converted shall not exceed the number of days the retiring unit member earns annually under the provisions of Article 19, Section 19.3.
- 14.4.9 A unit member shall be credited once a fiscal year with the total of not less than 100 working days of paid sick leave, excluding sick days under Article 14.4. Such days of paid sick leave in addition to those days of sick leave under

Article 14.4 shall be compensated at 50% of the unit member's regular salary. Such additional days shall be exclusive of any other paid leaves, holidays, vacation or compensatory time to which the unit member may be entitled. The 100 working days of extended sick leave shall be allocated on July 1st of each fiscal year; the 50% (half pay) extended sick days will be utilized only after all accrued regular full-pay sick leave is exhausted. Any remaining 50% half pay extended sick leave will not carry forward to the next fiscal year. At the conclusion of the 100 working days of 50% half pay extended sick leave the unit member may elect to use any other available leaves.

14.4.10 Sick leave shall be taken in increments of not less than one-quarter (1/4) hour.

14.4.11 A unit member shall contact their immediate supervisor, or their designee, as soon as the need to be absent is known or at the beginning of the work shift. This does not apply where the unit member cannot reasonably provide the notification. The unit member shall inform their immediate supervisor, or their designee, as to the expected date of return. Required documentation shall be submitted to Human Resources. Absences extending more than five (5) work days are subject to the provisions in section 14.4.12.

14.4.12 The DISTRICT may require a unit member to provide to Human Resources written verification of illness or injury by a licensed physician for any absence that exceeds five (5) workdays for which entitlement to sick leave is claimed under this Article and reported on the unit members work report. The verification shall include a statement that the unit member is able to perform their duties without restriction. The verification shall also include the date upon which the unit member is released back to work.

14.4.13 **SICK LEAVE STATUS REPORT.** All unit members shall have access to view their individual status report online.

14.4.14 When all available leaves of absence, paid or unpaid, have been exhausted, the unit member shall be placed on a reemployment list for a period of thirty-nine (39) months.

14.5 **INDUSTRIAL ACCIDENT AND ILLNESS LEAVE.** Absences due to Industrial leave should be recorded on the unit member's work report. Unit members shall be entitled to industrial accident and illness leave in accordance with current Education Code and the following provisions.

- 14.5.1 **DEFINITION.** For the purposes of this Article, an Industrial Accident or Illness leave shall be defined as disability absences resulting from an injury or illness, as solely determined to be a valid Workers Compensation claim by the District's Workers' Compensation insurer or Claims Administrator.
- 14.5.2 **APPLICATION FOR INDUSTRIAL ACCIDENT AND ILLNESS LEAVE.** A unit member shall report verbally to their immediate supervisor any incident in the workplace which involves or may involve injury or illness as soon as possible but not later than twenty-four (24) hours of the occurrence unless the nature of the injury makes notification impossible.
- 14.5.3 **LEAVE ALLOWANCE.** The DISTRICT provides a maximum of sixty (60) working days of full pay leave for each industrial accident or illness commencing on the first day of absence. For the purpose of this Article, a full day of leave is equivalent to the unit member's usual workday.

Industrial Accident or Illness Leave shall not accumulate from year to year. All absences or leaves related to Industrial Accidents shall run concurrently with any time eligible to the unit member under the Family Medical Leave Act.

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

- 14.5.4 **COMPENSATION.** During the first sixty (60) working days of an approved industrial accident claim, the unit member shall receive full salary. Thereafter, the unit member will receive their regular pay utilizing any temporary disability allowance the unit member is receiving combined with accumulated sick leave, accumulated compensatory time off, accrued vacation and/or half pay sick leave. The amount of sick and other paid leave will be used only in the amount needed to provide the normal wage or salary. In no event shall the unit member, for any period of disability, receive compensation greater than their normal salary.
- 14.5.5 Payment for wages on any day shall not, when added to an award granted the unit member under the Worker's Compensation laws of this State, exceed the

normal wage for the day. During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off or other available leave provided by law or the action of the Board of Trustees, the unit member may endorse to the DISTRICT wage loss benefit checks received under the Worker's Compensation laws of this State. In the absence of such endorsement, the DISTRICT shall pay the difference between the wage loss benefit check and any entitlement the unit member may have.

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

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

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

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

14.5.9 Any unit member receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the State.

14.5.10 In order to be eligible for leave under this Section, a unit member must have served as an employee of the DISTRICT continually for a period of nine (9) months.

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

- a. Death of a member of the unit member's immediate family when additional leave is required beyond that provided in Section 14.1 of this article.
- b. Accident involving their person or property, or the person or property of a member of their immediate family.
- c. Appearance in court as a litigant, party or witness under subpoena or any order made with justification. If the unit member receives payment for this appearance, such payment will be forfeited to the DISTRICT.
- d. A serious illness of a member of the family.
- e. Such other reason approved by the DISTRICT.

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

The unit member shall notify their immediate supervisor in advance of taking such leave, unless an emergency makes such notice impossible.

14.7 **UNAUTHORIZED LEAVE.** Absences due to unauthorized leave shall be recorded on the unit member's work report. Any unit member absent without being on approved leave shall have deducted from their salary the appropriate amount covering such period. The DISTRICT reserves the right to take any appropriate disciplinary action against

such unit member. Failure to notify the DISTRICT of the anticipated absence prior to the commencement of the unit member's shift may constitute unauthorized leave.

14.8 **BREAK IN SERVICE.** No absence under any paid leave provisions of this Article shall be considered as a break in service for any unit member who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

14.9 **ADDITIONAL LEAVE.** The DISTRICT may grant, in addition to the leaves set forth hereinabove, such additional leaves of absence, with or without pay, for such purposes and periods of time as it deems advisable.

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

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

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

- a. The unit member must have served as an employee of the DISTRICT for a period of one (1) year, however, the unit member is not required to have 1,250 hours of service during the previous (12) month period in order to take parental/bonding leave.
- b. If a unit member exhausts all available sick leave, including all accumulated sick leave, and continues to be absent from their duties on account of parental leave, the unit member shall be compensated at no less than fifty (50%) percent of the unit member's regular salary for the remaining portion of the twelve (12) workweek period of parental leave.
- c. During this leave, the DISTRICT will continue benefit coverage, sick leave and seniority will accrue, and pension contributions will be made by both DISTRICT and unit member.

- d. **INTERMITTENT LEAVE.** A unit member may request to use parental leave on an intermittent basis with duration of no less than two (2) week increments. However, the DISTRICT must grant a request for leave of less than two (2) weeks duration on any two (2) occasions.
- e. Parental leave will run concurrently with applicable state and federal laws.

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

- a. The unit member must have served as an employee of the DISTRICT for a period of one (1) year, and has at least 1,250 hours of service for the DISTRICT during the twelve (12) month period immediately preceding the leave.
- b. Sections 14.11.1 or 14.11.2 individually or in combination may not exceed a total of twelve (12) weeks in any twelve (12) month period.
- c. Upon exhaustion of sick leave, a unit member may utilize difference in pay up to completion of the twelve-week period.
- d. During this leave, the DISTRICT will continue benefit coverage, sick leave and seniority will accrue, and pension contributions will be made by both DISTRICT and unit member.
- e. For purposes of this Section, family member is defined as a unit member's child, parent or spouse/domestic partner.

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

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

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

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

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

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

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

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

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

14.14.1 **Definition of Catastrophic Leave:** The intent of this program is to permit unit members to donate eligible leave credits to a unit member when that unit member or a member of their family suffers from a catastrophic illness or injury. For purposes of this Article a catastrophic illness or injury is defined as one which is expected to incapacitate the unit member or a member of their

family for an extended period of at least forty-five (45) or more calendar days and taking extended time off work creates a financial hardship for the unit member because they have exhausted all of their sick leave and other paid time off.

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

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

14.14.2 RECIPIENT REQUIREMENTS.

The recipient:

- a. Is a regular, non-probationary bargaining unit member who has exhausted all accrued paid leave credits, including sick leave, vacation and comp time;
- b. Is incapacitated/absent for an extended period of time no less than 45 calendar days;
- c. Is incapacitated during assigned time. For example, in the case of 10 or 11-month employee only assigned time will be considered;
- d. May use donated time in partial day increments;
- e. May initially request not more than sixty (60) days. A unit member may request an additional sixty (60) days by filing an additional request;
- f. Recipient must fill out the Catastrophic Leave Request Form. A fellow unit member, supervisor, family member, Human Resources, or the Recipient's medical provider may request Catastrophic Leave benefits on behalf of the Recipient;

- g. Must include with the Catastrophic Leave Request Form, a written statement from the medical provider, which verifies catastrophic illness or injury of the Recipient or the Recipient's immediate family member as defined in 14.14.1; and
- h. Must use all donated leave within a twelve (12) consecutive month period following the donations. If the Recipient returns to work and has a reoccurrence of the same or related catastrophic injury or illness, after using any accrued vacation or sick leave, previously donated leave days may be used if time remains available, within the same twelve (12) month period.

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

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

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

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

- a. Donors may volunteer no more than 50% of their accrued sick and/or vacation and/or comp time. Donors must have accrued no less than 120 hours of leave credits prior to donation;

- b. Unit members wishing to donate catastrophic leave credits must donate credits in writing on a signed, Catastrophic Donation form, distributed by the Office of Human Resources;
- c. The minimum amount of donated leave credits shall be eight (8) hours initially, and in one hour increments thereafter;
- d. The donor understands that donation of catastrophic leave credits is voluntary;
- e. Donations may be made by eligible classified, confidential, management or academic employees;
- f. All transfers of eligible leave credit are irrevocable. Unused leave credits will not be credited back to the donor; and
- g. Donated leave is charged on an hour-for-hour basis.

ARTICLE 15: IN HOUSE OR PROMOTIONAL ONLY RECRUITMENTS

- 15.1 **POSTING OF VACANCIES.** Notice of all job vacancies within the bargaining unit shall be posted on the District employment bulletin boards at currently designated posting locations. "In-House or Promotional Only" recruitment notices shall be sent out to all unit members in a timely manner.
- 15.1 The job vacancy notice shall remain posted for a period of ten (10) full working days, during which time unit members may file for the vacancy.
- 15.2 **NOTICE CONTENTS.** The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.
- 15.3 **FILING.** Any unit member may file for the vacancy by submitting written notice to the Human Resources Office within the filing period. Any unit member on leave or vacation may authorize their job representative to file on the unit member's behalf.
- 15.4 **NOTIFICATION.** Unit members who apply for "In-House or Promotional Only" recruitments shall be notified in writing whether they were or were not selected.
- 15.2 **"IN-HOUSE OR PROMOTIONAL ONLY" RECRUITMENTS.** "In-House or Promotional Only" recruitment shall only be used:
- a. When the position is being filled on an interim basis for the minimum time necessary to allow for full and open recruitment which shall not exceed one (1) year.
 - b. When there is a reorganization that does not result in a net increase in the number of unit members.
- 15.2.1 Any unit member may apply concurrently on an "In House or Promotional Only" basis for any position announced under the voluntary transfer policy. Such application will not be considered until voluntary transfer and voluntary demotion applicants have been reviewed. A selection process, as outlined in Section 53021 of the California Code of Regulations and Education Code 87100, will be used to address any "In House or Promotional Only" requests.

- 15.2.2 The procedure of selecting a qualified candidate shall be negotiated between the Parties. Selection shall be in compliance with Equal Employment Opportunity (EEO) regulations and consistent with Article 15.1 Posting of Vacancies.
- 15.2.3 The ASSOCIATION and unit members shall receive documentation of the temporary work assignment.
- 15.2.4 Documentation of the temporary work assignment shall be placed in the unit member's personnel file.
- 15.2.5 The vacancy that is incurred because of an in-house or promotional recruitment shall either be filled using another in-house temporary assigning of the position and if the assignment is not filled with a bargaining unit member a substitute employee shall fill the vacancy until the incumbent returns to their assignment or is permanently filled.
- 15.2.6 The rate of pay for in-house promotional assignments shall be the initial rate of pay of the assignment the unit member is assigned to. If the increase exceeds the highest step of a higher classification, the unit member shall be paid at the higher step. In-house or promotional assignments shall be limited to six (6) months unless the period is extended by mutual agreement by the DISTRICT and the ASSOCIATION.

ARTICLE 16: PERSONNEL

16.1 **CLASSIFICATION.** The DISTRICT may create new classifications and fix duties, responsibilities, and assignments for such classifications, or reclassify or abolish positions as long as any such action is not inconsistent with other provisions in this Article or Agreement. Except by mutual agreement, the DISTRICT shall notify the ASSOCIATION in writing ten (10) working days prior to the board calendaring of an agenda item of any new classification or the abolition of a classification. Upon receipt by the ASSOCIATION of the DISTRICT'S written notice, the ASSOCIATION shall notify the DISTRICT in writing within ten (10) working days, its intent to negotiate the classification, titles, or abolition of the classification.

16.1.1 The DISTRICT will notify the ASSOCIATION in writing within five (5) working days, notice of reorganization of classified position(s) at the colleges or district sites. Upon receipt by the ASSOCIATION of the DISTRICT'S written notice, the ASSOCIATION shall notify the DISTRICT in writing within five (5) working days its intent to negotiate effects of such reorganization.

16.2 **PERSONNEL FILES.** The personnel file of each unit member shall be maintained at a single location determined by the DISTRICT. No disciplinary action based upon written materials shall be taken against a unit member unless such written materials are included in the unit member's personnel file.

16.2.1 Any supervisor or other administrator who writes and places into the personnel file a written evaluation, other than the regular unit member evaluation as defined in Article 13, or any document relating to a unit member's job performance shall sign and date such evaluation memorandum or document. The unit member shall be provided with copies of any adverse comment or written material thirty (30) calendar days, before it is placed in the personnel file. During this thirty (30) calendar day period, the unit member shall be given an opportunity during normal working hours to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.

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

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

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

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

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

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

16.3 REQUEST FOR RECLASSIFICATION.

- 16.3.1 For purposes of this article, "reclassification" shall mean the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in that position.

- 16.3.2 The ASSOCIATION, or the DISTRICT, or a unit member may propose a reclassification. Requests for reclassification shall be submitted on an online, accessible and fillable Reclassification Request Form (Appendix E). These shall be obtained from the Office of Human Resources or the DISTRICT website. Requests for reclassification may be submitted by a unit member or the unit member's immediate supervisor or may be initiated by the Vice Chancellor of Human Resources or designee. Upon completion, the unit member will submit the Reclassification Request to the Office of Human Resources. A date stamped copy of all submitted forms will be provided to the unit member and the ASSOCIATION by the Office of Human Resources.
- 16.3.3 The ASSOCIATION, or the DISTRICT, or a unit member may propose a reclassification for any position at any time during the life of the Bargaining Agreement. A reclassification request may be initiated by the DISTRICT, ASSOCIATION, unit member or their immediate supervisor.
- 16.3.4 **RECLASSIFICATION PROCESS.** The reclassification process will be an annual, collaborative process between the ASSOCIATION and the DISTRICT utilizing the Reclassification Committee. Requests must be submitted no later than December 1st, to be reviewed during the month of February as stated in section 16.3.4.4 of this article.
- 16.3.4.1 Step 1. Reclassification requests must be submitted to Human Resources November 1st – December 1st.
- 16.3.4.2 Step 2. Upon receipt of the request, the Office of Human Resources will date stamp the request prior to forwarding a copy to the unit member's immediate supervisor. The ASSOCIATION and the unit member shall receive a copy.
- 16.3.4.3 Step 3. The immediate supervisor will provide their comments to Human Resources within fifteen (15) working days. The ASSOCIATION unit member shall receive a copy.
- 16.3.4.4 Step 4. Reclassification review by the Reclassification Committee shall occur during the month of February.
- a. If requested, a unit member shall have a personal interview with the committee.

- b. Human Resources will notify the unit member(s) of the committee's decision in writing within ten (10) working days at the conclusion of the committee.

16.3.4.5 Step 5. Reconsideration/Appeal Process shall be permitted within fifteen (15) working days after the unit member is informed of the Reclassification Committee's decision. The unit member has the right to appeal in writing to the Chancellor within fifteen (15) working days of the committee's find. The Chancellor shall notify the unit member and the committee in writing with thirty (30) working days of their decision which shall be final.

16.3.4.6 Step 6. All approved reclassification recommendations shall be submitted for board approval no later than the June board meeting.

16.3.4.7 When a position is reclassified, the incumbent in the position shall be entitled to serve in the new position.

16.3.4.8 **SALARY OF POSITION RECLASSIFICATION.** The salary of a unit member in a position that is reclassified shall be determined as follows:

- a. If a position is reclassified to a classification having the same salary range (reclassification – lateral), the salary and anniversary date of the unit member shall not change.
- b. If a position is reclassified to a classification having a higher salary range (reclassification–upward), the unit member shall be placed on the appropriate salary range of their new classification, which would result in no less than a five (5%) percent increase over the current salary, except if the new placement is at highest Step. The anniversary date of the unit member shall be the date on which the reclassification request was submitted.

16.3.4.9 Reclassification recommendations are subject to the approval of the Chancellor or designee. Final determinations shall be documented in the form of a memorandum of understanding and shall be subject to all approval processes.

16.3.4.10 The effective date of an approved reclassification shall be the date the application was stamp received by the Office of Human Resources.

16.3.4.11 Any unit member who requests a reclassification must wait at least two (2) years to submit another request.

16.3.5 THE RECLASSIFICATION COMMITTEE. The Reclassification Committee shall consist of the Director of Human Resources or designee and two (2) human resources staff members and the POA Chapter President or designee and two (2) unit members. The POA Labor Relations Representative (LRR) may be appointed to serve on the committee in lieu of one of the unit members. Both the ASSOCIATION and the DISTRICT will also appoint a minimum of two (2) alternates to serve as needed when there may be a conflict of interest or absence of an appointed committee member. Each party shall have three (3) committee members for the review process.

16.3.5.1 The ASSOCIATION shall be given reasonable time without loss of compensation to prepare for and participate on the Reclassification Committee.

16.3.5.2 The parties shall notify each other of its committee members and alternates no later than November 1st of each year.

16.3.5.3 If the Committee finds that a classification does not exist, a draft job description will be provided by the DISTRICT, if applicable, and shall be subject to the negotiations process between the ASSOCIATION and DISTRICT.

16.4 PLACEMENT IN THE CLASSIFICATION AND RANGE.

16.4.1 Every bargaining unit member shall be placed in a classification and range in the classified service.

16.5 CLASSIFICATION AND COMPENSATION STUDIES.

16.5.1 The DISTRICT and the ASSOCIATION shall review each classification within the bargaining unit at least once within a five (5) year period.

16.5.2 The DISTRICT and the ASSOCIATION shall mutually agree on the compensation and classification study process.

16.5.3 Salary range adjustments shall be negotiated.

16.6 CLASSIFICATION AND RECLASSIFICATION REQUIREMENTS.

16.6.1 Position classification and reclassification shall be subject to mutual agreement between the DISTRICT and the ASSOCIATION.

16.7 Either party may propose a reclassification for any position at any time during the life of the Agreement.

ARTICLE 17: PROGRESSIVE DISCIPLINE

- 17.1 Progressive discipline is a series of disciplinary actions, corrective in nature and is not intended to be punitive, to provide unit members the opportunity to improve job performance and comply with policies and procedures.
- 17.2 Prior to imposing formal disciplinary action upon a bargaining unit member, the DISTRICT shall follow the principles of progressive discipline. Exceptions to progressive discipline include serious cases of misconduct or cause as defined in Article 17.11. Discipline includes, but is not limited to, oral warning, written warning, written reprimand, suspension without pay, and may lead to termination.

A “day” is any day in which the Human Resources Department of San Bernardino Community College District is normally open for business to the public.

- 17.2.1 **Step 1 – Informal Conference.** Prior to any formal discipline action, the unit member’s immediate supervisor shall notify the unit member of the deficiencies in their job performance that has been observed. The supervisor shall identify improvements needed and how the unit member may improve their performance. The supervisor shall provide a written improvement plan including coaching and training, as needed, to address the identified deficiencies. The unit member’s performance must be reviewed within sixty (60) days to document the unit member’s progress, including any recommendations for continued success. Documentation of the coaching shall not be placed in the unit member’s personnel file but may be used as supporting documentation in later steps.
- 17.2.2 **Step 2 – Written Warning.** If deficiencies identified in Step 1 have not improved, the unit member may receive a written warning. The supervisor shall prepare and send a written warning letter to the bargaining unit member. The letter shall consist of the unit member’s specific deficient performance and further direction for improvements. The written warning shall not include incidents or deficiencies that were not discussed in the Step 1 level. Documentation of the written warning shall be placed in the unit member’s personnel file.
- 17.2.3 **Step 3 – Letter of Reprimand.** If deficiencies identified in Step 2 have not improved, the unit member’s immediate supervisor may prepare a written Letter of Reprimand and send the letter to the unit member. The Letter of Reprimand shall outline those specific areas or incidents of the unit member’s deficient performance and a written improvement plan where appropriate for deficiencies of job performances. The Letter of Reprimand

shall not include any incidents or deficiencies that were not included in the Step 2 level.

17.2.3.1 **Supervisor Meeting.** If the member disagrees with the Letter of Reprimand, they may meet informally with the immediate supervisor issuing the Letter of Reprimand. The supervisor shall have five (5) days to respond and/or issue the Letter of Reprimand.

17.2.3.2 **Chief's Meeting.** If after the Supervisor discussion the issue is not resolved, the matter shall be referred to the Chief or their designee for review. The supervisor shall prepare and forward a written memorandum setting forth the reason(s) for the issuance of the Letter of Reprimand with the Letter of Reprimand. The Chief shall meet with the unit member and render a decision within ten (10) working days.

The Chief's decision shall be final and not subject to any further appeal or grievance process. The Letter of Reprimand shall not be placed in the unit member's personnel file until they have been given thirty (30) working days to respond.

17.2.4 **Step 4 – Suspension.** If deficiencies identified in Step 3 have not improved, the immediate supervisor may make a recommendation to the Vice Chancellor of Human Resources or designee that the unit member's deficient performance may warrant a suspension without pay for a period not to exceed five (5) days, as deemed appropriate. Copies of the recommendation shall be sent to the unit member and placed in the unit member's personnel file. A notice of the suspension shall be prepared and subject to the disciplinary procedures within Article 17.3.

17.2.5 **Step 5 – Further Action.** If deficiencies identified in Step 4 have not improved after the above procedures have been followed, the Vice Chancellor of Human Resources or designee may recommend further disciplinary action be taken against the unit member. Additional discipline may include: demotion, suspension, reduction in hours, transfer or reassignment without the unit member's voluntary consent, written reprimand, or termination. Copies of the recommendation shall be sent to the unit member. A notice of the recommendation for further action shall be prepared and subject to the disciplinary procedures within Article 17.3 and placed in the unit member's personnel file.

- 17.3 **DUE PROCESS.** When disciplinary action is being proposed against a unit member the DISTRICT must comply with the procedural due process requirements before it may deprive a unit member their property right and/or interest. Due process mandates that at a minimum a unit member must be provided with the following pre-disciplinary safeguards:
- a. notice of the proposed action;
 - b. cause for the action;
 - c. a statement of the charges signed by the Vice Chancellor of Human Resources or designee setting forth in clear and understandable language the specific act(s), error(s), or omission(s) giving rise to the charges;
 - d. a copy of all materials including statements on which the DISTRICT relied upon preparing the notice of intent to discipline;
 - e. copies of any sections of this contract, rules, regulations, or laws which are alleged to have been violated;
 - f. notice of the right to respond to the charges either verbally or in writing prior to imposed discipline;
 - g. the right to representation at all phases of the disciplinary process; and
 - h. a statement of the unit member's right to hearing(s).
- 17.4 **DISCOVERY.** The unit member or designee shall have the right to inspect and receive copies of any documents or other materials in the possession or under the control of the DISTRICT which are relevant to the disciplinary action proposed, at times and places reasonable for the unit member and the DISTRICT.
- 17.5 **BURDEN OF PROOF.** When disciplinary action is to be imposed on the unit member, the burden of proof shall rest with the DISTRICT.
- 17.6 **PAID ADMINISTRATIVE LEAVE.** The Vice Chancellor of Human Resources or designee may, upon written notice, place a unit member on Paid Administrative Leave when investigating allegation(s) of misconduct, wrongdoing, illegal act(s), or for the safety or for the protection of the public, district, or individual. The unit member shall remain on paid administrative leave while the investigation is being conducted, a decision is rendered, and subsequent action is taken. All of the aforementioned shall be conducted in a timely and expeditious manner. Paid Administrative Leave shall mean that the unit member shall not report to work but shall receive all pay and benefits and shall be accessible to the DISTRICT during all scheduled working hours.
- 17.7 **NOTICE OF INTENT TO DISCIPLINE.** When disciplinary action is proposed, the DISTRICT shall provide the ASSOCIATION and unit member a Notice of Proposed Discipline setting forth the cause of the action the specific acts or omissions upon which the proposed discipline is based and copies of all statements or documents upon which

the DISTRICT relied on assessing the degree of proposed discipline. The notice should be in compliance with the provisions of Education Code Sections 88013, 88016.

- 17.8 **RIGHT TO A PRE-DISCIPLINARY MEETING (SKELLY CONFERENCE).** The Notice of Proposed Discipline shall inform the unit member of their right to request a “pre-disciplinary meeting” (Skelly Conference) prior to the imposition of the discipline. In the event of the unit member’s timely request of a “pre-disciplinary meeting” (Skelly Conference), such a meeting shall be held no sooner than five (5) days but within a reasonable period of time of upon the unit member’s request. At such a meeting the unit member shall be granted a reasonable opportunity, either in person or in writing, to make any representations the unit member believes are relevant to the case and put forth any information as to why the intended action should not proceed.

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

- 17.9 **RIGHT TO AN EVIDENTIARY HEARING.** The Notice of Proposed Discipline shall inform the unit member of their right to request an evidentiary hearing after a decision is provided resulting from the “pre-disciplinary meeting” (Skelly Conference). Unit members’ have the right, upon request, to an evidentiary hearing before the disciplinary action is final. Such request for an evidentiary hearing must be made in writing within five (5) days from receipt of the Notice of Proposed Discipline and must be actually received by the Vice Chancellor of Human Resources or designee no later than five (5) days after notice is delivered. If the unit member requests an evidentiary hearing within the five (5) day period, at such hearing the unit member will be provided an opportunity to present oral and/or documentary evidence, confront and cross examine witnesses and to be represented by a representative of their choice. No evidentiary hearing shall be held unless written notice is delivered to the Vice Chancellor of Human Resources or designee within five (5) days of the date this notice is served on the unit member.

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

17.10 UNIT MEMBER’S RIGHT DURING AN EVIDENTIARY HEARING.

- a. **Evidentiary Hearing:** All evidentiary hearings shall be conducted by a neutral Hearing Officer who shall be mutually agreed upon within twenty (20) days by the DISTRICT and ASSOCIATION. In the event the parties are unable to reach an agreement on the Hearing Officer within twenty (20) days from the date of the request for the hearing, a request for a list of five (5) qualified Hearing Officers will

be submitted to the California Mediation and Conciliation Service by the DISTRICT. The Hearing Officer will be selected from the aforementioned list by alternate strike off. The first strike off will be determined by chance then each party will strike one name from the list until only one name remains. The remaining Hearing Officer will conduct the hearing. The hearing shall be conducted under rules of procedure established by the hearing officer which are consistent with the law. Both the DISTRICT and ASSOCIATION shall have the right to call witnesses, introduce evidence, cross examine any witness, and make motions or objections to the proceedings. All hearings shall be closed to the public unless the affected unit member specifically requests that the hearing be open to the public.

- b. **Witnesses and Evidence:** The Hearing Officer shall have the authority to compel the production of such witnesses and evidence as may be necessary to ensure that the bargaining unit member's due process rights are protected. The technical rules of evidence shall not apply. Hearsay evidence may be submitted to support direct evidence but may not be sufficient standing alone to support a finding.
- c. Following the Evidentiary Hearing, the Hearing Officer shall render their findings, and decision, which shall be served on both parties. The Hearing Officer's decision is a recommendation only and is not binding.
- d. Unit members have the right to an evidentiary hearing before a neutral Hearing Officer; however, the Governing Board's determination of the sufficiency of the cause of disciplinary action shall be conclusive.
- e. **Costs:** The cost of the hearing and Hearing Officer will be borne by the DISTRICT.

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

The term "cause" for disciplinary actions that occur outside the progressive discipline steps in the forgoing portions of Article 17 include:

- Insubordination including the refusal to perform assigned duties or the refusal to obey a lawful directive from a supervisor.
- Carelessness or negligence in the care and/or use of District property.
- Discourteous offensive, or abusive conduct or language toward other employees, students, or the public.
- Dishonesty.
- Drinking alcoholic beverages on the job or reporting to work while intoxicated.

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

ARTICLE 18: GRIEVANCE PROCEDURE

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

the reason for the appeal. The Chancellor, or their designee, will communicate a decision in writing within ten (10) days after receipt of the appeal.

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

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

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

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

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

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

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

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

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

18.14 SEPARATE GRIEVANCE FILE. All documents, communications and records, dealing with the processing of a grievance shall be filed in a separate grievance file. Such materials may be placed in a unit member's personnel file in cases where the document, communication or record may be relevant to a disciplinary matter.

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

ARTICLE 19: VACATIONS

19.1 **PAID VACATION.** All unit members shall earn paid vacation time under the provisions of this Article.

19.2 **VACATION ELIGIBILITY.**

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

19.2.2 Probationary unit members shall be eligible to accrue vacation but are not eligible to use vacation until completion of six (6) months in paid status with the DISTRICT.

19.3 **VACATION ACCRUAL.**

19.3.1 Vacation time shall be earned and accrued in hours based on the unit member's longevity date on a monthly basis according to the following schedule:

0 months through 4 years eight (8) hours
Beginning 5 years through 10 years ten (10) hours
Beginning 11 years through 15 years twelve (12) hours
Beginning 16 years fourteen (14) hours
One (1) additional vacation day will be earned effective with the 20th year of service
One (1) additional vacation day will be earned effective with the 25th year of service

19.4 **VACATION ACCRUAL FORMULA.**

19.4.1 Vacation for unit members shall be computed on an hourly basis, 173 hours being equal to one (1) full month of employment.

Months Worked	0 - 4 Years	5 - 10 Years	11 - 15 Years	16 - 19 Years	20 Years	25 Years & Over
173 hours	8 hours	10 hours	12 hours	14 hours	14 2/3 hours	15 1/3 hours
346	16	20	24	28	29 1/3	30 2/3
519	24	30	36	42	44	46
692	32	40	48	56	58 2/3	61 1/3

865	40	50	60	70	73 1/3	76 2/3
1038	48	60	72	84	88	92
1211	56	70	84	98	102 1/3	107 1/3
1384	64	80	96	112	117 1/3	122 2/3
1557	72	90	108	126	132	136
1730	80	100	120	140	146 2/3	153 1/3
1903	88	110	132	154	161 1/3	168 2/3
2076	96	120	144	168	176	184

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

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

19.5 **VACATION PAY.** Vacation pay shall be based upon the unit member's salary at the time the vacation is taken.

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

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

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

Vacation benefits earned must be taken by December 31st of the fiscal year following that in which they were earned.

19.9 **PRIOR APPROVAL.** All vacations must be approved in advance by the unit member's immediate supervisor and shall be taken at a time which is least disruptive of DISTRICT operations. A unit member's request for vacation must be responded to and answered by the immediate supervisor within ten (10) days of its receipt. If the request is denied, a reason for denial in writing shall be provided to the unit member. This decision shall not be arbitrary or capricious and every effort will be made by the DISTRICT to accommodate a unit member's request to take vacation.

19.10 CONSECUTIVE FISCAL YEAR. Vacations earned in two (2) different fiscal years may be combined and taken at one time if it does not exceed the maximum vacation entitlement of the most recent complete fiscal year. There must be a period of at least two (2) months of actual performance on the job between vacations that were earned in two (2) fiscal years, unless otherwise approved by the DISTRICT.

19.11 UNAUTHORIZED ABSENCE. Any unit member absent without being on approved vacation leave shall have deducted from their salary the appropriate amount covering such period. The DISTRICT reserves the right to take any appropriate disciplinary action against such unit member, including termination.

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

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

19.13 SEPARATION OR TERMINATION OF EMPLOYMENT.

19.13.1 RESIGNATION AND RETIREMENT. Upon termination, a unit member shall be entitled to all unused vacation pay earned and accumulated up to the time of termination

ARTICLE 20: HEALTH SERVICE, CONTINUATION AFTER RETIREMENT

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

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

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

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

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

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

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

- a. Medical coverage terminates on the death of the retiree.
- b. The retiree has the responsibility to notify the Human Resources Office of any change of address by certified mail.
- c. The retiree must annually truthfully respond to a status questionnaire from the Human Resources Office within forty-five (45) days of mailing. Failure to do so may

result in termination of these benefits.

- d. Retirees covered under this Article may change from one (1) DISTRICT offered medical plan to another by notifying the DISTRICT Human Resources Office prior to the end of the open enrollment period. Open enrollment periods may vary from year to year. Please contact the Human Resources Office to verify period.

ARTICLE 21: SEVERABILITY

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

ARTICLE 22: EFFECT OF AGREEMENT

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

ARTICLE 23: SAFETY

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

ARTICLE 24: COMPLETION OF MEET AND NEGOTIATION

24.1 **TERM.** The DISTRICT and ASSOCIATION agree to a three-year Agreement beginning with July 1, 2020 and ending on June 30, 2023. The DISTRICT further agrees that the agreement shall remain in full force and effect until completion of a binding successor agreement is reached by the parties or until exhaustion of the statutory PERB procedures involved in resolving contract negotiation disputes including impasse and fact-finding procedures.

For 2021-2022 and 2022-2023, SBCCD POA reserves the right to re-open Article 7 for negotiations on salary increases, both parties agree to open Article 10 Health & Welfare and related Appendices in each year of the agreement. In addition, each party may reopen up to two (2) other articles each year.

This Agreement has been ratified by SBCCD POA on March 1, 2023.

APPENDIX A

POA Salary Schedule Board Approved 06/09/2022

RANGE	POSITION	STEP					
		A	B	C	D	E	F
50	▪ College Police Officer	\$ 36.07	\$ 37.86	\$ 39.79	\$ 41.76	\$ 43.84	\$ 45.16

APPENDIX B

HEALTH AND WELFARE BENEFITS

Medical:	A choice of six (6) medical plans: Kaiser Low HMO Kaiser High HMO Anthem HMO Narrow Network Anthem HMO Full Network Anthem PPO 100A Anthem PPO 90C
Dental:	A choice of two (2) dental plans: Delta Care Delta Dental PPO
Vision:	Coverage through EyeMED
Chiropractic:	Coverage through Anthem or Kaiser
Employee Assistance:	Coverage through Anthem EAP
Basic and Voluntary Life and AD&D:	District-paid life insurance coverage for employees, with an option to purchase additional supplemental coverage for employees and eligible dependents.

APPENDIX C

EVALUATION FORM



Employee Name

Direct Manager:
Manager Name

POA Performance Evaluation (due __/__/__)

Due Date: _____

General Information

Position	Division	Evaluation Type
Position Title		Periodic
Department	Class Spec	
Police Department		

Rating Summary By: _____

Content

COMPETENCY SECTION | CLASSIFIED 5-POINT RATINGS

Measures of Performance

Job Knowledge

Demonstrates comprehensive and up to date knowledge of the job and understands how the job relates to other operations within and outside of the department. Has the functional and technical knowledge and skills to perform at a high level of accomplishment.

NAME	COMMENT
5 - Exceptional performance	
4 - Exceeds competent performance	
3 - Competent performance	
2 - Less than competent performance	
1 - Significantly less than competent performance	
N/A - Not applicable	

Work Quantity

Amount of work performed

NAME	COMMENT
5 - Exceptional performance	
4 - Exceeds competent performance	
3 - Competent performance	
2 - Less than competent performance	
1 - Significantly less than competent performance	
N/A - Not applicable	

Attention to Detail

Is thorough and accurate in all assignments. Diligently attends to details and maintains a high degree of quality in one's work.

NAME	COMMENT
5 - Exceptional performance	
4 - Exceeds competent performance	
3 - Competent performance	
2 - Less than competent performance	
1 - Significantly less than competent performance	
N/A - Not applicable	

Planning

Accurately scopes out length and difficulty of tasks and projects. Sets goals and objectives, and includes appropriate people in planning process.

NAME	COMMENT
5 - Exceptional performance	
4 - Exceeds competent performance	
3 - Competent performance	
2 - Less than competent performance	
1 - Significantly less than competent performance	
N/A - Not applicable	

Attendance

Punctual, observe work hours and rest periods

NAME	COMMENT
5 - Exceptional performance	
4 - Exceeds competent performance	
3 - Competent performance	
2 - Less than competent performance	
1 - Significantly less than competent performance	
N/A - Not applicable	

Team Work

Works collaboratively with others, gets help when needed, shares knowledge, and contributes to a positive work environment.

NAME	COMMENT
5 - Exceptional performance	
4 - Exceeds competent performance	
3 - Competent performance	
2 - Less than competent performance	
1 - Significantly less than competent performance	
N/A - Not applicable	

Dependability

Can be relied upon consistently

NAME	COMMENT
5 - Exceptional performance	
4 - Exceeds competent performance	
3 - Competent performance	
2 - Less than competent performance	
1 - Significantly less than competent performance	
N/A - Not applicable	

Employee Development

Development Area

Indicate the result or characteristic area(s) needing improvement for current job responsibilities.

COMMENT

Development Activity

Indicate training, special assignments, project, job rotation, etc.

COMMENT

Career Advancement: Development Area

Indicate the result or characteristic area (s) needing improvement for enhancing opportunities for career development.

COMMENT

Career Advancement: Development Activity

Indicate training, special assignments, project, job rotation, etc.

COMMENT

Evaluation Overall Section | Text Only

Overall Assessment

Provide an overall assessment of the employee's performance during the evaluation period, and specify major strengths and areas needing improvement.

COMMENT

Rating Scales

Classified 5-Point Ratings

NAME	DESCRIPTION
5 - Exceptional performance	Little or no room for improvement exists
4 - Exceeds competent performance	
3 - Competent performance	
2 - Less than competent performance	Room for improvement clearly exists
1 - Significantly less than competent performance	Major improvement required
N/A - Not applicable	No opportunity to observe and/or not pertinent to current duties and responsibilities.

APPENDIX D

Tuition/Enrollment Reimbursement Forms

As a POA employee of the District, you have two (2) education benefits:

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

This benefit has the following restrictions:

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

To use this benefit, please do the following:

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

2. 80% Tuition cost reimbursement for courses completed outside of the District. This benefit can be used at any educational institution and has the following restrictions:
 - Must have completed one (1) year of service as a classified employee with the District
 - Reimbursement is based on the cost of the University of California (UC) system. This means that you can take courses at any institution and be reimbursed up to what it would have cost at the UC
 - Must earn a grade of "C" or better
 - Must have management approval before course begins (use the Course Approval Form on the next page)

To use this benefit, please do the following:

- Once you have completed one (1) year of service, complete the **Course Approval** Form on the next page and have it approved by your supervisor and Chancellor
- Once approved, take the course and pass with a "C" or better
- Complete the **Tuition Reimbursement** form (found on the following pages) and provide proof of payment of fees and successful completion of courses
- Get reimbursed up to 80% of your tuition

San Bernardino Community College District
 Course Approval Form for Tuition Reimbursement
 Outside District – POA Bargaining Unit Member
 Article 7.10.6

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

Classification: _____ Department: _____ Site: _____

Course Approval

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

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

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

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

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

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

 Employee Signature

 Date

APPROVED **DENIED**

 Immediate Supervisor Signature

 Date

APPROVED **DENIED**

 Chancellor Signature

 Date

San Bernardino Community College District
 Tuition Reimbursement Form – Outside District
 POA Bargaining Unit Member
 Article 7.10.6

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

Classification: _____ Department: _____ Site: _____

Tuition Reimbursement

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

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

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

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

Reimbursement Request

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

Employee Signature

Date

APPROVED DENIED

Immediate Supervisor Signature

Date

San Bernardino Community College District
 Enrollment Fee Reimbursement Form – POA Bargaining Unit Member
 Crafton Hills College/San Bernardino Valley College Courses
 Article 7.10

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

Classification: _____ Department: _____ Site: _____

Enrollment Fee Reimbursement

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

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

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

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

Employee Signature

Date

APPROVED **DENIED**

Immediate Supervisor Signature

Date

APPROVED **DENIED**

Chancellor Signature

Date

San Bernardino Community College District
 Enrollment Fee Reimbursement Form – POA Benefit Eligible Dependent
 Crafton Hills College/San Bernardino Valley College Courses
 Article 7.11

Benefit Eligible Dependent Name: _____ School ID#: _____

District Employee Name: _____

Enrollment Fee Reimbursement

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

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

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

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

 Benefit Eligible Dependent or Employee Signature

 Date

APPROVED **DENIED**

 Chancellor Signature

 Date



APPENDIX E

SBCCD/SBCCDPOA

Request for Consideration of Position Reclassification Procedures

Reclassification Process: The reclassification process will be an annual, collaborative process between the ASSOCIATION and the DISTRICT utilizing the Reclassification Committee. Requests must be submitted November 1st - December 1st to be reviewed during the month of February as stated in section 16.3.4.4 of this article.

Step 1: Reclassification request must be submitted to Human Resources.

Step 2: Upon receipt of the request, the Office of Human Resources will date stamp the request prior to forwarding a copy to the unit member's immediate supervisor. The ASSOCIATION and the unit member shall receive a copy.

Step 3: The immediate supervisors will provide his/her within fifteen (15) working days. The ASSOCIATION unit member shall receive a copy.

Step 4: Reclassification review by the committee shall occur during the month of February.

- A. If requested, a unit member shall have a personal interview with the Reclassification Committee.
- B. Human Resources will notify the unit member(s) of decision in writing within ten (10) working days at the conclusion of the committee.

Step 5: Reconsideration/Appeal Process shall be within fifteen (15) working days after the unit member is informed of the committee's decision. The unit member has the right to appeal in writing to the Chancellor within fifteen (15) working days of the committee's finding. The Chancellor shall notify the unit member and the Reclassification Committee in writing within thirty (30) working days of his/her decision, which shall be final.

Step 6: All approved reclassification recommendations shall be submitted for Board Agenda no later than the June Board meeting.

When a position is reclassified, the incumbent in the position shall be entitled to serve in the position.

Salary of Position Reclassification: The salary of a unit member in a position that is reclassified shall be determined as follows:

- A. If a position is reclassified to a classification having the same salary range (reclassification – lateral), the salary and anniversary date of the unit member shall not change.
- B. If a position is reclassified to a classification having a higher salary range (reclassification – upward), the unit member shall be placed on the appropriate salary range of their new classification which would result in no less than a five (5%) percent increase over the current salary, except if the new placement is at the highest step. The anniversary date of the unit member shall be the date on which the reclassification request was submitted.

Reclassification recommendations are subject to the approval of the Chancellor. Final determination shall be documented in the form of a memorandum of understanding and shall be subject to all approval processes.

The effective date of the reclassification shall be the date the application was stamped received by the DISTRICT.

Placement in Classification and Range

Every bargaining unit member shall be placed in a classification and range in the classified service.

Classification and Reclassification Requirements

Position classification and reclassification shall be subject to mutual agreement between the DISTRICT and the ASSOCIATION.

Either party may propose a reclassification for any position at any time during the life of the Agreement.



Request for Consideration of Position Reclassification

This form is designed to assist you in describing your position. Please fill out this form completely. If a question does not apply to your position, please write "N/A" for that item. Thank you for your cooperation.

Received by Human Resources on: _____
 Supervisory Comments Received by HR on: _____
 Reviewed by Reclassification Committee on: _____
 Received by the Chancellor on: _____

SECTION 1

1. Name: _____
2. Department/Division: _____
3. Business Telephone Number: _____
4. Position's Classification Title: _____
5. How long have you been in this classification: _____
6. Name of immediate Supervisor: _____
7. Title of Immediate Supervisor: _____

SECTION 2: WORK ACTIVITIES LIST: Please describe the major parts of what you do on your job. List only the major functions, separately, in order of importance. Provide a description of each of those duties. Indicate the approximate percentage of total working time you spend on each major work activity and the frequency such as **daily (D)**, **weekly (W)**, **monthly (M)**, or **annually (Y)**. Please indicate which duties are not currently part of your job description and the length of time you have been performing each of those duties.

	Duty	Frequency: D/W/M/Y	Outside of Current Job Description (Y/N)	If Outside of Job Description, How Long Performed
1		Select One	Select	years months
2		Select One	Select	years months
3		Select One	Select	years months
4		Select One	Select	years months
5		Select One	Select	years months
6		Select One	Select	years months
7		Select One	Select	years months
8		Select One	Select	years months



9		Select One	Select	years months
10		Select One	Select	years months
11		Select One	Select	years months
12		Select One	Select	years months

* If you need additional space, please use supplemental sheet and check this box

SECTION 3: EQUIPMENT, TOOLS AND MATERIALS: What machinery, vehicles, or motorized equipment do you use in your work, and how often do you use each (daily, weekly, etc.)?

	List of Equipment, Tools, and Materials	Frequency: D/W/M/Y
1	N/A	Select One
2	N/A	Select One
3	N/A	Select One
4	N/A	Select One
5	N/A	Select One

* If you need additional space, please use supplemental sheet and check this box

SECTION 4: PHYSICAL REQUIREMENTS

Are there any special or unusual physical skills or effort required on your job? N/A

Do you require any special accommodations to perform your job? N/A

SECTION 5: PROBLEM-SOLVING INSTRUCTIONS

How are instructions provided: Orally In Writing Computer E-mail

How specific or general are these are these instructions? Please explain: N/A

How are priorities and/or deadlines decided for your position? N/A

What occasions are there (if any) when instructions are not provided? N/A

At what stage and by whom (job title) are your assignments normally reviewed? N/A

How can you and your supervisor determine the quality of your work? N/A

How often do you meet with your supervisor, and for what purpose? N/A



SECTION 6: TRAINING AND EXPERIENCE

Please indicate the length and type of formal and/or on-the-job training that is essential before an average person could perform your job successfully? ____ years ____ months

Please indicate the number of years (or months) and type of prior job experience that is essential before an average person could perform your job successfully.

	Type of Experience	Number of Years/Months
1		____ years ____ months
2		____ years ____ months
3		____ years ____ months

** If you need additional space, please use supplemental sheet and check this box*

What license(s), certification, registration, or related regulatory requirements are there for your job? N/A

SECTION 7: AUTHORITY & ACCOUNTABILITY

What kinds of actions, documents, plans, or functions **require** your authorization? N/A

What kinds of significant decisions are you authorized to make **without** clearing them through your supervisor? N/A

What work decision **require** clearance from your supervisors? Please give examples. N/A

What are the most difficulty/important decisions you make? Describe their impact on your organizational unit, other employees, students, members of the public and/or the community. N/A

SECTION 8: INTERACTION WITH OTHERS

To do your job effectively, what people are you required to interact with, **other than** your immediate supervisor and co-workers? N/A

Within your organization, please indicate the job titles and departments of the employees with whom you regularly work. N/A

Outside of your organization, indicate the nature of your contacts with members of the community, students, other government agencies, vendors, contractors, etc. N/A

SECTION 9: LANGUAGE REQUIREMENTS

Does your job require that you converse in a language other than English? If so, please indicate what language(s), level of proficiency, how often, for what purpose.

Language(s): N/A Level of Proficiency: N/A Frequency: N/A Purpose: N/A

SECTION 10: CHANGES TO POSITION

Duties Deleted: During the past two years, what duties have been removed from your position? Please explain. N/A

Other Changes: List other changes that have taken place in your position, such as the level of supervision exercised or received, policy or procedural changes, new tools or equipment, new processes, etc. N/A

Are there any positions in your agency or other agencies whose duties and responsibilities appear to be equal to your job? N/A

How long have you performed the current duties assigned to your position? ____ years ____ months



SECTION 11: SUPERVISORY AND SUPPLEMENTAL QUESTIONNAIRE: *To be completed only by individuals who supervise other employees.*

SUPERVISION & SPAN OF CONTROL: Please indicate the job titles and names of the employees who report directly to you, and not through a subordinate supervisor. N/A

Please indicate the job titles, and number of positions for each, that report to your direct subordinates. N/A

SUPERVISORY RESPONSIBILITIES: Does your position have the authority to take any of the following actions? If not, does your supervisor rely mainly on your recommendation to make the decision?

<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Hire employees
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Promote employees
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Transfer employees
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Prepare work schedule
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Assign/review work
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Train employees
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Assign/approve overtime
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Assign/approve comp time
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Prepare performance appraisals
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Approve sick/vacation leave
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Recall employees to work in emergencies
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Award pay increases
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Discipline employees
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Suspend employees
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Terminate employees

I certify that I have read the instructions, that the entries made above are my own and to the best of my knowledge are accurate and complete.

OPTIONAL: I would like to request for a personal interview with the Reclassification Committee. Yes No

Employee Signature: _____ **Date:** _____



SECTION 2: SUPPLEMENTAL SHEET

SECTION 2: WORK ACTIVITIES LIST: Please describe the major parts of what you do on your job. List only the major functions, separately, in order of importance. Provide a description of each of those duties. Indicate the approximate percentage of total working time you spend on each major work activity and the frequency such as **daily (D)**, **weekly (W)**, **monthly (M)**, or **annually (Y)**. Please indicate which duties are not currently part of your job description and the length of time you have been performing each of those duties.

	Duty	Frequency: D/W/M/Y	Outside of Current Job Description (Y/N)	If Outside of Job Description, How Long Performed
13		Select One	Select	years months
14		Select One	Select	years months
15		Select One	Select	years months
16		Select One	Select	years months
17		Select One	Select	years months
18		Select One	Select	years months
19		Select One	Select	years months
20		Select One	Select	years months
21		Select One	Select	years months
22		Select One	Select	years months
23		Select One	Select	years months
24		Select One	Select	years months
25		Select One	Select	years months



SECTION 3: SUPPLEMENTAL SHEET

SECTION 3: EQUIPMENT, TOOLS AND MATERIALS: What machinery, vehicles, or motorized equipment do you use in your work, and how often do you use each (daily, weekly, etc.)?

	List of Equipment, Tools, and Materials	Frequency: D/W/M/Y
1	N/A	Select One
2	N/A	Select One
3	N/A	Select One
4	N/A	Select One
5	N/A	Select One
6	N/A	Select One
7	N/A	Select One
8	N/A	Select One
9	N/A	Select One
10	N/A	Select One
11	N/A	Select One
12	N/A	Select One
13	N/A	Select One
14	N/A	Select One
15	N/A	Select One



SECTION 6: SUPPLEMENTAL SHEET

SECTION 6: TRAINING AND EXPERIENCE

Please indicate the number of years (or months) and type of prior job experience that is essential before an average person could perform your job successfully.

	Type of Experience	Number of Years/Months
1		____ years ____ months
2		____ years ____ months
3		____ years ____ months
4		____ years ____ months
5		____ years ____ months
6		____ years ____ months
7		____ years ____ months
8		____ years ____ months
9		____ years ____ months
10		____ years ____ months
11		____ years ____ months
12		____ years ____ months
13		____ years ____ months
14		____ years ____ months



SBCCD/SBCCDPOA Request for Consideration of Position Reclassification Procedures

Reclassification Process: The reclassification process will be an annual, collaborative process between the ASSOCIATION and the DISTRICT utilizing the Reclassification Committee. Requests must be submitted November 1st - December 1st to be reviewed during the month of February as stated in section 16.3.4.4 of this article.

Step 1: Reclassification request must be submitted to Human Resources

Step 2: Upon receipt of the request, the Office of Human Resources will date stamp the request prior to forwarding a copy to the unit member's immediate supervisor. The ASSOCIATION and the unit member shall receive a copy.

Step 3: The immediate supervisors will provide their within fifteen (15) working days. The ASSOCIATION unit member shall receive a copy.

Step 4: Reclassification review by the committee shall occur during the month of February.

- A. If requested, a unit member shall have a personal interview with the Reclassification Committee.
- B. Human Resources will notify the unit member(s) of decision in writing within ten (10) working days at the conclusion of the committee.

Step 5: Reconsideration/Appeal Process shall be within fifteen (15) working days after the unit member is informed of the committee's decision. The unit member has the right to appeal in writing to the Chancellor within fifteen (15) working days of the committee's finding. The Chancellor shall notify the unit member and the Reclassification Committee in writing within thirty (30) working days of his/her decision, which shall be final.

Step 6: All approved reclassification recommendations shall be submitted for Board Agenda no later than the June Board meeting.

When a position is reclassified, the incumbent in the position shall be entitled to serve in the position.

Salary of Position Reclassification: The salary of a unit member in a position that is reclassified shall be determined as follows:

- A. If a position is reclassified to a classification having the same salary range (reclassification – lateral), the salary and anniversary date of the unit member shall not change.
- B. If a position is reclassified to a classification having a higher salary range (reclassification – upward), the unit member shall be placed on the appropriate salary range of their new classification which would result in no less than a five (5%) percent increase over the current salary, except if the new placement is at the highest step. The anniversary date of the unit member shall be the date on which the reclassification request was submitted.
Reclassification recommendations are subject to the approval of the Chancellor. Final determination shall be documented in the form of a memorandum of understanding and shall be subject to all approval processes.

The effective date of the reclassification shall be the date the application was stamped received by the DISTRICT.

Placement in Classification and Range

Every bargaining unit member shall be placed in a classification and range in the classified service.

Classification and Reclassification Requirements

Position classification and reclassification shall be subject to mutual agreement between the DISTRICT and the ASSOCIATION.

Either party may propose a reclassification for any position at any time during the life of the Agreement.



IMMEDIATE SUPERVISOR'S STATEMENT

(To be completed by employee's immediate supervisor)

Please attach a copy of agency/division organizational chart with this questionnaire.

1. Is this a newly budgeted position? Yes No If so, please indicate the date of approval: _____
2. Has the volume of work changed significantly? Yes No If yes, please explain: N/A
3. If duties have been deleted, what are they, and to which position(s)/classification(s) have they been assigned? N/A
4. If new duties have been added, what are they, and which position(s)/classification(s) performed them previously? N/A
5. What classification do you recommend for this position? N/A
6. Aside from the above, are there other reasons (not compensation) why the current classification is no longer appropriate for this position? Yes No Please explain: N/A
7. Are there other positions whose duties and responsibilities appear to be equivalent? N/A
8. Are the changes in the position's duties/responsibilities due to reorganization? If so, please describe: N/A
9. What is the next lower and higher classification in the normal career progression for this job?

Lower: N/A Higher: N/A

10. What is the normal training period for new employees to reach full performance? _____ years _____ months
11. Please provide other relevant information (other than compensation factors) to justify or clarify the reason for requesting the reclassification/re-evaluation study of this position. N/A

SUPERVISOR'S REVIEW FOR ACCURACY: I have reviewed and discussed the contents of this position description with the employee. Except for the items noted below, I find the questionnaire accurate and complete.

IMMEDIATE SUPERVISOR'S COMMENTS: N/A

Immediate Supervisor Signature: _____

Date: _____

Vice President Signature: _____

Date: _____