

**SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT**



**POLICE OFFICERS ASSOCIATION**

**MASTER AGREEMENT**

**July 1, 2015 – June 30, 2018**



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## **PREAMBLE**

This Agreement is made and entered into this 27<sup>th</sup> day of March 27, 2017 by and between the South Orange County Community College District, hereinafter referred to as District, and South Orange County Community College District Police Officers Association, hereinafter referred to as POA.

The District agrees that POA shall have the right to obtain Field and Legal Staff assistance for the purpose of representation in carrying out its obligations under this Agreement to its duty of fair representation.

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

## **ARTICLE 1**

### **MANAGEMENT RIGHTS**

In order to ensure that the District shall continue to carry out its safety and protection services functions and responsibilities to the public, students and employees as imposed by law, and to maintain efficient and responsive police and safety provisions for the visitors and employees of the District, the District continues to reserve and retain solely and exclusively all rights which are beyond the scope of negotiations under Government Code Section 3543.2, and also rights which are not limited by the terms of this Agreement are retained by the District. Such retained rights include, but are not limited to, the right to determine the following matters:

1. Determine Campus Police Department policy, including the right to manage the affairs of the Safety Department in all respects;
2. The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;
3. The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, in all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; or investment policies and practices; or budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures, apart from those allocated to fund the express wage and benefit obligations of this Agreement;
4. The educational policies, procedures, objectives, goals and programs including those relating to student conduct and discipline, student transportation, food services, racial and ethnic balance, extracurricular activities, and emergency situations; and the substitutive and procedural rights and obligations of students, parents, employees and the public with respect to such matters;
5. Determine the issues of public policy and control the overall mission of the Campus Police Department;

6. Determine standards and level of services to be rendered, operations to be performed, utilization of technology and equipment, means and methods of operation, and overall budgetary matters, including but not limited to the right to contract or subcontract any work, services or operations of the Campus Police Department. For any new District property, the District shall have the right to subcontract services until there are 500 students on the property continuously for a period of 90 days. Thereafter the POA and the District shall upon the POA's written notice to the District further discuss the District's right to subcontract on that new property.
7. Evaluate, direct, supervise, hire, promote, suspend, discipline, discharge, demote, transfer, assign, and retain members of the Campus Police Department;
8. Relieve members of the Campus Police Department from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive, in accordance with the Education Code;
9. Determine the size and composition of the Campus Police Department, assign members of the Campus Police Department, and establish work schedules and assignments;
10. To the extent permitted by law, the utilization of personnel not covered in this Agreement to do work which is normally done by employees covered hereby, and the methods of selection of assignment of such personnel;
11. Determine the appropriate job classifications, organizational structure, and personnel by which the Campus Police Department operations are conducted;
12. The selection, classification, direction, promotion, demotion, discipline, termination, and retirement of all personnel of the District subject only to applicable law; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of employees to any location, and also to any facilities, classrooms, functions, activities, departments, tasks or equipment; the staffing levels, workloads, and the number of employees; and the determination as to whether, when and where there is a job opening;
13. The duties and standards of performance for all employees; and whether any employee adequately performs such duties and meets such standards; the dates, times, and hours of operation of District facilities, functions, and activities; school calendars, the assignment of paid duty days beyond the regular assign duty year; the assignment of overtime;
14. Safety and security measures for employees, students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters;

15. Maintain and improve the efficiency and effectiveness of the Safety/ Security Department;
16. Take any necessary actions to carry out the mission of the Safety/ Security Department in situations of emergency as defined in Government Code Section 8558;
17. Take whatever other actions may be necessary to carry out the wishes of the District, and for police protection not otherwise specified above;
18. Establish and promulgate rules, regulations, policies and procedures relating to productivity, efficiency, conduct, and safety; as well as the rules, regulations, policies, and procedures designed to comply with applicable judicial decisions and legislative enactment and to require compliance therewith;
19. All other rights of the District not expressly limited by the provisions of this Agreement are also expressly reserved by the District even though not enumerated above, and the express provisions of this Agreement constitute the only contractual limitations upon the District's rights. The exercise of any right reserved to the District in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right to preclude the District from executing the right in a different manner; and
20. The contractual rights of the POA and the employees are set forth in other Articles of this Agreement and this Article is not a source of such rights. Accordingly, the provisions of this Article shall not be grievable.

## ARTICLE 2

### RECOGNITION

- 2.1 Acknowledgement:** The District hereby acknowledges that POA is the exclusive bargaining unit representative for the classified employees holding those positions described in Campus Security Officer, Police Officer, and Police Officer Lead. In the event the District amends its determination of management, confidential, and supervisory employees, the District shall notify POA. In the event POA disagrees with said designations, the parties shall attempt to reach agreement. Disputed cases shall be submitted to the PERB for resolution.
- 2.2 Scope of Representation:** The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms of employment specifically stated in the EERA.
- 2.3 Definition of Bargaining Unit:**
- 2.3.1** Persons hired for a limited duration shall be classed as short-term employees and shall not be members of the bargaining unit.
- 2.3.2** Employees in positions in paid status less than 195 days in any fiscal year shall not be members of the bargaining unit (Education Code §88003).
- 2.4 Long-Term Substitutes:** The District may use substitute employees as follows:  
1) to replace a bargaining unit employee who is temporarily absent from duty, or  
2) to fill the vacancy in any bargaining unit position while the District is engaged in a procedure to hire a permanent employee to fill that vacancy. Pursuant to Education Code § 88003, if the District is engaged in a procedure to hire a permanent employee to fill a vacancy in a bargaining unit position as set forth in the second scenario set forth above, the District may fill the vacancy through the employment, for not more than 180 calendar days, of one or more substitute employees. The District shall use substitutes no longer than 180 days to fill such vacant positions pursuant to this provision. Absent express agreement from the POA, the District shall not extend the use of a substitute beyond the 180 day limit. The District's use of a substitute employee to replace a bargaining unit employee who is temporarily absent from duty pursuant to the first scenario set forth above shall not be restricted with respect to any time limitations. An employee employed to fill a position for an employee on a leave of absence shall not be a member of the bargaining unit regardless of length of absence.

## **ARTICLE 3**

### **CHECK-OFF AND ORGANIZATIONAL SECURITY**

**3.1 Check Off:** POA shall have the sole and exclusive right to have membership dues, initiation, and service fees deducted for employees in the bargaining unit by the District. The District shall pay to POA within thirty (30) days all sums so deducted.

**3.2 Dues Deduction:**

**3.2.1** POA agrees to indemnify and save the District, its officers, employees, agents, representatives, Board of Trustees, and each individual Board member, harmless against any and all claims, demands, costs, lawsuits, judgments or other forms of liability and all court or administrative agency costs that may arise out of or by reason of action taken by the District for the purpose of complying with this Article. The Association shall, within thirty (30) days of receipt of the request, pay to the District all costs associated with actions under this Article.

**3.2.2** Each permanent employee in this unit shall, as a condition of continued employment, become a member of the certified representative of this unit, or pay the Association a service fee in an amount not to exceed periodic dues and general assessments of the Association for the term of the Memorandum of Understanding. Such amounts shall be determined by the Association and implemented by Management in the first payroll period which starts 30 days after written notice of the new amount is received.

**3.2.3** During the term of the Memorandum of Understanding, payroll deductions requested by employees in this Unit for the purpose of becoming a member and/or to obtain benefits offered by any qualified organization other than the South Orange County Community College District Police Officers Association will not be accepted by the District. For the purpose of this provision, qualified organization means any organization of employees whose responsibility or goal is to represent employees in the District's meet and confer process.

**3.2.4** The District shall notify all members of the representation unit that they are required to pay dues or a service fee as a condition of continued employment and that such amounts will be automatically deducted from their paychecks. The religious exclusion will also be explained.

- 3.2.5** Any employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the organization. Such employee shall, in lieu of periodic dues or agency shop fees, pay sums equal to said amounts to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c) (3) of the Internal Revenue Code, which has been selected by the employee from a list of such funds designated by the parties hereto in a separate agreement. Such payments shall be made by payroll deduction as a condition of continued exemption from the requirements of financial support to the Association and as a condition of continued employment.
- 3.2.6** The District shall cause the amount of the dues or service fee to be deducted monthly from the payroll checks of each employee in this unit as specified by the Association under the terms contained herein. "Dues," as distinct from "service fee," shall be the result of voluntary consent in the form of a payroll deduction card signed by the individual employee.
- 3.2.7** Remittance of the aggregate amount of all dues, fees and other proper deductions made from the salaries of employees hereunder shall be made to the Association by the District within thirty (30) working days after the conclusion of the month in which said dues, fees and/or deductions were deducted.
- 3.2.8** The District shall also apply this provision to every permanent employee who becomes a member of this representation unit within sixty (60) calendar days of such reassignment or transfer. Such deduction shall be a condition of continued employment.
- 3.2.9** As of the effective date of the Memorandum of Understanding, the amount of the monthly dues deduction will be \$60.
- 3.2.10** When the District receives notice from the Association to change the deduction percentage rate, the District is hereby authorized to change said deduction automatically in the next practical pay period following such notice.
- 3.2.11** The authorization to deduct dues and agency shop fees shall remain in effect until written notice of cancellation is given by an employee to the District's Office on the appropriate form provided by the District for this purpose.
- 3.2.12** Management will provide the Association with the name, home address and employee number of each permanent employee.

- 3.2.13** The District shall notify the organization within sixty (60) calendar days of any employee who, because of a change in employment status, is no longer a member of the representation unit or subject to the provisions of this Article.
- 3.3** The District recognizes that the employee organization provides a valuable contribution to the welfare of the District in its educational philosophy for the peaceful resolution of employer-employee relations.
- 3.4 POA Rights:** POA shall have the following rights in addition to the rights contained in any other portion of this Agreement.
- 3.4.1** The right of access at reasonable time to employees and to the areas in which they work.
- 3.4.2** The right to use without charge institutional bulletin boards, mailboxes, and the use of the District mail system, and other District means of communication for the posting or transmission of information of notices concerning POA matters.
- 3.4.3** The right to use, with approval, institutional equipment, facilities, and buildings.
- 3.4.4** The right to review an employee's personnel file when accompanied by the employee or on presentation of a written authorization signed by the employee.
- 3.4.4.1** The right to receive, upon request, a copy of any records which are required for the use of the employee and POA in utilizing the grievance procedure.
- 3.4.5** The right to be supplied with a complete roster of bargaining unit employees within ninety (90) days of the effective date of this Agreement, and every July and January thereafter for the terms of this Agreement.
- 3.4.6** The right to receive upon request one (1) copy of any and all written reports submitted to any other governmental agency.
- 3.4.7** The right to receive one (1) copy of any public budget or financial material, including the CCAF-311, submitted at any time to the governing board.
- 3.4.8** The right to review upon request any other public material in the possession of or produced by the District necessary for POA to fulfill its role as the exclusive bargaining representative.

- 3.4.9** The District agrees to grant release time to one (1) member of the Association to attend the Peace Officers Research Association of California (PORAC) annual conference. The District shall reimburse the actual and necessary expenses of that member. Any such reimbursement shall be subject to District policy.
- 3.4.10** The District agrees to allow Association members to donate vacation time for membership attendance at Association leadership training and PORAC conferences. The use of such donated vacation time shall not be used by more than two Association members concurrently and shall be subject to the any limitations set forth in Article 10.
- 3.4.11** Upon prior approval by the District, the Association may reimburse the District for a member's leave time spent attending Association leadership training and PORAC conferences. The use of such reimbursable leave time shall be used by no more than two Association members concurrently.
- 3.4.12** The Chapter President or designee shall be granted four (4) hours per month for President or designee of released time, exclusive of all other released time listed under other provisions of this Agreement. This released time is to be scheduled with the mutual agreement of the immediate supervisor and the employee, and the schedule is to be set reasonably.
- 3.4.13** The President or designee shall be granted reasonable released time to attend shared governance committee meetings.
- 3.4.14** Upon its exclusive discretion, the District may provide paid release time for Association members to attend District-approved training and conferences.
- 3.4.15** The District shall provide office space for the Association in a location other than the campus police departments, subject to continued availability.
- 3.5** **No Discrimination on Account of POA Activity:** Neither the District nor POA shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of their right to engage or not to engage in POA activity.
- 3.6** **Exclusive Representative:** Negotiations on matters within the scope of representation shall take place between the District and POA.

- 3.7 Restriction on District Negotiations and Agreements:** The District shall conduct no negotiations nor enter into any agreement with any other organization on matters concerning the rights of bargaining unit employees and/or POA without prior notice to and approval by POA of the negotiations and the agreement.
- 3.8 Distribution of Contract:** Within sixty (60) calendar days after the execution of this contract, and/or reopener agreements, the District shall make such documents available on the District website.
- 3.9 Abolition of a Position or Class of Positions:** If the District proposes to abolish a position or class of positions, it shall notify POA in writing and the parties may meet and discuss the proposal.
- 3.10 POA Schedule of In-Service Meetings:** With approval from the immediate supervisor, the President or designee will be provided governance attendance of ninety (90) minutes quarterly, released time to attend this meeting. The meetings shall be scheduled as follows:

Irvine Valley 12:00 - 1:30 p.m.  
Saddleback 3:00 - 4:30 p.m.

## ARTICLE 4

### EVALUATIONS

- 4.1** All employees shall receive an annual written performance evaluation. The evaluation shall address those areas which need improvement, as well as identify those areas in which an employee meets or exceeds Department standards.

If necessary, the evaluation may also set forth an improvement plan developed by both the supervisor and employee. The plan shall outline specific steps that the employee can take to improve in the identified areas. The purpose of this plan is to both foster improved communications between supervisor and the employee and to place the employee in a better position for career advancement within the department.

- 4.2** No evaluation of any employee shall be placed in any personnel file without an opportunity provided for discussion between the employee and the evaluator. No evaluation shall be made based upon hearsay statements but shall only be based upon the direct observation and knowledge of the evaluator. Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any evaluation.

- 4.3 Probationary Period:** New employees shall serve a probationary period of one (1) year (12 months). During such period, the work performance of the employee shall be evaluated by the immediate supervisor following the employee's completion of three (3) months and eleven (11) months of employment.

- 4.3.1 Probationary Period Upon Promotion:** Employees will be required to serve a new probationary period of one year (12 months) each time the employee receives a promotion, a transfer with a classification change, medical transfer, or Americans with Disabilities Act ("ADA") transfer. During such period, the work performance of the employee shall be evaluated by the immediate supervisor following the employee's completion of three (3) months and eleven (11) months of employment in the new position.

#### Probation Requirement

	<u>NO</u>	<u>YES</u>
No classification change	X	
Promotion		X
Reclassification	X	
Reassignment within the same classification	X	
Reallocation	X	
	<u>NO</u>	<u>YES</u>
Transfer of same position:		

To another operating unit	X	
Within operating unit	X	
Transfer with classification change		X
Voluntary demotion other than layoff:		
- Into classification previously held or substantially similar classification	X	
- Into classification not previously held or not substantially similar classification		X
Medical or ADA Transfer		X

## **ARTICLE 4(A)**

### **PERSONNEL FILES**

- 4(A).1** Materials in personnel files of classified employees which serve as a basis for affecting the status of their employment shall be made available for inspection by the employee. Ratings, reports or records which were either obtained prior to employment, or prepared by identifiable examination committee members, or obtained in connection with a promotional examination shall be specifically excluded from inspection by the employee and/or the employee's agent or representative.
- 4(A).2** All information and/or materials of a derogatory nature, except material mentioned in Section 4.4.1 shall not be entered or filed in the employee's personnel file unless and until the employee is given notice and offered a copy of the contents to review the document and comment thereon. An employee shall have the right to enter, and have attached to any derogatory statement, his/her comments thereon. Thirty days shall be allocated for review and comment and is subject to approval by the appropriate district administrator.
- 4(A).3** Letters of reprimand shall be given only for just cause. Employees shall have the right to review all derogatory information before it is placed in their personnel files, and may attach their comments to any material so placed.
- 4(A).4** The provisions contained herein shall be construed to be clarification of Education Code Section §87031 and the Peace Officer's Procedural Bill of Rights Act.

## ARTICLE 5

### HOURS AND OVERTIME

#### 5.1 Workweek:

**5.1.1 Normal Workweek:** The normal workweek shall consist of five (5) days, eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.

**5.1.2 3/12 Schedule:** Notwithstanding Article 5.1.1, the District reserves the right to implement a “3/12” work schedule at the Saddleback College and/or Irvine Valley College with 30-days advance notice prior to the effective date of the change. The District reserves the right to revert the 3/12 work schedule to the work schedule set forth under Article 5.1.1 with 30-days advance notice prior to the effective date of the change.

5.1.2.1. In the event that the District implements a “3/12” work schedule pursuant to Section 5.1.2, the District and the POA agree that, upon a party’s request, the Agreement will be reopened for the limited purpose of meeting and conferring over any unanticipated impacts on matters within the scope of bargaining.

**5.2 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 employee shall be assigned a fixed, regular, and ascertainable minimum number of hours.

#### 5.3 Adjustment of Assigned Time:

**5.3.1** Any employee in the bargaining unit who works an average of fifteen (15) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

**5.3.2** The District shall give fifteen (15) working days notice to affected employees before permanently altering their shift assignment or days off. By mutual agreement, notice time can be less than fifteen (15) working days.

**5.4 Voting Time-Off:** If any employee's work schedule is such that it does not allow sufficient time to vote in any federal, state or local election in which the employee is entitled to vote, the District shall arrange to allow sufficient time for such voting by the employee without loss of pay.

**5.5 Overtime and Compensatory Time Off:** The selection of paid overtime or compensatory time shall be determined by the Chief of Police subject to the provisions of this Article. No overtime may be worked without the prior approval and at the discretion of the Chief of Police.

**5.5.1 Overtime:** Except as otherwise provided herein, all overtime periods as defined in this Section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay to the employee for all work permitted. Overtime for a normal workweek is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week, regardless of the day of the week worked. Overtime for a 3/12 schedule is defined as time worked in excess of twelve (12) hours in any one day or on any one shift or in excess of eighty (80) hours within a fourteen (14) day schedule.

**5.5.2** An employee in the bargaining unit may be granted compensatory time off in lieu of cash compensation for overtime work at the discretion of the Chief of Police. Compensatory time off shall be granted at one and one-half times the regular rate of pay.

**5.5.2.1** Compensatory time shall be taken at a time mutually acceptable to the employee in the bargaining unit and the District within twelve (12) months of the date on which it was earned.

**5.5.2.2** The amount of time which an employee may accumulate as compensatory time shall be limited to a maximum of 100 hours on the books at any time. Time beyond this amount shall be paid as paid in cash at overtime rates. Members that currently have over 100 hours of accumulated compensatory time will be permitted to maintain that time without being required to cash out the excess amount. While any member has compensatory time in excess of the 100 hour maximum, he or she will not be able to accumulate additional compensatory time. Once any member falls below the 100 hours of accumulated compensatory time, he or she will be subject to the accumulation limit of 100 hours.

**5.5.3** All hours worked on holidays shall be paid at the regular rate of pay in addition to one-and-one-half (1.5) times the regular rate of pay except for hours worked on holidays by employees in the classification of Police Officer, Weekends/Holidays, pursuant to the provisions of Education Code §88204. If working a twelve (12) hour shift, eligible employees shall receive twelve (12) hours of holiday pay at the above referenced rates, rather than eight (8) hours had they been working an eight (8) hour shift.

Employees in the classification of Safety Officer, Weekend and Holiday as of April 30, 1987 shall be entitled to holiday pay Article 5.5.3. Employees hired on or after May 1, 1987 shall be subject to and paid in accordance with Education Code Section 88204 at Grade 20 (Range 130, effective 7/1/88 and Police Officer Weekends Holidays, Range 2 effective July 1, 2000) and shall not be entitled to holiday pay. Service in the classification of Police Officer, Weekend and Holiday is a separate classification and shall not constitute a service for seniority or layoff purposes in the separate classification of Police Officer, or Campus Security Officer.

## **5.6 Shift Differential-Compensation:**

**5.6.1** Any employee in the bargaining unit who is assigned a traditional 8-hour work shift commences between 11 a.m. and 9 p.m. inclusive shall be paid a shift differential premium of five (5) percent above the regular rate of pay for all hours worked.

Any employee in the bargaining unit who is assigned a traditional 8-hour work shift commences between 9 p.m. and 4 a.m. inclusive shall be paid a shift differential premium of seven and one-half (7.5) percent above the regular rate of pay for all hours worked.

Any employee in the bargaining unit who is assigned to a shift in a "3/12" work schedule pursuant to Section 5.1.2 that encompasses working at 12:00 a.m. (midnight) shall be paid a shift differential premium of seven and one-half (7.5) percent above the regular rate of pay for all hours worked.

Shift differentials are not paid if the employee is working the shift based on overtime pay, unless the employee has worked for four (4) or more such shifts during the pay period.

**5.6.2** An employee who receives a shift differential premium on the basis of his/her shift shall suffer no reduction in pay, including differential, when assigned temporarily to a day shift.

**5.7 Overtime Distribution:**

**5.7.1** Every attempt shall be made to avoid distributing overtime repeatedly to the same bargaining unit member.

**5.7.2** In the event the overtime requires special skills, those special skills will be carefully considered by the Chief or his/her designee in distributing overtime.

**5.8 Call Back Time:** Any employee called in to work on a day when the employee is not scheduled to work or after completion of his/her regular assignment shall receive a minimum of four (4) hours pay straight time, or overtime for amount of time worked, whichever is greater.

**On-Call Time:** If an employee is placed on “Court On-Call Time” when the employee is not regularly scheduled, the employee shall receive three (3) hours straight time. At such time, the employee must be prepared to report for work within one hour. During “Court On-Call Time,” the employee shall remain free of any impairments that may hinder his/her ability to effectively perform his/her job duties.

**5.9 Right of Refusal:** Any employee shall have the right to reject any offer or request for overtime or call back, or call in time. If all available bargaining unit members in the department refuse the request, the overtime shall be assigned based on a rotation of bargaining unit members and the overtime shall be accepted by the employee. Bargaining unit members on paid or unpaid leave shall not be considered to be available for purposes of this provision.

## ARTICLE 6

### PAY AND ALLOWANCES

#### 6.1 Regular Rate of Pay:

Effective July 1, 2015 the regular rate of pay for each position in POA shall be increased by 6% in accordance with the rates established for each class as provided for in Exhibit A. Effective July 1, 2016, the regular rate of pay for each position in the bargaining unit shall be increased by 3% in accordance with the rates established for each class as provided for in Exhibit A. Effective July 1, 2017, the regular rate of pay for each position in the bargaining unit shall be increased shall be increased by 3% in accordance with the rates established for each class as provided for in Exhibit A. The regular rate of pay shall not include any shift differential and/or longevity increment required to be paid under this agreement. All such wages increases will be in lieu of any state-funded COLA.

**6.2 Paychecks:** All regular paychecks of employees in the bargaining unit shall be itemized in accordance with the Orange County Department of Education payroll procedures.

**6.3 Paycheck Frequency:** All regular full-time employees in the bargaining unit shall be paid twice per month, payable on or before the tenth (10th) and the twenty-fifth (25th) day of the month. If the normal pay date falls on a Saturday, Sunday, or holiday, the paycheck shall be issued on the preceding workday. All regular hourly employees shall be paid for actual services performed during the period beginning the 15th day of the previous month through the 14th day of the current month, on the 10th day of the following month. If there is a change in County procedures, issuance of paycheck will be in accordance with new procedures.

- 6.4 Payroll Errors:** Whenever it is determined that an error has been made in the calculation of reporting in any classified employee payroll or in the payment of any classified employee's salary, the District shall, within five (5) workdays following such determination, provide the employee with a statement of the correction. However the District, after standard payroll deductions, shall withhold \$25.00 as a calculation adjustment. In the case of an underpayment, a supplemental payment will be paid to the employee by the District. In the case of an overpayment, the employee shall promptly repay the District. A repayment schedule for salary overpayment shall be agreed to between the employee and the District.
- 6.5 Lost Checks:** Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not delivered within five (5) days of mailing if mailed, shall be replaced in accordance with Orange County Department of Education payroll procedures. The Office of Business Services will consider lost checks as a major priority and will act with as much speed as possible.
- 6.6 Change in Range Assignments:**
- 6.6.1** Promotion - Any employee receiving a promotion shall receive a salary increase of at least five and one-half (5.5) percent, except when the employee is on Step 6 and the range of the new position is only 1 or 2 ranges higher than the current position.
- 6.6.2** When the employee is temporarily assigned to a higher classification for more than five (5) work days within a fifteen (15) calendar day period, the employee will have his/her salary adjusted upward for the entire period he/she is required to work in the higher classification, at a rate that will reasonably reflect the duties required to be performed outside his/her regularly assigned duties.
- 6.7 Mileage:** Any employee in the bargaining unit using his/her private vehicle on authorized District business must have prior approval from their supervisor and shall be reimbursed at the current allowable standard IRS rate. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business. This amount shall be payable in a separate warrant drawn against District funds.
- 6.8 Meals and/or Lodging:** Any employee in the bargaining unit who, as a result of work assignment, has meals and/or lodging away from the District shall be reimbursed in accordance with Board Policy.

**6.9 Longevity:** The District agrees to additionally compensate long service employees as specified below:

2%	increase in salary after	5	years of service
3%	increase in salary after	6	years of service
4%	increase in salary after	7	years of service
5%	increase in salary after	8	years of service
6%	increase in salary after	9	years of service
7%	increase in salary after	10	years of service
8%	increase in salary after	11	years of service
9%	increase in salary after	12	years of service
10%	increase in salary after	13	years of service
11%	increase in salary after	14	years of service
12%	increase in salary after	15	years of service
13%	increase in salary after	16	years of service
14%	increase in salary after	17	years of service
15%	increase in salary after	18	years of service
16%	increase in salary after	19	years of service
17%	increase in salary after	20	years of service
18%	increase in salary after	21	years of service
19%	increase in salary after	22	years of service
20%	increase in salary after	23	years of service
21%	increase in salary after	24	years of service
22%	increase in salary after	25	years of service

**6.9.1** The provisions of Article 6.9 will be discontinued for all bargaining unit members hired after October 1, 1998.

**6.10 Step Increments:** The District shall provide employees a step increment after completion of six (6) months of service, and thereafter an annual step increment for each remaining step indicated on the salary schedule for the particular classification.

**6.11 Salary Placement - New Employees:** New employees will be placed on the first step of the range to which they are appointed. At the discretion of the District, higher initial placements of full-time employees (30 hours or more per week) may occur with administrative approval up to step three (3) if there are verifiable wages and experience from previous employment. For the purposes of calculating months of service, the date of employment shall be considered the first day of the month employed if the starting date is the first (1st) through fifteenth (15th), or the first day of the following month when the starting date is the sixteenth (16th) through the thirty-first (31st).

**6.12 Distribution of Job Information:** Upon initial employment and each change in classification each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his/her position, a statement of the duties of the position, a statement

of the employee's regular work site, regularly assigned work shift, the hours per day, per week, and months per year.

- 6.13 Parking:** Appropriate parking shall be provided on campus for \$20.00 per academic year for each member. Effective with the beginning of the 2016/17 academic year, the cost of parking will be increased to \$40.00 per academic year for full-time members and \$20.00 per academic year for part-time members.

**Parking Lot Assessment:** The District shall include an assessment of the feasibility of a dedicated secure parking lot for Police Officers as part of a comprehensive parking survey. This obligation does not obligate the District provide for a secure parking lot for Police Officers in any future project.

- 6.14 Bilingual Pay:** Police Officers may become certified by the District in a foreign language in which they can demonstrate fluency by taking and passing a test administered by the Human Resources Department (or designee) for the purpose of being able to use those foreign language skills in the line of duty with a person unable to speak English. When an Officer is directed by the manager or supervisor, with the approval of the President, to use a verified bilingual ability as a regular and routine component of his/her assignment, he/she shall receive a stipend of 2% of base salary. The District shall require testing and certification of bilingual ability prior to the authorization for this stipend.

- 6.15 Field Training Officer (FTO):** The District will provide an allowance to FTO's of five (5) percent added to base compensation during the pay period that they serve as an FTO starting on the first day of the following month.

## ARTICLE 7

### EMPLOYEE EXPENSES AND MATERIALS

- 7.1 Safety Equipment:** Should the employment duties of an employee in the bargaining unit require use of any equipment or gear to insure the safety of the employee or others, the District agrees to furnish such equipment or gear.
- 7.2 Non-Owned Automobile Insurance:** The District agrees to provide the secondary personal injury and property damage insurance to protect employees in the event that employees use their personal vehicle on authorized employer business.
- 7.3 Physical Examinations:** The District agrees to provide the full cost of any medical examination required by the District as a condition of employment or continued employment, including but not limited to, the provisions outlined in Education Code Section 88021 or its successor.
- 7.4 Hold Harmless Clause:** Whenever any civil action is brought against an employee or any action or omission arising out of, or in the course of, the duties of that employee, the District agrees to pay the costs of defending such action, including costs of counsel and of appeals, if any, and shall hold harmless from and protect such employee from any financial loss resulting therefrom, insofar as permitted by law.

## ARTICLE 8

### HEALTH AND WELFARE BENEFITS

#### 8.1 Employee and Dependent Insurance Coverage:

The benefits provided for eligible active and retired employees are:

- a. Health Insurance: Effective July 1, 2015, the District shall provide up to a maximum annual contribution of \$20,556 for medical insurance for all eligible unit members, eligible retirees, and their eligible dependents. For each succeeding year, the District shall raise its annual contribution by up to 10%, provided, however, that the District contribution shall not drop below the annual cost of the HMO plan. Any premium increase above 10% shall be paid by active employees through payroll deduction.
  1. PPO Plan
  2. HMO Plan
- b. Life Insurance:
- c. Dental Insurance:
- d. Vision Insurance
- e. Long Term Disability
- f. Employee assistance program
- g. Long Term Care Insurance: For the duration of this Agreement, effective on the first day of the month, 30 days following Board approval, the District shall pay a maximum of \$8.00 per month towards the premium of long term care insurance for benefit eligible bargaining unit members.

The coverage provided in the plans shall meet the specifications agreed to by the District and POA and on file at the District Business Office.

#### 8.2 Eligibility

- 8.2.1** All employees in the bargaining unit who work at least seventy-five (75) percent of the workweek shall be covered under the programs provided in Section 8.1 of this article in accordance with those Sections. Employees shall be enrolled in insurance programs on the first of the month following fulfillment of the eligibility requirement.

#### 8.3 Benefits Administration: POA shall have the right to appoint one (1)

representative to a District wide committee formed for the purpose of research and reviewing insurance plans, proposals and benefits in order to insure that quality and cost effectiveness criteria are maintained. The District has the right to select the insurance carrier as long as same coverage is maintained.

**8.4 Benefits Upon Retirement:** For the term of this Agreement, the District shall pay the cost of health, dental, and vision insurance from the age of sixty (60) until eligibility for Medicare for employees who retire from the District and become retired annuitant of all CalPERS employment and who have been employed in the District full-time ten (10) consecutive years or longer preceding the date of retirement.

**8.4.1** The District shall provide retired employees who qualify for continuation of benefits under Article 8.4 with the option to purchase at employee expense supplemental medical coverage, provided the employee has obtained Medicare A and B coverage. Qualifying members must submit proof that they have obtained Medicare A and B. This benefit is subject to approval of the District's insurance carrier. That shall not be considered a vested right of retirees. The retiree may select from Options A or B subject to the conditions set forth herein.

**Option A:** The current District supplemental medical plan is available to retirees. The cost for the plan to the retired employee shall be the actual cost paid by the District which is to be paid monthly by the retiree in advance to the District. Payment must be received by the 15<sup>th</sup> of the month prior to the month of coverage. If payment is not received by the first day of the month of coverage the employee shall be dropped from the coverage and unable to participate in the future. The District reserves the right to establish a separate medical insurance pool for retirees who qualify under this section.

**Option B:** The CompanionCare/Medicare Supplemental Plan will also be offered to retirees as long as the District is covered by the Self-Insured Schools of California (SISC). This program is directly administered by SISC. Should the District decide to change the program administration from SISC, the District and the POA will meet to negotiate a similar program under a different administrator.

**8.5 Section 125 Flexible Benefits:** The District agrees to continue a Section 125 flexible benefit plan to include dependent care and/or medical care reimbursement.

**8.6 General Provisions:** All enrollments are subject to carrier restrictions.

**8.7 Legal Assistance Program:** For the duration of this Agreement, effective on the first day of the month, 30 days following board approval, the District shall pay 100% of the premium for a Legal Assistance Program for benefit eligible bargaining unit members. Coverage provided shall meet the specifications on file

with the District.

## ARTICLE 9

### HOLIDAYS

- 9.1 Scheduled Holidays:** The District agrees to provide all employees in the bargaining unit with the following paid holidays. This schedule has been adjusted to take into account when a holiday falls on a Saturday or Sunday. Holidays will coincide with the Academic Calendar for each year:

#### HOLIDAYS

Independence Day

Labor Day

Veteran's Day

Thanksgiving Days

Winter Recess

M. L. King, Jr. Day

Lincoln's Day

President's Day

Friday (in lieu of

Admission's Day)

Cesar Chavez Day

Memorial Day

- 9.2 Additional Holidays:** Every day declared by the President or Governor of this State as a public fast, mourning, thanksgiving, or holiday, or any day declared a holiday by the Governing Board under current Education Code or its successors shall be paid holidays for all employees in the bargaining unit. Holidays will coincide with the Academic Calendar for each year.

**9.3 Holidays on Saturday or Sunday:**

**9.3.1** When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. Except as provided in Section 9.3.2, when a holiday falls on Sunday the following workday which is not a holiday shall be deemed to be that holiday.

**9.3.2** The operation of this Section shall not cause any employee to lose any of the holidays clearly indicated in this Article.

## ARTICLE 10

### VACATIONS

- 10.1 Eligibility:** Vacation time under this Article. Vacation benefits are earned on a fiscal year basis -- July 1 through June 30.
- 10.2 Paid Vacation:** Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. Following the completion of six (6) months of service, the employee shall be entitled to use earned paid vacation.
- 10.3 Accumulation:** Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules:
- 10.3.1** From the first (1st) month through the fifth (5th) year of service, vacation time shall be earned and accumulated at the rate of one (1) day vacation for each month of service, not to exceed twelve (12) days per fiscal year. Following the completion for the fifth (5th) year of service three (3) days of vacation shall be granted on a one-time basis in addition to all other provisions in this Article.
- 10.3.2** Commencing with the (6th) year through the tenth (10th) year of service, vacation time shall be earned and accumulated at the rate of 1.25 days vacation for each month of service not to exceed fifteen (15) days per fiscal year. Following the completion of the tenth (10th) year of service three (3) days of vacation shall be granted on a one time basis in addition to all other provisions in this Article.
- 10.3.3** Commencing with the eleventh (11th) year of service, vacation shall be earned and accumulated at the rate of 1.50 days of vacation for each month of service, not to exceed eighteen (18) days per fiscal year.
- 10.3.4** Commencing with the sixteenth (16th) year of service, twelve (12) month employees shall earn and accumulate vacation at the rate of 1.67 days of vacation per fiscal year.
- 10.3.5 Illustration:**

#### TWELVE-MONTH EMPLOYEES

1 Month to	5 Years	12	Days Vacation
6 Years through	11 Years	15	Days Vacation
11 Years through	15 Years	18	Days Vacation
16 Years and after		20	Days Vacation

### ELEVEN-MONTH EMPLOYEES

1 Month to	5 Years	11	Days Vacation
6 Years through	11 Years	13.75	Days Vacation
11 Years through	15 Years	16.50	Days Vacation
16 Years and after		18.33	Days Vacation

### TEN-MONTH EMPLOYEES

1 Month to	5 Years	10	Days Vacation
6 Years through	11 Years	12.50	Days Vacation
11 Years through	15 Years	15	Days Vacation
16 Years and after		16.67	Days Vacation

**10.4 Vacation Pay Upon Termination:** When an employee in the bargaining unit, who has completed six (6) months of service, is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination. An eligible employee who serves fifty (50) percent or more, but less than seventy-five (75) percent of a month shall be entitled to one-half (1/2) of a month's vacation allowance. An eligible employee who serves at least seventy-five (75) percent of the month shall be entitled to the full vacation allowance for the month. Carry-over of earned vacation shall be in accordance with Article 10.6.

**10.5 Vacation Postponement:**

**10.5.1** If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time, or may request to carry over his/ her vacation to the following year.

**10.5.2** If for any unforeseen reason, such as illness, injury or personal property loss, a bargaining unit employee does not take all or any part of his/her annual vacation, the amount not taken shall, at the option of the employee, be accumulated for use in the following year. This does not provide for employee's election not to take vacation for added compensation.

**10.6 Vacation Carry Over:** Employees in the POA may not accrue more than one and one-half times their annual vacation accrual. Employees' vacation balances exceeding one and one-half times their vacation accrual shall not earn further vacation leave until they reduce their vacation leave balance to an amount not exceeding one and one-half times their annual vacation leave accrual.

**10.7 Holidays:** When a holiday falls during the scheduled vacation of any bargaining

unit employee, such holiday shall not be deducted from the earned vacation of the employee.

**10.8 Vacation Scheduling:** Vacations shall be scheduled at times requested by bargaining unit employees with mutual agreement of the supervisor.

**10.9 Interruption of Vacation:** An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of leave provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.

## ARTICLE 11

### CONDITIONS OF EMPLOYMENT

- 11.1** All Campus Police Officers shall comply with and fulfill the requirements specified in the following California statutes:

California Penal Code Section 830.32 states that the following persons are peace officers whose authority extends to any place in the state for the purpose of performing their primary duty or when making an arrest pursuant to Section 836 as to any public offense with respect to which there is immediate danger to person or property, or of the escape of the perpetrator of that offense, or pursuant to Section 8597 or 8598 of the Government Code. Those peace officers may carry firearms only if authorized and under terms and conditions specified by their employing agency.

(a) Members of a California Community College police department appointed pursuant to Section 72330 of the Education Code, if the primary duty of the police officer is the enforcement of the law as prescribed in Section 72330 of the Education Code.

(b) Persons employed as members of a police department of a school district pursuant to Section 39670 of the Education Code, if the primary duty of the police officer is the enforcement of the law as prescribed in Section 39670 of the Education Code.

(c) Any peace officer employed by a K-12 public school district or California Community College district that has completed training as prescribed by subdivision (f) of Section 832.3 shall be designated a school police officer.

(d) California Penal Code Section 832.3(a) states, any police officer of a district authorized by statute to maintain a police department, who is first employed after January 1, 1975, shall successfully complete a course of training prescribed by the Commission on Peace Officer Standards and Training before exercising the powers of a peace officer, except while participating as a trainee in a supervised field training program approved by the Commission on Peace Officer Standards and Training.

(e) Each police chief, or any other person in charge of a local law enforcement agency, appointed on or after January 1, 1999, as a condition of continued employment, shall complete the course of training pursuant to this subdivision within two years of appointment. The training course for a sheriff, an undersheriff, and a deputy sheriff of a county, and a police chief and a police officer of a city or any other local law enforcement agency, shall be the same.

(f) Any school police officer first employed by a K-12 public school district or California Community College district after July 1, 1999, shall successfully complete a basic course of training as prescribed by subdivision (a) before exercising the powers of a peace officer. A school police officer shall not be subject to this subdivision while participating as a trainee in a supervised field-training program approved by the Commission on Peace Officer Standards and Training.

(g) The Commission shall prepare a specialized course of instruction for the

training of school Police Officers, as defined in Section 830.32, to meet the unique safety needs of a school environment. This course is intended to supplement any other training requirements.

(h) Any school peace officer first employed by a K-12 public school district or California Community College district before July 1, 1999, shall successfully complete the specialized course of training prescribed in subdivision (g) no later than July 1, 2002. Any school police officer first employed by a K-12 public school district or California Community College district after July 1, 1999, shall successfully complete the specialized course of training prescribed in subdivision (g) within two years of the date of first employment.

Education Code Section 72330.2 requires every member of a California Community College police department first employed by a California Community College district before July 1, 1999, shall, in order to retain his or her employment, fulfill both of the following conditions:

(a) The employee shall submit to the district one copy of his or her fingerprints on forms prescribed by the Department of Justice. The Department of Justice shall forward this copy to the United States Federal Bureau of Investigation.

(b) The employee shall be determined to be a person who is not prohibited from employment by the California Community College district, and, if the employee is required to carry a firearm, shall be determined by the Department of Justice to be a person who is not prohibited from possessing a firearm.

The Department of Justice may participate in the National Instant Criminal Background Check System (NICS) in lieu of submitting fingerprints to the United States Federal Bureau of Investigation in order to meet the requirements of this section relating to firearms.

Compliance with the provisions of Government Code Sections 1029 and 1031 are also required.

**11.2** Pursuant to California Penal Code Section 830.32(c), the title Campus Safety Officer is changed to Campus Police Officer. A new classification titled Campus Security Officer will be added to augment the existing force structure.

**11.3** Current bargaining unit employees who are found not eligible for further employment as Campus Police Officers due to possessing mandatory disqualifying evidence in their personal history discovered as a result of a P.O.S.T background investigation, shall be terminated from employment.

Campus Police Officers who are found not eligible for further employment due to possessing discretionary disqualifying information in their personal history discovered as a result of a P.O.S.T. background investigation utilizing post criteria, or as a result of failing a P.O.S.T psychological examination, shall be reclassified as Campus Security Officers.

**11.3.1** Campus Security Officers do not have peace officer authority or power and will not carry firearms.

- 11.3.2** Campus Security Officers perform observe and report in-house security guard functions as specified in the job specification that is approved by the Governing Board of Trustees.
- 11.3.3** Campus Security Officers will be issued uniforms different from those issued to Campus Police Officers. The Chief shall have discretion to determine the standard uniform issue for Campus Security Officers.
- 11.3.4** Campus Security Officers shall comply with and fulfill the selection and training standards established by the Bureau of Investigative Services (BSIS), California Department of Consumer Affairs and the District, in accordance with Education Code §72330.5.
- 11.3.5** Campus Security Officers shall, as a condition of employment, satisfy the requirements of Education Code §72330.5(d).
- 11.4** Employees that are reclassified as Campus Security Officers will remain at their current salary range and benefit schedule for a period of three years from the date of reclassification. At the end of three years, they will be placed on the Campus Security Officer salary schedule, Step 6. Once reclassified, they will not receive further longevity pay or step and column increases under the current or future Campus Police Officer District Salary Schedule. They will continue to receive cost of living allowances when approved by the Governing Board of Trustees.
- 11.5** At no time will a Campus Security Officer position be hired to replace a Campus Police Officer position.
- 11.6** At no time will a Campus Security Officer be permanently or temporarily scheduled or assigned to replace a Campus Police Officer from his or her assigned duties or work shift.

## ARTICLE 12

### UNIFORMS/WEAPONS INSPECTION/RANGE TRAINING

Upon being hired, full time Police Officers shall receive five (5) new uniforms (except for shoes) and shall be issued replacement items strictly upon the Chief of Police's sole discretion.

Part-time Police Officers shall receive two (2) new uniforms upon hire (except for shoes) and shall be issued replacement items strictly upon the Chief of Police's sole discretion.

Summer uniforms authorized May 1 through October 30 or as authorized by the Chief of Police. Purchase replacement of summer uniforms will be up to two (2) sets per calendar year. The chief has the discretion of determining the uniform of the day.

The average value of issued and replacement items is \$1500 per year.

- 12.1** All Police Officers shall be subject to weekly weapons inspections by the appropriate supervisory employee.
- 12.2** Four (4) hours of training may be performed on a monthly basis scheduled at the discretion of the Chief of Police or his/her designee.
- 12.3** Firearms requalifications shall be successfully completed at least monthly scheduled at the discretion of the Chief of Police. The District will make efforts to schedule firearms requalifications during regularly scheduled work hours. In the event that a requalification occurs outside regularly scheduled work hours, the District will compensate the bargaining unit member with overtime in accordance with the Fair Labor Standards Act.
- 12.4** A Police Officer may be permitted to carry a backup weapon based upon case-by-case discretionary approval of the Chief of Police. The Chief of Police shall only deny a request by a Police Officer to carry a backup weapon based upon a legitimate reason. If a Police Officer is authorized to carry a backup weapon, the Officer will qualify with the backup weapon upon initial approval and every January as long as the backup weapon is carried in a backup capacity at any time during the year. The holster worn by the Police Officer for the backup weapon must also be approved by the Chief of Police. Ankle holsters will not be allowed. The Police Officer shall independently bear all costs related to an approved backup weapon and holster.

## ARTICLE 13

### LEAVES

**13.1 Bereavement Leave:** Employee shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be granted for a period of three (3) days, and five (5) days if travel exceeds 200 miles one way within the State of California, or five (5) days if travel is outside the State of California. The immediate family is defined as mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the employee, former spouse, or any relative living in the immediate household of the employee.

**13.1.1** Personal Necessity Leave can be used to extend bereavement leave.

**13.2 Jury Duty:** An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee the difference, if any, between the amount received from jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Any day during which any employee in the bargaining unit whose regular shift commences at 11:00 a.m. or after and who is required to serve all or any part of the day on jury duty shall be relieved from work with pay.

**13.3 Military Leave:** An employee 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.

**13.4 Sick Leave:**

**13.4.1 Leave of Absence for Illness or Injury:** An employee, employed five (5) days a week shall be granted twelve (12) days leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a fiscal year of service.

**13.4.2** Any full time bargaining unit member employed for less than a full fiscal year at the time of granting sick leave, shall be entitled to a pro-rata share of sick leave accrued based upon the proportion of the fiscal year the employee works.

- 13.4.3** An employee employed less than five (5) days per week shall be entitled to a pro-rata share of sick leave based upon the proportion of a full week the employee is permanently scheduled.
- 13.4.4** Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.
- 13.4.5** At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each employee. 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.

If employee resigns, retires or terminates, or upon the conclusion of employment, unaccrued sick leave which has been taken shall be reimbursed to the District by deduction from the employee's final pay check. If the final paycheck is not sufficient, a repayment schedule shall be agreed to between the employee and the District.

- 13.4.6** Pregnancies and disabilities arising out of pregnancies shall be considered as an illness for the purposes of utilizing sick leave.
- 13.4.7** If an employee does not take the full amount of sick leave allowed in any year under this Section, the amount not taken shall be accumulated from year to year.
- 13.4.8** Any accrued sick leave credit earned by an employee but unused on the date of retirement shall be converted to retirement credit in accordance with the applicable PERS Rules and Regulations.
- 13.4.9** Accumulated sick leave up to seven (7) days maybe used in any fiscal year by the employee in cases of personal necessity, including any of the following:
  - 13.4.9.1** Death of a member of his/her immediate family when additional leave is required beyond that provided in Article 13, Section 13.1 (Bereavement Leave).
  - 13.4.9.2** Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.

**13.4.9.3** Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

**13.4.9.4** Such other reasons which cannot be resolved before or after the employee's working hours, is serious in nature, cannot be disregarded, and which requires the employee's immediate attention.

**13.4.9.5** Notification of personal necessity leave shall be made at least two (2) days in advance to the employee's immediate supervisor. If two (2) days advance notice cannot be given, it shall be given as soon as possible.

**13.4.9.6** Personal Necessity Leave shall not be used for convenience, social events, political activities, job actions, or occupational investigations except as provided in Section 18.10.2 relating to layoffs.

**13.4.10** A medical statement will be required when an employee is absent for longer than five (5) consecutive working days. The Board of Trustees designees limited to Chancellor, Acting Chancellor, or Director of Human Resources may require a statement from a physician at any time regardless of the duration of the absence.

**13.5 Industrial Accident and Illness Leave:** In addition to any other benefits that an employee may be entitled to under the Worker's Compensation laws of the State of California, employees shall be entitled to the following benefits:

**13.5.1** An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one (1) fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

**13.5.1.1** An employee suffering serious bodily injury during the performance of his/her duties as a result of a willful and unlawful use of force or violence by another necessitating absence from his/her duties and responsibilities shall be entitled to leave of up to one hundred twenty (120) working days in any one fiscal year for that injury. This leave shall not be accumulated from year to year, and if this leave overlaps the fiscal year, the employee shall be entitled to only that amount of leave remaining at the end of the fiscal year in which the injury or illness occurred. This leave is intended to provide an additional 60 days of paid leave beyond benefits provided in Section 13.5.1 as a result of an employee suffering a work related serious bodily injury as a result of a willful and unlawful use of force or violence against a bargaining unit member.

**13.5.2** Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of the State of California, exceed the normal wage for the day.

**13.5.3** 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 may then be used. If however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of the State of California at the time of the exhaustion of benefits under this Section, he/she shall be entitled to use only so much of his/her 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.

**13.5.4 Remain in State During Industrial Accident or Illness Leave:** Any employee receiving benefits as a result of an industrial accident or illness shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.

**13.6 Entitlement to Other Sick Leave:** Each employee in the bargaining unit shall once a year be credited with a total of 100 days sick leave in addition to the sick leave provided under Section 13.4.1 of this Article. Each day of sick leave provided by this Section shall be compensated at the rate of fifty (50) percent of the employee's regular salary. The paid sick leave provided for under this Section shall be in addition to any other paid leave provided for in this Article and shall be used after the exhaustion of the leaves provided in Sections 13.4. The leave in this Section shall not be accumulative.

**13.6.1** For employees newly hired on or after July 1, 2000, entitlement to other sick leave under Section 13.6 shall be paid in addition to any other paid leave provided in this Article and shall run concurrently with any other paid leaves provided in this Article. The leave in this section shall not be accumulative.

**13.7 Reemployment List:** When all available paid leaves of absence have been exhausted and if the employee is not medically able to assume the duties of the person's position, the person shall be placed on a re-employment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with seniority.

An employee who has been placed on a reemployment list, who has been medically released for return to duty, and who fails to accept the offer to return to a vacant position, shall be deemed to have resigned his/her employment.

**13.8 Parental Leave:** An employee who is the natural or adoptive parent of a child may be entitled to an unpaid leave of absence for up to six (6) months for the purpose of rearing his/her child within one year of the birth or adoption. This leave shall run concurrently with and shall not be in addition to any leave which may be available under state or federal law for the same purpose. Any right to have health benefit premiums paid by the District pursuant to law shall be limited to a maximum of twelve (12) weeks in any twelve (12) month period. A written, signed request by the employee for the leave, specifying the beginning and ending dates of the period of the leave, shall be submitted to the District not less than twenty (20) working days before the commencement date of the leave. If a change in the length of the leave becomes necessary after the date the request has been approved, the change shall only affect the date the employee intends to return to active service. A written, signed statement shall be submitted to the District not less than ten (10) working days before the date the leave is to terminate.

In the event a female employee suffers a disability caused by pregnancy or child-birth at a time during which she is not on parental leave, she may submit a request for sick leave and related benefits as are allowed for other temporary disabilities. The request will be considered upon the basis of written statements contained in a supporting report signed by her physician specifying the approximate length of time the physician believes the employee will be disabled from the pregnancy, birth, and/or related complications.

Return rights of employees taking parental leave shall be consistent with state or federal family leave laws where applicable. For parental leaves of less than six months but in excess of any statutory entitlement, the employee shall be entitled to return to the same classification (but not necessarily to the same position as the employee served in) immediately prior to the leave, unless the position or

classification has been discontinued and the employee has been served notice under the layoff provisions of the California Education Code. Employees who do not return at the end of the authorized leave are subject to disciplinary action which may include dismissal.

**13.9** General Leaves: An employee shall have the right to apply for a paid or unpaid leave of absence at any time upon any terms acceptable to the District and an employee.

**13.9.1** Any employee in the bargaining unit on general leave shall continue to receive their current medical, dental, vision, life and long-term disability insurance benefits for the first three (3) months. After this period, they shall have the option of continuing medical and/or other insurance coverage under the District's plan at their own expense.

**13.10 Convenience Leave:**

**13.10.1** Employees in paid status throughout the fiscal year not utilizing any sick leave during the fiscal year shall be entitled to two (2) days of non-cumulative paid convenience leave which must be taken by the employee in the following fiscal year.

**13.10.2** Employees in paid status throughout the fiscal year utilizing no more than two (2) sick leave days during the fiscal year shall be entitled to one (1) day of non-cumulative paid convenience leave which must be taken by the employee in the following fiscal year.

**13.10.3** The convenience leave authorized by the section shall be scheduled subject to the mutual agreement of the supervisor and the employee. Scheduling shall take into consideration other employees' leaves and vacations. Employees shall be entitled to take convenience leave pursuant to Section 13.10 during the fiscal year immediately following the fiscal year in which the convenience leave was earned. It is agreed and understood that this convenience leave does not constitute a form of salary and will not result in any monetary liability to the District or payment to the employee.

**13.10.4 Convenience Leave Table:**

<u>Sick Time Used in One Year</u>	<u>Convenience Leave Earned for the following year</u>
None	Two (2) days
Two (2) days or less	One (1) day

## ARTICLE 14

### TRANSFERS AND REASSIGNMENT

- 14.1 Lateral Transfer Within Current Classification:** An employee may request a lateral transfer to an open position within the employee's current classification at any location within the District. Any such transfer is subject to the mutual consent of both Police Chiefs of the Police Departments of the Saddleback and Irvine Valley campuses, as well as the Executive Director of Human Resources & Employer/Employee Relations or designee.
- 14.2 Open Position:** When a bargaining unit position has not been filled through a lateral transfer under section 14.1, or if a vacancy has been created through a lateral transfer, then the open position shall be posted internally at appropriate work locations for not less than ten (10) working days, as well as advertised externally. Any employee in the bargaining unit may apply for the position by filing an appropriate District approved application with the Office of Human Resources within the time limits specified. All qualified bargaining unit members who apply shall be interviewed.
- 14.3 Notice Contents:** The vacancy announcements for purposes of Section 14.2 shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned work location, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.
- 14.4 Medical Transfers:** The District shall give alternate work within the same bargaining unit for which the employee is qualified when the same is available to an employee who has become medically unable to satisfactorily perform his/her regular duties. The Director of Human Resources, or his/her designee, and the employee shall meet following a request from the employee to determine whether there is work for which the employee is qualified and is physically able to perform after an employee has become medically unable to satisfactorily perform his/her regular duties. The alternate work may constitute promotion, demotion, or lateral transfer. It is recognized that one (1) or more meetings may need to take place. The opportunity for alternate work shall be made available for a period of up to one (1) year after the employee is medically unable to satisfactorily perform his/her regular duties. If the employee declines alternate work, the District shall have satisfied all of its obligations with regard to alternate work.
- 14.5 Americans with Disabilities Act:** Each request for reasonable accommodation under the Americans with Disabilities Act ("ADA") by a bargaining unit member shall be referred to the District and POA for examination on an individual basis.

## **14.6 District Initiated Transfer:**

**14.6.1 Temporary Transfer:** In the event an employee is temporarily assigned to work in a work location other than the employee's normal work site for a period in excess of five (5) working days, the employee shall be granted, upon written request, the opportunity for a personal conference with the employee's current immediate supervisor and/or a representative from the Office of Human Resources. A temporary transfer in excess of twenty (20) working days shall be processed in accordance with section 14.6.2.

**14.6.2 District Initiated Transfer:** Employees may be transferred for non-disciplinary reasons under this Article when it is in the best interest of the District. Transfer is a movement from one (1) location or operating unit to another within South Orange County Community College District and within the employee's same classification. The District agrees that it shall consider voluntary transfers prior to requiring an involuntary transfer. The District shall not be arbitrary, capricious, or discriminatory in the application of District initiated transfers. Except unusual circumstances as determined by the Chief of Police the District shall give fifteen (15) working days notice to affected employees before initiating a District transfer. By mutual agreement between the District and the employee, notice time can be less than fifteen (15) working days. The employee shall be granted, upon written request, the opportunity for a personal conference with the employee's current immediate supervisor and/or a representative from the Office of Human Resources.

## **14.7 Reversion Rights:**

**14.7.1** An employee who is promoted and fails to complete the required probationary period of one (1) year shall be returned to the classification in which the employee held permanency immediately prior to the promotion. To be eligible: 1) there must be an available, vacant position in the employee's prior classification; or 2) the employee must have greater seniority than the least senior employee serving in that classification. A position is not available and vacant when the position is not being filled due to a hiring freeze.

**14.7.2** In the event the returning employee cannot displace an employee in the classification immediately held prior to promotion, the returning employee may displace the least senior employee of the next previously held classification as per section 14.7.1.

- 14.7.3** Any employee displaced as a result of the application of this Article shall be entitled to the displacement provisions of sections 14.7.1 and 14.7.2. It is recognized that this process of bumping may ultimately result in the layoff of an employee. Any such layoff shall be processed in accordance with the provisions of Article 18 of this Agreement.
- 14.7.4** Promoted employees who return to their former or other classifications shall be credited with the time earned in the promoted classification to the position held immediately prior to promotion.
- 14.7.5** Promoted employees who have completed the initial probationary period in any classification shall retain all rights, benefits and burdens of a permanent employee as to any classification in which permanency has been obtained.

## **ARTICLE 15**

### **GRIEVANCE PROCEDURE**

#### **15.1 General Conditions:**

**15.1.1** A grievance is defined as a complaint by one (1) or more bargaining unit members or the POA on behalf of one (1) or more bargaining unit members involving the interpretation, application, or alleged violation of this Agreement, District policy, rule, regulation, or practice which violates this Agreement.

**15.1.2** A grievant is one (1) or more member(s) of the bargaining unit or the POA on behalf of one (1) or more bargaining unit members that has filed a grievance.

**15.1.3** It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level. It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.

**15.1.4** The grievant must present the grievance in writing on the “Classified Statement of Grievance” form, beginning with the Formal Resolution, Step One (Section 15.2.2). All grievances must be timely filed. Time limits may be extended only by mutual agreement of both parties confirmed in writing. If the Association is a party to either a Group Grievance or Policy Grievance (see section 15.4 - 15.5), the grievance will identify as many affected employees or classes of employees as possible. All grievances shall contain a clear and concise statement of the grievance, the circumstances involved, the affected employee (s) and the specific remedy(ies) sought. The statement shall be sufficiently specific to enable the District to determine the application of the remedy sought to the affected employees.

#### **15.2 Procedure:** Grievances shall be handled in the following manner:

**15.2.1** Within thirty (30) calendar days after the occurrence of the act or omission giving rise to the grievance, the grievant shall attempt to resolve the grievance by an informal meeting with the immediate supervisor. If the immediate supervisor and the grievant reach agreement, the informal conference and the agreement is not activated by the parties, and the thirty (30) days stated above shall be reinstated. At the informal grievance meeting both parties shall sign and date a written statement to the effect that informal grievance meeting was held and its resolution if resolved.

**15.2.2 Step One - Formal Resolution:** In the event the grievance is not resolved at the informal level, the aggrieved employee shall present the grievance directly to the employee's immediate supervisor in writing within ten (10) working days of the informal meeting with a copy of the grievance to the Director of Human Resources or designee. Within ten (10) working days after receipt of the grievance, the immediate supervisor shall hold a meeting at which the grievant shall be present to discuss and seek to resolve the grievance. If the grievance is not satisfactorily adjusted after the meeting, the immediate supervisor, within ten (10) working days after the meeting, shall reduce to writing his/her response to the grievance.

**15.2.3 Step Two:** If the grievance is not satisfactorily adjusted by employee's immediate supervisor, or if the employee's immediate supervisor fails to respond in accordance with Step One, the grievant shall submit the grievance in writing to the College President or the President's designee with respect to a grievance arising at the College, or the Director of Human Resources, or the designee with respect to a grievance arising at the District level, within ten (10) working days of the response from the immediate supervisor or if the immediate supervisor fails to respond in accordance with Step One. Within ten (10) working days after receipt of the grievance at Step Two, the appropriate administrator shall hold a meeting at which the grievant shall be present to discuss and seek to resolve the grievance. The grievant and the Site Representative shall be notified in writing of the response to Step Two within ten (10) working days after the meeting. The President's designee shall not be any person who has previously addressed the grievance at any of the previous levels.

**15.2.4 Step Three:** If the grievance is not satisfactorily adjusted at Step Two or if the procedures called for at Step Two are not followed, the grievant shall submit the grievance in writing to the Chancellor or Chancellor's designee within ten (10) working days of the receipt of the response at Step Two or if the time periods called for in Step Two have passed. Within ten (10) working days of receipt of the grievance at Step Three, the Chancellor or Chancellor's designee will meet with the grievant in an attempt to resolve the grievance. Within ten (10) working days after this meeting, the Chancellor or Chancellor's designee shall deliver to the grievant and the Site Representative the response to the grievance. The Chancellor's designee shall not be any person who has previously addressed the grievance at any of the previous levels.

**15.2.5 Step Four:** If the grievance is not satisfactorily adjusted at Step 3, or if the procedures called for are not followed, the Grievant may submit the grievance in writing to the Vice Chancellor, Human Resources to then commence advisory arbitration. The District shall within 10 working days request a panel of 7 names from the California State Mediation and Conciliation Service. The parties shall select an arbitrator by the alternate striking method. The fees and expenses of the arbitration shall be paid

equally by the parties. The loser of the grievance shall however pay the arbitrator's fees. Either party shall bear the expense of the presentation of its own case. The Arbitrator's decision shall be advisory to the Board. Any of the time limits set forth in this Article may be extended by mutual agreement of the parties. No party to a grievance shall be in any way discriminated against or receive any reprisals for utilizing this grievance procedure.

- 15.3 Grievance Witnesses:** The District shall make available for testimony in connection with the grievance procedure a District employee whose appearance is requested by the grievant or POA.
- 15.4 Group Grievances:** If the grievance involves employees with different immediate supervisors, the grievance may be filed at Step Two.
- 15.5 Employee-Process Grievance:** An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of POA as long as the adjustment is not inconsistent with the terms of this Agreement. POA shall be provided a copy of any grievances filed by employees directly and any responses by the District. Prior to any resolution of any grievance, POA shall be provided with a copy of the proposed resolution for review. POA shall be given ten (10) days to file a written response to the proposed resolution. Any disagreement concerning whether the settlement is inconsistent with the terms of this Agreement shall be subject to the grievance procedure.
- 15.6 Grievance Processing:** The grievant and the POA Site Representative shall be entitled to process a grievance with no loss of pay or benefits.
- 15.7 Separate Grievance File:** All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file, which file shall be available for inspection only by the employee, the POA Site Representative upon permission by the grievant and those management, supervisory, and confidential employees directly involved in the grievance procedure.
- 15.8 Purpose:** The District recognizes the need and affirms the right of POA to designate Site Representatives from among employees in the unit. It is agreed that POA in appointing such representatives does so for the purpose of promoting an effective relationship between the District and employees by helping to settle problems at the lowest level of supervision.
- 15.9 Duties and Responsibilities of Site Representatives:** The grievant shall have the right to have his/her Site Representative present at any step of this grievance procedure. The following shall be understood to constitute the duties and responsibilities of Site Representatives.

- 15.9.1** After notifying his/her immediate Supervisor, a Site Representative may assist in investigation, preparation, writing, and presentation of grievances. The Site Representative shall advise the Supervisor of the grievant of his/her presence. The Site Representative is permitted to discuss any problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure.
- 15.9.2** A Site Representative may accompany a CAL-OSHA representative conducting an on-site walk-around safety inspection of any area, department, division, or other subdivision in fulfillment of the Site Representative's responsibilities.
- 15.10 POA Staff Assistance:** Site Representatives shall at any time be entitled to seek and obtain assistance from POA staff personnel.

## ARTICLE 16

### SAFETY

- 16.1 Safety Committee:** A District Safety Committee shall include at least one (1) member appointed by POA. This committee shall review health, safety, sanitation and working conditions. This committee should meet not less than every three (3) months and make recommendations to the District concerning improvements in health, safety, sanitation and working conditions.
- 16.2** The District and POA shall establish a Police Department Safety Committee that will meet quarterly to discuss any outstanding Police Officer safety issues.
- 16.3 No Discrimination:** No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of good safety practices.

## ARTICLE 17

### DISCIPLINARY ACTIONS

**17.1 Disciplinary Action:** Discipline shall be imposed on employees of the bargaining unit for the following reasons.

**17.1.1** Incompetency.

**17.1.2** Inefficiency.

**17.1.3** Insubordination.

**17.1.4** Inattention to or dereliction of duty.

**17.1.5** Dishonesty.

**17.1.6** Immoral conduct.

**17.1.7** Discourteous treatment of public or District employees.

**17.1.8** Any willful failure of good conduct that tends to injure the public service.

**17.1.9** Any willful or persistent violation of the provisions of this Agreement.

**17.1.10** Engaging in a political activity during assigned working hours by the employees.

**17.1.11** Repeated unreported, and/or unauthorized absence or tardiness.

**17.1.12** Unexcused repeated and persistent absences that result in the disruption and loss in efficiency in the operating unit.

**17.1.13** The use of fraud, deception, or misrepresentation of material facts in obtaining an appointment or a place on the eligibility list.

**17.1.14** Conviction of a sex offense as defined in Education Code Section 87010 or a narcotic offense as defined in Education Code Section 87011.

**17.1.15** Receipt of citizen complaints wherein it is determined the bargaining unit member is culpable of misconduct as a result of an Internal Affairs Investigation.

**17.1.16** Finding of violation of Department or District rules and regulations as a result of an Internal Affairs Investigation.

**17.1.17** For other good and sufficient cause as determined by the Chief of Police.

- 17.2 Timeliness:** The District shall not initiate any disciplinary action for any cause alleged to have arisen prior to the employee becoming permanent nor for any cause alleged to have arisen more than two (2) years preceding the date that the District takes disciplinary action, unless such cause was concealed or not disclosed by the employee.
- 17.3 Suspension:** Employees may be suspended prior to the Board of Trustees' final decision following a hearing before the Chancellor or designee. The employee may be suspended without pay following the hearing only if the employee's presence at work could prove injurious or harmful to the District. If, after a hearing, the suspension is upheld, the Board of Trustees shall determine whether the suspension is with or without pay. However, employees criminally charged with an offense enumerated in Education Code section 88123 shall be suspended in accordance with the procedures set forth in Education Code Section 88123.
- 17.4 Disciplinary Procedure:** When the District seeks the imposition of any disciplinary action, notice of such discipline shall be made in writing and served in person or by certified mail upon the employee by the Chancellor or designee. The notice shall contain (1) a statement of the specific acts or omissions upon which the disciplinary action is based, (2) a statement of the cause for which disciplinary action is taken, (3) the Education Code, policy, rule, or regulation violation, (4) the penalty proposed, (5) copies of the documentary evidence upon which the disciplinary action is based, and (6) a statement of the employee's right to appeal the proposed disciplinary action to the Board of Trustees by filing a written request for hearing with the Office of the Chancellor within fourteen (14) calendar days from postmark of the District's Statement of Charges.
- 17.5** The costs of the disciplinary appeal shall be allocated in accordance with the provisions of 15.2.5 of the Agreement.
- 17.6 Decision by the Board of Trustees:** The decision by the Board of Trustees shall be final.

## ARTICLE 18

### LAYOFF AND REEMPLOYMENT PROCEDURES

**18.1 Layoff:** Layoff means termination of employment and includes any reduction in hours, days, or months of employment or assignment to a class or range lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption or employment by layoff.

**18.2 Notice of Layoff:**

**18.2.1** Upon the decision of the District's Board of Trustees to layoff a classified employee, written notice of layoff shall be sent by first class mail to the person's last known address on file in the District's Office of Human Resources or delivered in person to the affected classified employee or employees.

**18.2.2** When, as a result of the expiration of a specially funded program, classified positions are eliminated at the end of a school year, the employee or employees to be laid off at the end of such school year shall be given written notice on or before May 29, informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. If the termination date of any specially funded program, is other than the end of a school year, such notice shall be given not less than thirty (30) calendar days prior to the effective layoff date.

**18.2.3** When, as a result of a reduction or elimination of the service being performed by any department, the employee or employees to be laid off shall be given written notice of layoff not less than thirty (30) calendar days prior to the effective layoff date and shall be informed of their displacement rights, if any, and reemployment rights.

**18.2.4** Following receipt of any layoff notice, the POA President and POA Field Representative may meet with District representatives to review the notice and order to layoff.

**18.3 Order of Layoff:** Classified employees within an affected job classification shall be laid off subject to the following provisions:

**18.3.1** The order of layoff shall be by seniority as defined in this Article.

**18.3.2** Seniority shall be determined by Board approved hire date within each classification plus higher classifications. Length of service in a lower classification shall not be credited toward seniority in a higher classification. Paid service performed prior to entering into a probationary status in the classified service shall not be credited toward seniority. Time spent on the following authorized leaves of absence shall be included when computing seniority:

- Paid leaves of absence
- Leaves mandated by statute
- Required military leaves of absence

Time spent on all other leaves of absence shall not be credited toward seniority and shall be deducted from the employee's seniority for purposes of determining layoff.

**18.3.3** In the case of two (2) or more classified employees with the same seniority, the order of layoff shall be based on the following.

**18.3.3.1** Date of first paid service as a probationary employee in the District.

**18.3.3.2** By lot.

**18.4 Displacement Rights - Demotion in Lieu of Layoff and Bumping Rights:**

**18.4.1** Permanent employee laid off from the employee's present class may elect to be demoted and bump into a vacant position in the next lowest class in which the employee has greatest seniority considering his/her seniority in the lower class and any higher classes. The employee may continue to bump into vacant positions in lower classes to avoid layoff. To be considered for demotion into a lower vacant position, the employee shall be required to notify the District Office of Human Resources in writing of such election not later than ten (10) working days after receiving the notice of layoff.

**18.4.2** To be considered for bumping, which would result in the displacement of a less senior employee in the classification in which the employee subject to layoff has greater combined seniority in the lower and higher classifications, the employee shall be required to notify the District Office of Human Resources in writing of such election not later than ten (10) working days after receiving the notice of layoff.

**18.4.3** An employee who has accepted a demotion or bumping rights in lieu of layoff, has the right to be reemploy, in accordance with seniority in the former class, for an additional twenty-four (24) month period after the thirty-nine (39) month reemployment period.

**18.5 Voluntary Reductions in Assigned Time:** The District may elect, in lieu of layoff, to offer reductions in assigned time to classified employees within an affected classification. An employee who elects and receives a reduction in assigned time in lieu of layoff shall, nonetheless, be placed on the thirty-nine (39) month reemployment list, together with an additional twenty-four (24) month period, and shall be eligible to return to this former assigned time in order of seniority.

**18.6 Return to Former Classification Following Voluntary Demotion or Voluntary Reduction in Hours:** Employees taking voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, within the sixty-three (63) month time limit per paragraph 18.5 above, except that they shall be ranked in accordance with their seniority on any valid reemployment list.

**18.7 Retirement in Lieu of Layoff:**

**18.7.1** Any employee subject to being laid off or who was in fact laid off may elect to accept a service retirement from the Public Employee's Retirement System in accordance with Education Code Section 88015.

**18.7.2** The employee shall be placed on a thirty-nine (39) month reemployment list in accordance with of this Article; however, the employee shall not be eligible for reemployment during such other period of time as may be specified by pertinent Government Code Sections.

**18.7.3** The District agrees that when an offer of reemployment is made to an eligible person retired under this Article, and the District receives within ten (10) working days a written acceptance offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate his/her retired status.

**18.7.4** An employee subject to this Article who retires and is eligible for reemployment and who declines an offer of reemployment equal to that from which laid off shall be deemed to be permanently retired.

**18.7.5** Any election to retire after being placed on a reemployment list shall be retired in lieu of layoff within the meaning of this Article.

## **18.8 Reemployment:**

- 18.8.1** A classified employee who is laid off shall be placed on a thirty-nine (39) month employment list and shall have the right to apply for other positions within the District while the employee's name remains on the reemployment list. The employee shall be required to maintain his/her current address on file with the District Office of Human Resources.
- 18.8.2** If, during an employee's eligibility period for reemployment, positions become vacant within a job classification of a laid off employee or employees, the District shall notify by first class mail addressed to the last known address on file with the Office of Human Resources such employee or employees offering reemployment in order of seniority.
- 18.8.3** If the employee accepts reemployment, the employee shall report to work within ten (10) working days following notification of reemployment.
- 18.8.4** An employee who receives such notice of reemployment, but who does not accept the offer of reemployment within five (5) working days shall be deemed to have rejected the offer of reemployment. After refusal or non-response to the second consecutive offer of reemployment, the employee's name shall be removed from the thirty-nine (39) month reemployment list including all rights hereto.
- 18.8.5** A classified employee reemploy within thirty-nine (39) months after being laid off shall be fully restored to his/her position with all rights to permanent status. Seniority, benefits, or service credit shall not, however, accrue during the period of layoff.

**18.9 Seniority Roster:** The District shall maintain an updated seniority roster indicating employee's class seniority, and hire date seniority. Such rosters shall be available to POA for review.

## **18.10 Benefits to Employees Following Layoff:**

- 18.10.1** The District shall continue to pay health and welfare benefits at the current rate for all employees laid off and currently receiving benefits for ninety (90) calendar days from the date of layoff.
- 18.10.2** The District shall allow each full time employee subject to layoff who works at least six (6) hours per day with up to twenty-four (24) Hours of accrued personal necessity leave for the purpose of seeking future employment. The twenty-four (24) hours shall be in increments not exceeding four (4) hours each.

**18.10.3** Employees laid off shall be afforded “substitute” employment in any class within the District for which he/she meets minimum qualifications.

## ARTICLE 19

### SEVERABILITY

- 19.1 Savings Clause:** If during the life of this Agreement there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Any invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.
- 19.2 Replacement for Severed Provision:** In the event of suspension or invalidation of any Article or Section of this Agreement, the District and POA will meet within thirty (30) days after such determination for the purpose of arriving at satisfactory replacement for such Article or Section.
- 19.3 Rules or Regulations:** Rules, regulations, policies and practices which are in effect at the time of this Agreement that affect the wages, hours and working conditions of bargaining unit members shall not be modified without prior consultation with POA.

## ARTICLE 20

### CONCERTED ACTIVITIES

- 20.1** Apart from, and in addition to, existing legal restrictions upon work stoppages, neither bargaining unit members, POA, or its officers, officials, agents or representatives, shall incite, encourage or participate in any strike, walkout, slowdown, picketing or other work stoppage of any nature whatsoever, against the District during the life of the Agreement for any cause of dispute whatsoever, including, but not limited to, disputes which are subject to any grievance procedure, disputes concerning matters not mentioned in this Agreement, disputes with other labor organizations, persons or employers, jurisdictional disputes, or compliance with the request of other labor organizations to engage in such activity.
- 20.2** In the event that any of the occurrences prohibited by the preceding paragraph takes place, bargaining unit members POA, and its officers, agents, representatives, and responsible officials, shall immediately and publicly disavow such action as unauthorized and use all power within their authority to end or avert such action at the earliest possible time and bargaining unit members, POA and its officers, agents, representatives, and responsible officials shall not honor any picket line set up under any circumstances.
- 20.3** Any employee hereunder engaging in or assisting in any of the activities prohibited by 20.1 above shall be subject to discipline or discharge as determined by the District.

## ARTICLE 21

### NEGOTIATIONS

- 21.1 Notification and Public Notice:** If either party desires to alter or amend this Agreement, it shall, not less than one hundred and eighty (180) days prior to the termination date set forth under Length of Agreement, Article 22, provide written notice and a proposal to the other party of said desire and the nature of the amendments and cause the public notice provisions of law to be fulfilled. It is the intent of the parties to fulfill the requirements of Government Code section 3543.7.
- 21.2 Commencement of Negotiations:** Within five (5) days of satisfaction of the public notice requirement, and not later than forty-five (45) days following submission of the proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.
- 21.3 Released Time for Negotiations:** POA shall have the right to designate three (3) employees, who shall be given reasonable released time to participate in negotiations.
- 21.4 Agreement of Parties:** This Agreement contains the agreement of the parties as to all existing matters. It is agreed that the District and POA will support the terms of this Agreement during the life of this Agreement and will not seek change or improvement on any matters subject to the meet and negotiation process except by mutual agreement.

## ARTICLE 22

### LENGTH OF AGREEMENT

- 22.1 Length of Agreement:** This Agreement shall become effective upon ratification by both parties and shall continue in effect to and including June 30, 2018 and from year to year thereafter unless alteration or amendment is requested in writing in accordance with the Negotiations Article 21.
- 22.2** This Agreement constitutes the entire agreement between the parties and concludes meeting and negotiating on subjects dealing with hours of employment and other conditions of employment for the term of this Agreement. It is further understood that any part of this Agreement may be reopened for negotiation with the mutual consent of both parties.

## ARTICLE 23

### DEFINITIONS

- 23.1** “**Anniversary date**” is the date upon which an employee is granted salary step advancement earned by completion of a required period of service.
- 23.2** “**Classification**” is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.
- 23.3** “**Classification description**” is the description of the duties, responsibilities, minimum qualifications, and authority of positions in a class.
- 23.4** “**Demotion**” is a change in assignment of an employee from a position in one classification to a position in another classification that is allocated to a lower maximum salary rate.
- 23.5** “**Differential**” is a salary allowance in addition to the basic rate or schedule based upon hours of employment.
- 23.6** “**Fiscal year**” is July 1 through June 30.
- 23.7** “**Health and Welfare Benefits**” means any form of insurance or similar benefit programs, which may include but not be limited to, medical, hospitalization, surgical, prescription drug, dental, optical, psychiatric, life, or long-term disability.
- 23.8** “**Hire date**” is the date of first paid service as a regular classified employee.
- 23.9** “**Incumbent**” is an employee assigned to a position and who is currently serving in or on leave from the position.
- 23.10** “**Industrial accident or illness**” is an injury or illness arising out of or in the course of employment in the District.
- 23.11** “**Longevity**” is years of service with the District regardless of change in position.
- 23.12** “**Notice**” means whenever notice is required under this Agreement, and no form of notice is otherwise designed, notice to the District shall be personal delivery to the Office of the Chancellor and notice to POA shall be written notice delivered to the President of the local chapter.
- 23.13** “**Permanent employee**” is a regular employee who successfully completes an initial probationary period, which shall not exceed twelve (12) work months of service beyond the initial date of employment.
- 23.14** “**Probationary employee**” is a regular employee who will become permanent

upon completion of a prescribed probationary period.

- 23.15 “Promotion”** is a change in the assignment of an employee from a position in one classification to a vacant position in another classification with a higher maximum salary rate.
- 23.16 “Reallocation”** is a movement of an entire classification from one salary range or rate to another salary range or rate.
- 23.17 “Reclassification”** is the upgrading of a position to a higher classification as a result of the increase of duties and/or responsibilities being performed by the incumbent in such position.
- 23.18 “Safety conditions of employment”** means any work-related condition affecting the health, safety, or welfare of the employee.
- 23.19 “Salary rate”** is a specific amount of money paid for a specific period of service.
- 23.20 “Salary schedule”** is a series of salary steps and ranges which comprise the rate of pay for all classifications.
- 23.21 “Salary step”** is one of the salary levels within the range of rates for a classification.
- 23.22 “Short-term employee”** is a person hired for a specific temporary project of limited duration which, when completed, the services of the employee shall no longer be required.
- 23.23 “Substitute employee”** is a person hired to perform the duties of a position in the temporary absence of the employee who is regularly assigned to that position.
- 23.24 “Uniforms”** means any clothing of a particular color, design, pattern, or style required to be worn by the District shall be considered a uniform.
- 23.25 “Voluntary demotion”** is a demotion agreed to in writing by the employee and the District.
- 23.26 “Working hours”** means any day the District Administrative Offices are open for business.
- 23.27 “Working day”** means any day the District Administrative Offices are open for business.
- 23.28 “Employee”** shall mean bargaining unit member.

- 23.29 “Hourly Rate”** is determined by dividing the monthly rate provided in the POA contract by 168 and the results carried to two (2) decimal places and rounded off.
- 23.30 “Location”** is defined as any internal operating unit within one of the following: Irvine Valley College, District Services, Saddleback College, and future satellite location.
- 23.31 “Seniority for Purposes of Layoff”** is based upon Board approved hire date within each employee’s classification plus higher classifications.
- 23.32 “Substitute Rate”** shall be computed at step 1 on the salary schedule.
- 23.33 “Serious Bodily Injury”** means a serious impairment of physical condition, including but not limited to, the following: loss of consciousness, concussion; bone fracture; protracted loss or impairment of functions of any bodily member or organ; a wound requiring extensive suturing; and serious disfigurement.
- 23.34 “Transfer”** is a move from an employee’s current location, operating unit, or shift to another within South Orange County Community College District within the employee’s same classification.
- 23.35 “Chief of Police”** complete title is Director, Safety and Security, Chief of Police.

**EXHIBIT A**  
**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**POLICE OFFICER SALARY SCHEDULE**

Board Approved   
Effective 7/1/15

POLICE OFFICER SALARY SCHEDULE  
 July 1, 2015 – June 30, 2016  
 6.0% Increase

<u>Classification</u>		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Range I</b>	<b>Monthly</b>	3,322	3,488	3,662	3,845	4,037	4,239
<b>Campus Security Officer</b>	<i>Annual</i>	39,864	41,856	43,944	46,140	48,444	50,868
	<i>Daily</i>	158.190	166.095	174.380	183.095	192.238	201.857
	<i>Hourly</i>	19.733	20.761	21.797	22.886	24.029	25.232
<b>Range II</b>	<b>Monthly</b>	4,753	4,991	5,241	5,503	5,778	6,067
<b>Police Officer</b>	<i>Annual</i>	57,036	59,892	62,892	66,036	69,336	72,804
<b>Police Officer – (Weekends/Holidays)</b>	<i>Daily</i>	226.333	237.666	249.571	262.047	275.142	288.904
	<i>Hourly</i>	28.291	29.708	31.196	32.755	34.392	36.113
<b>Range IV</b>	<b>Monthly</b>	5,241	5,503	5,778	6,067	6,370	6,689
<b>Police Sergeant</b>	<i>Annual</i>	62,892	66,036	69,336	72,804	76,440	80,268
	<i>Daily</i>	249.571	262.047	275.142	288.904	303.333	318.523
	<i>Hourly</i>	31.196	32.755	34.392	36.113	37.916	39.815

POLICE OFFICER SALARY SCHEDULE  
 July 1, 2016 – June 30, 2017  
 3.0% Increase

<u>Classification</u>		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Range I</b>	<b>Monthly</b>	3,422	3,593	3,773	3,962	4,160	4,368
<b>Campus Security Officer</b>	<i>Annual</i>	41,064	43,116	45,276	47,544	49,920	52,416
	<i>Daily</i>	162.952	171.095	179.666	188.666	198.095	208.000
	<i>Hourly</i>	20.369	21.386	22.458	23.583	24.761	26.000
<b>Range II</b>	<b>Monthly</b>	4,896	5,141	5,398	5,668	5,951	6,249
<b>Police Officer</b>	<i>Annual</i>	58,752	61,692	64,776	68,016	71,412	74,988
<b>Police Officer – (Weekends/Holidays)</b>	<i>Daily</i>	233.142	244.809	257.047	269.904	283.380	297.571
	<i>Hourly</i>	29.142	30.601	32.13	33.738	35.422	37.196
<b>Range IV</b>	<b>Monthly</b>	5,398	5,668	5,951	6,249	6,561	6,889
<b>Police Sergeant</b>	<i>Annual</i>	64,776	68,016	71,412	74,988	78,732	82,668
	<i>Daily</i>	257.047	269.904	283.380	297.571	312.428	328.047
	<i>Hourly</i>	32.130	33.738	35.422	37.196	39.053	41.005

POLICE OFFICER SALARY SCHEDULE  
 July 1, 2017 – June 30, 2018  
 3.0% Increase

<u>Classification</u>		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Range I</b>	<b>Monthly</b>	3,525	3,701	3,886	4,080	4,284	4,498
<b>Campus Security Officer</b>	<i>Annual</i>	42,300	44,412	46,632	48,960	51,408	53,976
	<i>Daily</i>	167.857	176.238	185.047	194.285	204.000	214.190
	<i>Hourly</i>	20.982	22.029	23.130	24.285	25.500	26.773
<b>Range II</b>	<b>Monthly</b>	5,043	5,295	5,560	5,838	6,130	6,437
<b>Police Officer</b>	<i>Annual</i>	60,516	63,540	66,720	70,056	73,560	77,244
<b>Police Officer – (Weekends/Holidays)</b>	<i>Daily</i>	240.142	252.142	264.761	278.000	291.904	306.523
	<i>Hourly</i>	30.017	31.517	33.095	34.75	36.488	38.315
<b>Range IV</b>	<b>Monthly</b>	5,560	5,838	6,130	6,437	6,759	7,097
<b>Police Sergeant</b>	<i>Annual</i>	66,720	70,056	73,560	77,244	81,108	85,164
	<i>Daily</i>	264.761	278.000	291.904	306.523	321.857	337.952
	<i>Hourly</i>	33.095	34.750	36.488	38.315	40.232	42.244

## **EXHIBIT B**

### **CAMPUS SECURITY OFFICER – Range 1**

#### DEFINITION

Campus Security Officers receive general supervision from the Director of Safety and Security/Chief of Police, and/or Assistant Director of Safety and Security/Deputy Chief of Police. They provide for the physical security of district property and the personal protection of students, faculty, staff, and visitors, by implementing and enforcing district policies, rules and regulations, and crime prevention and awareness strategies.

#### EXAMPLE OF DUTIES

Performs foot and vehicular patrols of the entire campus; offers assistance and aid to any person in need of help; checks buildings and grounds regularly for security and safety compliance; coordinates with campus police and external emergency services agencies for assistance when required; maintains an accurate daily log of performed duties and relevant observations; communicates with superiors and peers as soon as possible after observing an incident; observes, reports, and preserves evidence of crimes and incidents or problems; operates district vehicles in a safe and conscientious manner; and performs related duties as required and directed.

#### LICENSE AND CERTIFICATIONS REQUIRED

- Possession of valid and appropriate California Driver's License.
- Possession of current P.C. 832 certification or ability to successfully complete P.C. 832 training within one year after hire.
- Possession of current school security officer training certificate pursuant to California Education Code Section 72330.5 and Business and Profession Code Section 7583.45, as provided by the Bureau of Security and Investigative Services of the California Department of Consumer Affairs, or ability to successfully complete said training within one year after hire.
- Valid and current basic first aid and CPR certification.

#### MINIMUM QUALIFICATIONS

##### Knowledge of:

- California criminal law and safety statutes.
- Common fire and safety hazards and related equipment.
- Techniques and procedures applicable to theft and loss prevention and reporting.
- Traffic and parking control.
- Appropriate safety and security precautions and emergency procedures.

Ability to:

- Interrelate and deal effectively with diverse campus groups and individuals under routine and stressful conditions.
- Learn and correctly interpret district and college rules, regulations, and policies.
- Communicate effectively, both orally and in writing.
- Write clear, concise, and comprehensive reports.
- Effectively use and maintain issued equipment.
- Operate a vehicle observing legal and defensive driving practices.
- Understand and effectively carry out oral and written instructions.
- Establish and maintain effective relationships with students, faculty, staff, law enforcement personnel and the community in general.

EDUCATION AND EXPERIENCE

Individuals possessing the knowledge, skills, abilities, and licenses and certifications listed above are considered to possess the necessary education and experience. Prior successful experience in the security or law enforcement fields is desirable.

PHYSICAL DEMANDS AND WORKING CONDITIONS

Strength: Sustained posture or intense attentiveness for prolonged periods. At least half of the workweek requires exposure to sensory extremes. Light lifting, carrying and/or pushing objects weighing less than 30 pounds. Willing to work any of three shifts with irregular days off.

## **EXHIBIT C**

### **POLICE OFFICER – Range 2**

#### DEFINITION

To perform a variety of law enforcement and security related duties to ensure the safety of students, faculty, staff and visitors, and the security of college property and facilities.

#### SUPERVISION RECEIVED AN EXERCISED

Receives direction from the Director of Safety and Security/Chief of Police or the Assistant Director of Safety and Security/Deputy Chief of Police.

#### EXAMPLES OF DUTIES – Duties may include, but are not limited to, the following:

Patrol assigned area on foot or in a vehicle; issue verbal or written citations for violations observed; enforce parking and related traffic ordinances.

Patrol buildings, classrooms and restrooms; secure doors, turn out lights and check windows; frequently monitor high security areas; check electrical panels, monitors storage areas; guard against theft and vandalism.

Check mechanical equipment including alarm systems and report operating failures.

Keep daily activity log; fill out appropriate forms and reports; alert fellow officers of unusual or suspicious occurrences.

Provide security to all persons during a power failure, earthquake, fire, bomb threat or other mishaps; direct building evacuations; provide crowd control; assist persons stuck in elevators.

Assist the public by providing directions and responding to questions and inquiries; direct traffic at peak traffic times; provide vehicle jump-starts and openings.

Pick up and return lost and found items; search for lost adults or children.

Collect parking lot meter money and deliver to the business office.

Intervene and mediate in disturbances and disputes.

Perform related duties as assigned.

## WORK ENVIRONMENT AND PHYSICAL DEMANDS

The work environment and physical demands described here are representative of those required by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### Work Environment

At least half of each week requires exposure to sensory extremes. Several times weekly, exposure to chance of injury or loss of life, which can be substantially controlled by use of significant safety precautions.

### Physical Demands

Sustained posture or intense attentiveness for prolonged periods. Light lifting (less than 30 lbs.), some walking, pushing, pulling, on a regular basis.

## QUALIFICATIONS

### Knowledge of:

Principles, practices, methods and procedures of law enforcement and traffic control.

Pertinent Federal, State and local laws, codes, and regulations.

Appropriate responses for emergency situations.

Use and care of firearms.

Basic first aid and CPR.

### Ability to:

Interpret and apply Federal, State and local policies, procedures, laws and regulations.

Administer procedures related to safety and security.

Work independently in the absence of supervision.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain cooperative working relationships with those contacted in the course of work.

## Experience and Training Guidelines

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

### Experience:

Two years of law enforcement or security experience.

### Training:

Equivalent to an Associate of Arts degree with major training in law enforcement, security or a related field.

### License or Certificate

Possess current P.O.S.T. academy certification (basic officer training) approved by the California Peace Officers Standards and Training Commission (POST); possession of a valid California driver's license, and a current and valid First Aid/CPR Certificate.

### Medical/Psychological Testing and Background Check

Must pass a medical and psychological test are required by Government Code Section 1031(F) and required to submit to a thorough background investigation pursuant to Government Code Section 1031 to comply with the standards established by the Commission for P.O.S.T.

## **EXHIBIT D**

### **POLICE OFFICER (WEEKENDS/HOLIDAYS) – Range 2**

#### DEFINITION

To perform a variety of law enforcement and security related duties to ensure the safety of students, faculty, staff and visitors, and the security of college property and facilities.

#### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Director of Safety and Security/Chief of Police or the Assistant Director of Safety and Security/Deputy Chief of Police.

#### EXAMPLES OF DUTIES - Duties may include, but are not limited to, the following:

Patrol assigned area on foot or in a vehicle; issue verbal or written citations for violations observed; enforce parking and related traffic ordinances.

Patrol buildings, classrooms and restrooms; secure doors, turn out lights and check windows; frequently monitor high security areas; check electrical panels, monitors storage areas; guard against theft and vandalism.

Check mechanical equipment including alarm systems and report operating failures.

Keep daily activity log; fill out appropriate forms and reports; alert fellow officers of unusual or suspicious occurrences.

Provide security to all persons during a power failure, earthquake, fire, bomb threat or other mishaps; direct building evacuations; provide crowd control; assist persons stuck in elevators.

Assist the public by providing directions and responding to questions and inquiries; direct traffic at peak traffic times; provide vehicle jump-starts and openings.

Pick up and return lost and found items; search for lost adults or children.

Collect parking lot meter money and deliver to the business office.

Intervene and mediate in disturbances and disputes.

Perform related duties as assigned.

## WORK ENVIRONMENT AND PHYSICAL DEMANDS

The work environment and physical demands described here are representative of those required by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### Work Environment

At least half of each week requires exposure to sensory extremes. Several times weekly, exposure to chance of injury or loss of life, which can be substantially controlled by use of significant safety precautions.

### Physical Demands

Sustained posture or intense attentiveness for prolonged periods. Light lifting (less than 30 lbs.), some walking, pushing, pulling, on a regular basis.

## QUALIFICATIONS

### Knowledge of:

Principles, practices, methods and procedures of law enforcement and traffic control.

Pertinent Federal, State, and local laws, codes, and regulations.

Appropriate responses for emergency situations.

Use and care of firearms.

Basic first aid and CPR.

### Ability to:

Interpret and apply Federal, State and local policies, procedures, laws and regulations.

Administer procedures related to safety and security.

Work independently in the absence of supervision.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain cooperative working relationships with those contacted in the course of work.

### Minimum Qualifications

Any combination equivalent to an Associate of Arts degree with major training in law enforcement, security or a related field, and;

Two years of law enforcement or security experience.

### License or Certificate

Possess current P.O.S.T. academy certification (basic officer training) approved by the California Peace Officers Standards and Training Commission (POST); possession of a valid California driver's license, and a current and valid First Aid/CPR Certificate.

### Medical/Psychological Testing and Background Check

Must pass a medical and psychological test are required by Government Code Section 1031(F) and required to submit to a thorough background investigation pursuant to Government Code Section 1031 to comply with the standards established by the Commission for P.O.S.T.

**EXHIBIT E**

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT POLICE  
JOB PERFORMANCE EVALUATION**

TYPE OF REVIEW

Employee	Annual <input type="checkbox"/>	Period Covered:
Classification	<input type="checkbox"/> Probation	<input type="checkbox"/> 6 month <input type="checkbox"/> 11 month
Supervisor	Specific Duty Assignment	

AS A VALUED MEMBER OF THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT POLICE

I WILL STRIVE FOR:

- Individual Honesty
- Personal Integrity
- Professionalism and Ethical Conduct
- A Strong Work Ethic
- The Willingness to Accept Personal Responsibility
- A Strong Sense of Fairness
- High Standards for Excellence in Job Performance
- A Strong Sense of Service to the District Community

I agree to adhere to and follow, to the best of my ability, the canons, principles, and regulations contained in the

**LAW ENFORCEMENT CODE OF ETHICS  
AND THE  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT POLICE  
RULES AND REGULATIONS (A. R. 4000.7)**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT POLICE JOB PERFORMANCE EVALUATION

### I. COMMUNITY ORIENTED POLICING/HUMAN RELATIONS

PERFORMANCE MEASURES	O	E	ME	NI
a. Treats all persons with respect, avoiding sarcasm and derogatory remarks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Communicates effectively with all types of people/groups	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Maintains effective working relationships with co-workers and supervisors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Exhibits sincere interest / concern for problems and viewpoints of others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Establishes contacts within the district community to foster mutual trust and respect	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Is aware of and addresses issues that lead to deterioration of trust and respect in the community	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Recognizes visible signs of disorder and takes appropriate steps to correct situations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Projects a positive, professional attitude in the daily performance of duties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS:

### II. PROBLEM SOLVING / FIELD ACTIVITIES

PERFORMANCE MEASURES	O	E	ME	NI
a. Maintains knowledge of problems and potential patterns within assigned area	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Routinely uses Crime Analysis data to analyze crime trends and patterns	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Shares information with officers assigned to their area on other shifts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Utilizes a wide variety of resources to develop strategies for problem solving	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Develops resources to deal with related problems within their assigned area	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Recognizes and utilizes enforcement as a problem solving tool	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Maintains acceptable and productive levels of field activity that impact crime levels	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Willingly provides thoughts and ideas on ways to improve security and law enforcement services to the district community	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS:

## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT POLICE JOB PERFORMANCE EVALUATION

### III. PERSONAL CHARACTERISTICS

PERFORMANCE MEASURES	O	E	ME	NI
a. Uniform appearance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Physical fitness as required for current work assignment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Knowledge of laws and relevant case decisions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Knowledge of and compliance with laws affecting schools and colleges and department rules, regulations, and procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Attendance / punctuality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Care, use, and maintenance of assigned equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Time management (response to calls / return to "in-service" status)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Decision making ability uses proper discretion and takes ownership for decisions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Communication skills (radio demeanor)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Displays enthusiasm and interest in serving the district community	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS:

### IV. CALLS FOR SERVICE/FIELD PERFORMANCE

PERFORMANCE MEASURES	O	E	ME	NI
a. Vehicle operation skills (routine calls for service)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Vehicle operation skills (emergency calls for service)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Ability to control and coordinate resources at emergency scenes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Ability to exhibit calm, tactful, deliberate demeanor at emergency scenes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Tactical abilities (safe placement of supporting officers and resources at routine and/or emergency scenes)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Demonstrates proper officer safety techniques / tactics during suspect contacts when necessary	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Exercises care and control of prisoners when necessary	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Uses productive case investigation techniques (including preservation of evidence)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Prepares clear, concise, and accurate reports for department and court use	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Uses proper grammar, spelling, and punctuation in reports as exhibited by the lack of report corrections. Writes complete reports, includes all necessary information/elements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k. Relates traffic enforcement activities to location and time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l. Gains effective and prompt control at traffic collision scenes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
m. Appropriately uses "On Duty" time for performance of expected and assigned duties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS:

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT POLICE  
JOB PERFORMANCE EVALUATION**

**OVERALL PERFORMANCE RATING FOR THIS REVIEW PERIOD**

OUTSTANDING     EXCELLENT     MEETS EXPECTATIONS     NEEDS IMPROVEMENT

**COMMENTS ON OVERALL PERFORMANCE**

**OBJECTIVES / EXPECTATIONS FOR NEXT REVIEW PERIOD**

\_\_\_\_\_  
RATERS SIGNATURE                      DATE

\_\_\_\_\_  
CHIEF OF POLICE                      DATE

\_\_\_\_\_  
EMPLOYEES SIGNATURE                      DATE

\_\_\_\_\_  
ADMINISTRATOR                      DATE

\_\_\_\_\_  
PRESIDENT                      DATE

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT POLICE  
JOB PERFORMANCE EVALUATION**

**CONTINUATION PAGE**

USE THIS PAGE FOR CONTINUATION OF "COMMENTS" OR PERFORMANCE OBJECTIVES

A "Needs Improvement" rating in any category must be explained in the "Comments" Section

## **EXHIBIT F**

### **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

#### **FITNESS FOR DUTY POLICY**

##### **PURPOSE**

The purpose of this policy is to establish consistent procedures for ordering and implementing fitness for duty evaluations of sworn personnel and other personnel involved in public safety functions. Such evaluations are necessary for the safety and welfare of the community and department personnel, and to insure compliance with California law. California Government Code Section 1031 (f) mandates that all peace officers in California “[b]e found to be free from any physical, emotional or mental condition which might adversely affect the exercise of the powers of a peace officer.”

It is not the intention of this policy to interfere with a supervisor’s ability to recommend or suggest personal counseling to a subordinate, nor is this policy intended to alter or replace confidential counseling provided by the department as a result of critical incidents. Rather, this policy is intended to provide a mechanism for the assessment of an employee’s mental, emotional and/or physical ability to perform essential functions of their position when the employee’s conduct, behavior and circumstances indicate that continued service by the employee may be a threat to public safety, the safety of other employees, the safety of the particular employee, or, may interfere with the District’s ability to deliver effective police services.

##### **PROCEDURES**

Criteria. To assist in determining the continuing emotional, mental and medical fitness of officers to carry out their essential duties as armed peace officers, and other employees whose duties affect the public safety, all supervisory employees should be alert to any indication that an employee may not be emotionally, mentally or medically fit. Such indications may include but are not limited to the following factors. The mere presence of any one factor or combination of factors may not be sufficient to order the evaluation. However, such presence should not be ignored and may lead to the ordering of an evaluation. While there is a great variety and range of acceptable behavior among employee’s dramatic or sudden changes in any particular employee’s customary behavior may increase concern.

- One or more personnel complaints after consultation with the appropriate Chief of Police, whether originated internally or externally, particularly complaints of the use of unnecessary or excessive force, inappropriate verbal conduct, or any conduct indicating an inability to exercise self control and self discipline.

- An abrupt and negative change in customary behavior, toward an inability to perform essential functions of the position.
- Irrational verbal conduct or behaviors, including delusions and hallucinations.
- Suicidal statements or behaviors, or personal expressions of mental instability.
- Unexplained and excessive tiredness or hyperactivity.
- Dramatic change in eating patterns resulting in sudden weight loss or gain, or diagnosis of a life threatening eating disorder.
- Change in behavior pattern to inattention to personal hygiene and health.
- Inappropriate use of alcohol, medications or other drugs, including symptoms of illegal drug use.
- Memory losses.
- Impatience or impulsiveness, especially with a loss of temper.
- A pattern of conduct indicating a possible inability or decrease in ability to defuse tense situations, a tendency to escalate such situations or create confrontations.
- Unexplained and inappropriate excessive lateness or absenteeism.
- Any other factor or combinations of factors that causes a supervisor to reasonably suspect that a fitness for duty evaluation may be necessary.

Reporting. Any supervisor observing circumstances indicating that the emotional, mental or physical fitness of an employee may be in question should meet with the employee, if to do so will not aggravate the situation. If the meeting does not relieve the supervisor's concerns, or no meeting is conducted, the involved supervisor shall contact the Chief of Police and prepare a written report of the circumstances if so directed.

An employee is not required to disclose a disability to a supervisor, however, a supervisor may inquire regarding the conduct, behavior or circumstances that give rise to his or her concerns. Where appropriate, a supervisor and employee may also discuss reasonable accommodations that may enable the employee to perform the essential functions of his or her position.

Relief from Duty. In aggravated circumstances, such as when an employee's conduct immediately or directly threatens safety, the Chief of Police may immediately relieve the employee of duty with pay until the matter is resolved (or until placed on immediate suspension without pay pursuant to Board Resolution), pending further evaluation. In other

cases, employees may be relieved from duty or reassigned as necessary for public safety or the efficient operation of the department, pending completion of an evaluation. Any readily accessible or department provided weapons or other department property may be seized by the supervisor and where appropriate, the employee ordered not to exercise peace officer or other official powers. Nothing in this policy is intended to prevent or limit a supervisor from taking any emergency action reasonably necessary to protect life or property. Any employee relieved of duty under this policy is subject to the same protections as set forth by the District's disciplinary procedures and applicable law.

Order for the Evaluation. The Chief or his designee may determine, in the exercise of his or her discretion and with or without additional investigation that a fitness for duty evaluation is or is not warranted. If an examination is warranted, it should be scheduled for the earliest opportunity.

The employee should receive a written order for the evaluation. Such order should include a brief description of the reasons for the evaluation.

It should also specify the date, time and place of the evaluation; the name of the psychologist and or medical doctor conducting the evaluation; a directive to cooperate with the psychologist's and/or medical doctor's and/or staff requests, and completely and honestly answer any questions posed by the psychologist medical doctor or staff; and notice that the evaluation is being conducted for use by the department. The notice shall also state that the evaluation is confidential between the employee and the evaluator to the extent required by the Confidentiality of Medical Information Act (Civil Code Section 56 et seq.), which allows the evaluator to release limited information to the department as specified below.

Selection of the Evaluator for Determining Psychological Fitness for Duty. The POA and the District agree to utilize the following list of evaluators for psychological evaluation to determine an employee's fitness for duty:

1. Gina Gallivan (District)
2. L. Scott Frazier (POA)
3. Robert Postman (POA)
4. Victoria Havassy (District)
5. Ronald Offenstein (District)

In the event one or more of the listed evaluators no longer can perform the service as an evaluator, the party submitting the evaluator's name shall submit a replacement name to the other party for inclusion on the panel. The District and the POA shall engage in the alternate striking method of determining the evaluator to be used to determine the employee's psychological fitness for duty. The District shall utilize P.O.S.T.'s 15 Job Dimensions Required of a Police Officer as criteria for the evaluator to utilize in determining psychological fitness for duty. (Attachment). The evaluator's report shall be binding on both parties.

Requirements for the Evaluator. The evaluator must meet the requirements of 1031 (f) of the Government Code. The evaluator shall be instructed by the District to release only that information permitted under this policy or otherwise permitted by law.

Limited Scope of Report. The department has a right to information that is necessary to achieve a legitimate purpose. The evaluation is ordered by and conducted for the department. It is not for the purpose of treatment but to determine fitness for duty. The limited verbal and/or written results of the evaluation will be provided to the Department as a confidential personnel record. Unless necessary for determining fitness for duty, no statement of medical cause shall be included in the report.

Exception. Where the employee has initiated a lawsuit, arbitration, grievance, worker's compensation or other claim or challenge involving his or medical history, mental or physical condition, or treatment, the report may contain information which is relevant to that action.

An employee may waive in writing any or all restrictions on the information reported to the employer.

Disposition of Report. The department shall establish appropriate procedures to protect the information from unauthorized use or disclosure. The report will be placed in a sealed envelope and retained in the employee's separate secure medical file in the Human Resources Department. The report may only be sued or disclosed in a legitimate and appropriate proceeding to the extent authorized or compelled by law or agreement.

Refusal to Cooperate. Refusal to comply with the order or any of its parts, or with reasonable requests by the evaluator shall be deemed insubordination, and shall be grounds for disciplinary action, up to and including termination. Statements made to the evaluator shall be considered compelled and may not be used in a criminal or civil proceeding against the employee.

Disposition. Depending upon the results of the evaluation and the recommendation of the evaluator, the Department may:

- Return the employee to full duty,
- Place the employee on temporary light or modified duty,
- Remove the employee from any duties pending treatment and re-evaluation,
- Conditionally allow full or modified duty on receipt of treatment,
- Institute or resume disciplinary proceedings as appropriate.

Where possible, it is always the department's intent to rehabilitate an employee and achieve a return to full duty status.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**POLICE DEPARTMENT**

**[Date]**

TO:

FROM: Chief \_\_\_\_\_

Subject: **Notice of Psychological Fitness for Duty Evaluation**

This memorandum will serve as a written order directing you to submit to a psychological Fitness for Duty Evaluation.

The reason(s) for the evaluation are:

(Summarize the behavior, circumstances, etc. and refer to any of the appropriate factors that are listed under the Procedures section of this General Order)

The evaluation is scheduled for (day, date and time) and will be held in the office of Dr. \_\_\_\_\_ . The address is \_\_\_\_\_.

You are directed to cooperate with the psychologist's and/or medical doctor's and/or staff requests and completely and honestly answer any questions posed by them. The evaluation is being conducted for use by the Department, however, the evaluation is confidential between the employee and the evaluator to the extent required by the Confidentiality of Medical Information Act (Civil Code Section 56 et seq.), which allows the evaluator to release limited information to the Department. You may authorize the evaluator to release additional information to the department.

Refusal to comply with this order or any of its parts, or with the reasonable requests of the evaluator, shall be deemed insubordination, and shall be grounds for disciplinary action, up to and including termination. Statements made to the evaluator shall be considered compelled and may not be sued in a criminal or civil proceeding against the employee.

CHIEF OF POLICE (OR DESIGNATE)

## **EXHIBIT G**

### **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

#### **ALCOHOL AND DRUG ABUSE POLICY**

##### **I. INTRODUCTION**

- A. This policy is adopted in compliance with the Drug-Free Workplace Act of 1988 (Title V, Subtitle D of Public Law 100-690) and the Drug-Free Workplace Act of 1990 (California Government Code Section 8350-8357). This Policy establishes explicit guidelines for the enforcement of the prohibition against employees bringing alcohol, illegal narcotics or other illegal habit-forming drugs onto District premises and into work areas, or appearing for an assigned work shift while under the influence of alcohol or any drug or medication which impairs his/her ability to safely and efficiently perform the required duties of the position.
- B. To maintain a safe, healthful, and productive work environment for all employees, and to eliminate substance abuse and its effect in the workplace, it is the District's duty to ensure that employees are in a condition to perform their duties safely and efficiently, in the interest of their co-workers and the public, as well as themselves. The presence of drugs on the job and the influence of controlled substances on employees during working hours are inconsistent with this objective.
- C. In recognition of the public service responsibilities entrusted to the members of the Department, and in recognition that drug abuse can hinder one's ability to perform duties safely and effectively, the following policy is adopted by the Department.

##### **II. POLICY**

- A. The South Orange County Community College District Police Department is committed to maintaining a workplace free from the influence of alcohol and drugs. The Department will act to eliminate any substance abuse as it increases the potential for accidents, absenteeism, substandard performance, poor employee morale, or the Department's reputation. Alcohol and drug abuse will not be tolerated and disciplinary action, up to and including termination, will be used as necessary to achieve this goal.
- B. In order to assure the safety, health and well-being of Department members, it is the policy of the Department that employees comply with the following requirements. Compliance with this policy shall be considered a condition of employment with the Department.

- C. Employees shall not use, possess or be under the influence of alcohol or drugs during working hours.
- D. Employees shall not unlawfully manufacture, sell, distribute, dispense, possess, or use alcohol or drugs on District property, at work, or while on duty.
- F. Employees shall not have their ability to work impaired as a result of the use of alcohol or drugs. An employee whose work is impaired for a legitimate reason, such as the use of medically medications and drugs, should contact their supervisor to arrange for whatever accommodation is needed or available.
- G. If convicted of a criminal drug violation occurring at the workplace, an employee shall notify his/her supervisor within five calendar days of the conviction pursuant to federal law.
- H. Employees may be subject to disciplinary action up to and including termination for criminal drug possession, use, manufacture, distribution or sale occurring on or off duty.
- I. The District will comply with the provisions of the Public Safety Officers Procedural Bill of Rights (Government Code Sections 3300 et seq.) when sworn police personnel are subject to investigation or discipline in connection with this policy.
- J. Employees as to whom there is a reasonable suspicion of being under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be detained for a reasonable time until he or she can be safely transported from the work site.
- K. Employees whose drug and alcohol testing results indicate a violation of this policy as a result of random testing shall be prevented from engaging in further work and shall be referred directly to the Chief of Police for appropriate disposition.
- L. Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek assistance from the District's Employee Assistance Program, where one is available, or to contact the Human Resources Director for information on rehabilitation sources. Referrals by the Human Resources Director will be handled in a confidential manner.
- M. Employees identified as violating this policy may be required to satisfactorily complete an alcohol or drug abuse assistance/rehabilitation program as a condition of continued employment. While the District is supportive of those who seek help voluntarily, the District will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help.

### III. PROCEDURE

#### A. Determination of Presence of Alcohol, Illegal Narcotics or Illegal Habit Forming Drugs.

Each supervisor is responsible for the consistent enforcement of this policy.

When a supervisor has a reasonable suspicion that an employee is under the influence of alcohol or drugs, he/she will remove the employee from the work site to an office or conference room and notify the Chief of Police. "Reasonable suspicion" is a belief based on objective and articulable facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of alcohol or drugs so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced. For example, any of the following, alone or in combination, may constitute reasonable suspicion:

- a. Bloodshot eyes
- b. Slurred speech
- c. Odor of alcoholic beverage on breath
- d. Unsteadiness in walking
- e. Possession of alcohol or drugs
- f. Information obtained from a reliable-person with personal knowledge
- g. The following situations may prompt a supervisor or other appropriate staff to investigate further for evidence of objective symptoms which may constitute reasonable suspicion that the employee is under the influence of alcohol or drugs:
  1. An accident involving District property;
  2. Physical altercation;
  3. Verbal altercation;
  4. Behavior which is so unusual that it warrants summoning a supervisor/manager or anyone else for assistance.

- h. The supervisor shall document in writing the facts constituting reasonable suspicion that the employee in question is under the influence of alcohol or drugs.

An employee suspected of being under the influence of alcohol or drugs may be ordered to submit to alcohol or drug testing. Results of such tests shall be provided to the Director of Human Resources. Only those managers/supervisors who have a “need-to-know,” as determined by the Director of Human Resources, shall have access to alcohol and drug test results.

Supervisors shall not physically search the person of employees, nor shall they search personal possessions of employees without the freely given written consent of, and in the presence of, the employee.

Managers and supervisors shall notify the Chief of Police or designate when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the District.

An employee determined to be unable to perform duties in a satisfactory or safe manner may be placed on a leave with pay by the Chief of Police or designate pending review of the situation.

#### **IV. DISPOSITION OF VIOLATIONS OF ALCOHOL OR ILLEGAL DRUG PROHIBITION**

- A. Any employee found to be in violation of this prohibition is subject to discipline, up to and including termination.
- B. The District recognizes that the abuse of alcohol or drugs is a progressive illness which can be arrested if treated in a sensitive and timely manner.

Therefore, any disciplinary action shall consider the appropriateness of and commitment to treatment programs pursued by the employee, the employee's work record, and the problems created by the employee's absence.

- C. If an employee is allowed to remain in District employment while undergoing treatment for an alcohol or drug abuse related problem, he/she shall authorize the Director of Human Resources, or designate, sufficient access to records, treatment providers, etc., to adequately monitor progress of treatment and determine capacity to carry on his/her job
- D. Failure of an employee who has committed himself/herself to follow a treatment program or to rigidly adhere to that program will make him/her subject to discipline, up to and including termination.

V. **IMPAIRMENT OF WORK PERFORMANCE BY MEDICATIONS AND DRUGS**

- A. Employees shall not report to work under the influence of medications or drugs, or utilize such substances while they are on duty, if their ability to safely and effectively perform assigned duties is impaired as a result of the use of the medication or drugs. While use of medically prescribed or legal non-prescription medications and drugs is not a violation of this policy, taking medications or drugs may interfere with the safe and effective performance of duties or operation of District equipment. Employees reasonably believed to be under the influence of prescribed medication or legal non-prescription drugs which may interfere with the safe and effective performance of duties shall be prevented from engaging in further work, but shall be detained for a reasonable time until an authorized District representative can ensure that the employee can reach home in a safe manner. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified physician will be required.

VI. **ALCOHOL AND DRUG TESTING**

- A. Alcohol and drug testing is applicable to all employees and applicants to designated positions with the District.

B. **Pre-Employment Screening**

Applicants to positions for which a drug-screening test is required will be informed that an alcohol and drug test will be conducted during the pre-placement medical examination and that a positive result could disqualify the applicant.

If a positive result is obtained, the specimen will be retested. A job applicant who is denied employment because of a positive alcohol/drug test will be removed from any Eligibility List but may reapply for employment after a six (6) month waiting period.

C. **On the Job Alcohol/Drug Test**

**Investigation**

- a. When a supervisor suspects that an employee may be impaired or affected by alcohol or drug use, an investigation shall be conducted promptly and properly. When practicable the investigation should be conducted by a supervisor other than the one who originally suspected the condition.
- b. If it is determined that alcohol/drug testing will be requested, advise the employee of his/her right to have a representative

present. The representative must be available within a reasonable time (within one (1) hour.)

- c. To determine whether alcohol/drug testing is appropriate, the reasonable suspicion guideline described in Section .2 should be followed.
- d. Review observations with the employee. If determined that an alcohol/drug test is appropriate during regular business hours, the supervisor will confer with the Director of Human Resources or designate immediately. The Director of Human Resources or designate will contact the District's clinic to arrange for an immediate alcohol and/or drug test.
- e. An employee reasonably suspected of being under the influence of alcohol will be requested to submit to a breath test administered in the Police Department and/or a blood test administered by a District-selected clinic.
- f. An employee reasonably suspected of being under the influence of drugs will be requested to submit to a urine test administered by a District-selected clinic.
- g. An employee will be asked to sign a consent/release form (Exhibit A) and chain of custody form prior to administration of blood or urine alcohol/drug tests.
- h. An employee who refuses to consent to alcohol/drug testing may be disciplined for misconduct or unsatisfactory job performance up to and including termination.
- i. Samples for a blood or urine test will be taken at a District-selected clinic and sent to a National Institute of Drug Abuse (NIDA) approved laboratory for analysis.
  - 1. Between the hours of 9 a.m. and 9 p.m. every day, urine and blood tests will be administered by \_\_\_\_\_.
  - 2. Between 9 p.m. and 9 a.m., urine and blood tests will be \_\_\_\_\_ administered \_\_\_\_\_ at Laboratory\_\_\_\_\_.
- j. The supervisor shall arrange for transportation for the employee to the clinic and to the employee's home following the tests.

D. **Reasonable Suspicion Testing**

An employee must submit immediately to an alcohol and drug test when requested by a manager or supervisor.

Reasonable suspicion for testing means suspicion based on specific, personal observation of a supervisor and/or the Chief of Police, or designate. (Whenever possible, two supervisory/management employees should observe an employee's behavior and participate in the questioning of an employee.)

The supervisor shall document the following in a confidential memo to be maintained in Department files with a copy to the employee:

- a. Specific, personal observation concerning the appearance, smell, behavior, speech, or performance of the employee.
- b. Violations of a safety rule, or other work incidents which, after further investigation of the employee's behavior leads the supervisor to believe that alcohol and/or drug use may be a contributing factor.
- c. Other physical, circumstantial or contemporaneous indicators of alcohol or drug use.

E. **Return to Duty Testing/Follow Up Testing**

Any police officer employee who has committed an action prohibited by this policy must submit to a return to duty test before he/she may be returned to his/her position. The test result must indicate an alcohol concentration of *no more than 0.00*, or verified negative result on a controlled substance test.

In order to be allowed to return to work in his or her safety-sensitive position, a police officer must test negative on the return to duty drug test, and less than 0.02 on the return to duty alcohol test. The police officer will be subject to unannounced drug and alcohol tests for up to 60 months after returning to work with a minimum of at least six (6) unannounced drug or alcohol tests on the employee during the first year back to the police officer position.

No police officer shall be permitted to return to duty or remain on duty requiring the performance of police functions while having an alcohol concentration of *no more than 0.00*. Police officers are prohibited from using alcohol while performing police functions. No police officer shall use alcohol within four (4) hours prior to performing police functions including substitute police officers as well.

Police officers tested for alcohol of concentrations of *more than 0.00* shall not be required to perform police duties but shall be retested and not returned to police duties until the alcohol concentration is *no more than 0.00*. *Such employees are deemed in violation of this policy and shall be*

*considered for disciplinary action up to and including termination of service.*

F. **Substances for Which Testing Will Occur**

The alcohol and/or test may test for any substances which could impair an employee's ability to effectively and safely perform the functions of his/her job, including, but not limited to the following:

- a. Prescription medications
- b. Marijuana (Cannabinoids)
- c. Cocaine
- d. Opiates (Narcotics such as heroin, morphine, codeine, and other medical narcotics)
- e. Phencyclidine (PCP)
- f. Amphetamines/Methamphetamine
- g. Barbiturates
- h. Benzodiazepines
- i. Propoxyphene
- j. Alcohol

G. **Test Results**

If the initial screening test is positive, the laboratory will perform a confirmation test before reporting a positive result to the District. The laboratory utilized will notify the Director of Human Resources or designate of test results by telephone and a written report will be mailed. The Director Human Resources or designate will notify the Chief of Police or designate, who in turn will notify the employee. If the test results are positive, the employee will be given one working day to present medical information to the Department designee showing there is a legitimate explanation for the results including prescribed medication.

H. **Confidentiality**

Laboratory reports and/or test results will be placed in an employee's personnel file. Laboratory reports and/or test results will be maintained in a separate confidential medical records file which is maintained in the Department of Human Resources.

Only those supervisory/management employees who have a valid, "need-

to-know”, will receive alcohol/drug test results. The results of individual tests shall not be released to anyone other than those who have a “need-to-know” without express written authorization of the tested individual, unless ordered by means of proper legal procedures and appropriate legal authority (i.e. subpoena) or in connection with a District disciplinary proceeding.

I. **Disciplinary Actions**

The Department may take disciplinary action up to and including termination against any employee who:

- a. Tests positive for drugs in an amount that would impair job performance.
- b. Tests positive for alcohol in an amount that would impair job performance.
- c. Refuses to submit immediately to an alcohol and/or drug test when requested by a supervisory or management employee or law enforcement personnel, or refuses to submit to a search of personal properties if requested by law enforcement and/or supervisory personnel.
- d. Adulterates or otherwise interferes with accurate testing required pursuant to this policy.

VII. **ALCOHOL/DRUG AWARENESS PROGRAM**

A. This policy shall be communicated to all employees and reaffirmed at least once annually. All new hires will be given a copy of this regulation and requested to sign a statement that he/she agrees to abide by the terms of this policy.

B. The Department will maintain an alcohol/drug-free awareness program that will inform all employees about:

The Department's policy and commitment maintaining an alcohol/drug-free workplace;

The dangers of alcohol and drug abuse in the workplace;

Available alcohol and drug counseling and rehabilitation programs;

The penalties that may be imposed upon employees for alcohol and drug abuse violation in the workplace.

VII. **RESPONSIBILITY**

A. Chiefs of Police and the supervisors shall:

Ensure that all subordinate employees provisions of this regulation.

Be responsible for the Departmental policies not issuance of covered by this regulation.

B. Supervisory/management employees shall:

Be fully conversant with the policy and procedures set forth herein and responsible for enforcement of this policy.

Be aware of substance abuse indicators, and encourage employees who are suspected of substance abuse to refer themselves voluntarily to a treatment/rehabilitation program.

C. Human Resources Director shall:

Be responsible for maintaining a drug-free awareness program.

Be responsible for establishing and maintaining a list of alcohol and drug assistance and rehabilitation services in the area.

D. Employees shall, as a condition of employment, abide by the terms of this policy and submit immediately to an alcohol and/or drug test when requested by an appropriate Department of supervisory/management employee or be subject to disciplinary action up to and including termination.

**ALCOHOL AND DRUG ABUSE ADMINISTRATIVE POLICY**

I have received a copy of the South Orange County Community College District Alcohol and Drug Abuse Administrative Policy.

The term “reasonable suspicion” has been explained to me. The procedure and/or penalty that has been set, if it is determined that I am under the influence of alcohol or drugs during working hours, has also been explained to me.

I understand the procedure following the “reasonable suspicion” and random testing and the penalty for being under the influence of alcohol or drugs during working hours.

I agree to abide by the terms of the Alcohol and Drug Abuse Policy.

Date _____	_____ Signature
_____ Witness	